WILLMAR CITY COUNCIL MEETING

MONDAY, OCTOBER 7, 2024 @ 6:30 PM

WILLMAR MUNICIPAL UTILITIES

700 LITCHFIELD AVE SW

WILLMAR, MN 56201

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 September 16, 2024
   B. Special City Council Meeting Minutes of September 30, 2024
   C. Municipal Utilities Meeting Minutes of September, 23 2024
   D. Planning Commission Minutes of September 4, 2024
   E. Planning Commission Minutes of September 18, 2024
   F. Planning Commission Minutes of October 2, 2024
   G. Accept and Final Project No. 2301-C: Irene, Augusta & Mary Avenue SE Reconstruction
   H. Resolution Approving a Minnesota Department of Public Safety Grant
   I. Resolution Approving Discretionary Grant Assistance
   J. Public Works Heating System Replacement & Repairs
   K. Blue Cross Blue Shield of MN Sponsorship Funding
   L. Preliminary & Final Plat Approval for Rice Legacy
   M. Accounts Payable Report, 9/12/24 - 10/2/24

   Information:

   Finance Report through 8/31/2024

   WMU Financial Report for July 2024

   Monthly Building Permit Report September 2024
7. Approve Consent Agenda Items
8. Items Removed from Consent Agenda

9. Open Forum (Individuals Limited to Three (3) Minutes)
10. Public Hearing:
    A. Public Hearing Authorizing the Sale of Real Property
    B. Water View Senior Housing: Vacation of Drainage and Utility Easements
11. Regular Business
    A. Water View Senior Housing Development TIF Agreement
    B. Professional Services Agreement for Runway 13/31 Edge Lighting and NAVAIDS Replacement
    C. Safe Streets for All (SS4A) Project Update
    D. DNR Trailhead Grant-Restroom and Shelter Project
    E. MN DNR- Fishing Platform Agreement
    F. Receive 2025 & 2026 Preliminary Engineering Report, Call for 2025 Improvement Hearing
    G. Approval of a Professional Services Contract - Bolton and Menk
    H. Approval of a Job Description for a Full-Time Community Service Officer
    I. Appointment of an Interim Police Chief
    J. Set Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges
    K. Set Special Assessment Hearing for Unpaid Fire Alarm System Charges
    L. Set Special Assessment Hearing for Unpaid Infectious Tree Removal Charges
    M. Introduction of an Ordinance Amending Electric Rates
    N. Resolution to Acknowledge Donations for the 3rd Quarter of 2024
12. Closed Session
    A. Closed session pursuant to MN Stat. 13D.05, subd. 3 (c) to consider offers or counteroffers for the City's purchase or sale of Real Property
    B. Closed session pursuant to MN Stat. 13D.03, subd. 1 (b), Labor Negotiations
13. "Community Pride" Announcements
14. Adjourn

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

September 16, 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, Planning and Development Director Christopher Corbett, Public Works Director Justin DeLeeuw, Fire Chief Frank Hanson, Director of Community Growth Pablo Obregon, City Engineer Jared Voge, Environmental Specialist Sara Sietsema, City Clerk Vernae Larsen, and City Attorney Robert Scott.

There were no additions or deletions to the agenda.

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

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

City Clerk Vernae Larsen reviewed the consent agenda.

Approve:

A. City Council Minutes of September 3, 2024
B. City Council Work Session Minutes of August 28, 2024
C. Police Civil Service Commission Minutes for July 17th, 2024
D. Municipal Utilities Commission Meeting Minutes of September 9, 2024
E. Approve **Resolution No. 2024-108** Settlement and Release Agreement City vs Neubauer
F. Approve **Resolution No. 2024-109** Declaring Surplus Equipment and Authorizing Sale at Public Auction
G. Preliminary & Final Plat Approval: Fair Grounds Second Addition
H. Preliminary & Final Plat Approval: Gurley's Addition

I. Consideration of Sunday Liquor License

J. Consideration of State Temporary Liquor Permit Vinje Lutheran Church

K. Accounts Payable Report, 08-29-24 thru 09-11-24

Information:

L. Monthly Permit Report - August 2024

M. Directors Reports

N. KCED Letter to Council

Council Member Ask moved 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:

Nancy Stredde, addressed the council about the mess that was left by the construction workers and asked that her lawn be restored.

Jean Lange, addressed the council regarding the special assessment being placed on the home of her brother's home. They are disabled and unable to afford the assessment amount.

Dennis Schaefbauer, addressed the council and asked why they could lower all the special assessments a couple of years ago, why can't they do it again this year.

Justin Mattern, read a statement to the council in opposition of the special assessments.

A. **Accept the 2023 Audit**

David Euerle, auditor from Westberg Eischens, presented an overview of the 2023 audit. Council Member Asmus motioned to **Accept the 2023 Audit**. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

B. **Adopt 2024 Assessment Roll**

City Engineer, Jared Voge presented each individual objection and their recommendation for each objection. Following extensive discussion, Council Member Asmus motioned to dismiss all objections with the exception of objection 4, Roll No. 68, Parcel No. 95-650-0210 and objection 9, Roll No. 16, Parcel No. 95-006-7820. 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

Council Member Shuldes motioned to reduce the special assessment of Objection 9, Roll No. 16, Parcel No. 95-006-7820 as recommended by City Engineer, Jared Voge. 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

Council Member Butterfield motioned to reduce the special assessment for Objection 4, Roll No. 68 Parcel No. 95-650-0210 by 30%. 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

Council Member Ask moved to adopt **Resolution No. 2024-110 approving the Special Assessment Roll as amended**. 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

C. **Approval of a Purchase Agreement with CURA**

City Attorney Robert Scott presented information regarding a Purchase Agreement for the Sale and Conveyance of Willmar Care Center Real Estate to CURA. Council Member Ask motioned to adopt **Resolution No. 2024-111 approving a Purchase Agreement with CURA**. 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. **Approval of a Lease Amendment with CentraCare Health System**

City Attorney Robert Scott presented information regarding a Third Amendment to the Operating Lease Agreement between the City of Willmar and CentraCare Health System that would remove the Care Center real estate and the Rice Home Medical Properties from the Leased Assets as defined in the

Operating Lease. Council Member Nelsen moved to **Adopt Resolution No. 2024-112 Approving a Lease Amendment with CentraCare Health System**. 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

E. **Approval of an Acquisition of Rice Home Medical Properties, Assignment and Assumption of Lease and Option Agreements**

City Attorney Robert Scott presented information regarding the proposed Acquisition of Rice Home Medical Properties, Assignment and Assumption of Lease and Option. Council Member Nelsen moved to adopt **Resolution No. 2024-113, Approving an Acquisition of Rice Home Medical Properties, Assignment and Assumption of Lease and Option Agreements.** Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

F. **Introduction of an Ordinance and Call for a Public Hearing Authorizing the Sale of Real Property**

City Attorney Robert Scott provided information regarding the Introduction of an Ordinance that would authorize the sale of real property to Steiner, LLC and Ardadium, LLC, and Call for a Public Hearing on Monday, October 7, 2024, at 6:30 PM. Council Member Ask moved to **Introduce the Ordinance and Call for a Public Hearing Authorizing the Sale of Real Property**. 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

G. **Accept the Donation of a Fire Prevention / Smoke Escape House Trailer from the City of Renville, Minnesota**

Fire Chief Frank Hanson presented information about the donation of a Fire Prevention / Smoke Escape House Trailer from the City of Renville. Council Member Fagerlie moved to **Adopt Resolution No. 2024-114 Accepting the Donation of a Fire Prevention / Smoke Escape House Trailer from the City of Renville, Minnesota**. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

At 9:08 p.m. Council Member Asmus moved to **Adjourn** the meeting. 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

_____
MAYOR

Attest:

_____
CITY CLERK

RESOLUTION NO. 2024-108

RESOLUTION APPROVING SETTLEMENT AND RELEASE AGREEMENT BETWEEN CITY OF WILLMAR AND SAMUEL NEUBAUER

Motion By: Ask Second By: Davis

WHEREAS, Samuel Neubauer was employed by the City as Police Officer until June 9, 2023 - the effective date of his removal from employment with the City; and

WHEREAS, Samuel Neubauer was determined to be eligible for duty disability benefits by the Public Employees Retirement Association (PERA); and

WHEREAS, the City filed a Petition for Review (Petition) with PERA to initiate a contested case under Minnesota Statutes Section 299A.465, subd. 1(b)(2) asserting that PERA erred in its determination that Samuel Neubauer was eligible for duty disability benefits under the statute, which requires the City to continue to provide health coverage and payment of its contribution to Samuel Neubauer's health coverage until he reaches age 65; and

WHEREAS, City and Samuel Neubauer mutually feel that it is in the best interests of each party that they resolve this matter in accordance with the terms and conditions specified in the Settlement and Release Agreement, and to avoid the time, expense, effort, and risk of proceeding with the contested case.

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

1. Approves the Settlement and Release Agreement Between City of Willmar and Samuel Neubauer;

2. Authorizes the Mayor and City Administrator to sign and fully execute the Settlement and Release Agreement Between City of Willmar and Samuel Neubauer;

3. Authorizes the Payroll Department to process the settlement payment in accordance with the terms outlined in the Settlement and Release Agreement.

Dated this 16 day of September, 2024

/S/Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2024-109

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA DECLARING SURPLUS SUPPLIES, MATERIALS, AND EQUIPMENT AND AUTHORIZING THE SALE THEREOF

Motion By: Ask Second By: Davis

WHEREAS, the City of Willmar ("City") is permitted to sell City-owned surplus supplies, materials, and equipment pursuant to Minnesota Statutes Section 471.345, subdivision 17; and

WHEREAS, the City has determined that it owns a surplus of supplies, materials, and equipment, as specified in Exhibit A, which is attached and incorporated herein; and

WHEREAS, the City wishes to hold a public auction on October 2, 2024 ("Public Auction") at which the surplus supplies, materials, and equipment may be sold.

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

1. The City Council finds and declares that all surplus supplies, materials, and equipment listed in Exhibit A is City-owned surplus supplies, materials, and equipment and is authorized to be sold at the Public Auction.

   Adopted by the City Council of the City of Willmar on September 16, 2024.

   Approved:

   /S/Douglas E. Reese
   Mayor

   Attested:

   /S/Vernae Larsen
   City Clerk

RESOLUTION NO. 2024-110

A RESOLUTION ADOPTING THE ASSESSMENT ROLL FOR THE 2024 STREET AND OTHER IMPROVEMENTS.

Motion By: Ask Second By: Butterfield

WHEREAS, pursuant to notice duly given as required by law, the City Council has met, heard, and passed upon all objections to the proposed assessment for 2024 Street and Other Improvements, and has amended such proposed assessment as it deems just;

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

1. Such proposed assessment, the sum of $2,368,014.49, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein is hereby found to be benefited by the proposed improvement listed as Project 2401.

2. Such assessments shall be as follows:

A. The assessments shall be payable in equal annual installments extending over a period of fifteen (15) years, the first of said installments to be payable with general taxes for the year 2024, collectible with such taxes during the year 2025.

B. To the first installment shall be added interest at the rate of 5.868 percent per annum on the entire principal amount of the assessment from the date of funding, approximately July 1, 2024, until December 31, 2025. To each subsequent installment, when due there shall be added interest for one year at said rate on the unpaid principal amount of the assessment.

C. The owner of any property so assessed may at any time prior to the certification of the assessment or the first installment thereof to the County Auditor (Treasurer), pay the whole of the principal amount of the assessment on such property with interest accrued to the date of payment to the City Clerk, except that no interest shall be charged if the entire assessment is paid by October 31, 2024, and such property owner may at any time prior to November 15 of any year pay to the City Clerk the entire principal amount.

3. The City Clerk shall forthwith transmit a certified duplicate copy of this assessment to the County Auditor to be extended on the tax list of the County.

Dated this 16th day of September, 2024

/S/ Douglas E. Reese
MAYOR

ATTEST:

/S/Leslie Valiant
CITY ADMINISTRATOR

CITY OF WILLMAR
RESOLUTION NO. 2024-111

A RESOLUTION APPROVING THE PURCHASE AGREEMENT FOR THE SALE AND CONVEYANCE OF WILLMAR CARE CENTER REAL ESTATE TO CURA

Motion By: Ask Second By: Asmus

WHEREAS, the City of Willmar (the "**City**") is a party to an Operating Lease Agreement

("**Operating Lease**"), Affiliation Agreement, and ancillary documents dated December 31, 2017 with Carris LLC f/k/a Carris Health, LLC ("**Carris**"), a subsidiary of CentraCare Health System ("**CentraCare**"), a Minnesota nonprofit corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), pursuant to which the City engaged CentraCare, through Carris, to operate Rice Memorial Hospital (the "**Hospital**"), Willmar Care Center and Therapy Suites (the "**Care Center**"), and their related facilities and operations (collectively, the "**Transaction Documents**");

WHEREAS, after careful consideration of and discussions with potential partners, CentraCare has determined that it is in the best interests of CentraCare, Carris, their patients, residents, and communities served to transition the ownership and operations of the Care Center to Cura, a Minnesota nonprofit corporation and organization described in Code Section 501(c)(3), to be effective in spring 2024 (the "**Cura Transition**"), and that CentraCare through Carris would continue to own and operate the Hospital pursuant to the Operating Lease;

WHEREAS, the Willmar City Council adopted its Resolution No. 2024-029, dated March 11, 2024, pursuant to which the City approved the transition of the Care Center real property to Cura and amending the Operating Lease to remove the Care Center from the Leased Assets, as defined therein, conditioned on certain real estate owned by Rice Home Medical in Willmar and Redwood Falls as legally described on exhibit A to Resolution No. 2024-029 (the **"Rice Home Medical Properties"**) also being removed from the Leased Assets under the Operating Lease;

WHEREAS, the Willmar City Council adopted Ordinance No. 1524 on May 6, 2024, authorizing the sale and conveyance of the Care Center real estate to Cura pursuant to the terms of a purchase agreement between the City and Cura to be separately approved; and

WHEREAS, consistent with the approvals and authorizations contained in City Council's Resolution No. 2024-029, Willmar City staff and Cura, through their respective legal counsel, have developed a purchase agreement for the City's sale and conveyance of the Care Center real estate to Cura, which purchase agreement is appended hereto.

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

1. The City Council hereby approves the Purchase Agreement for the sale and conveyance of the Care Center real estate to Cura.

2. The City Council hereby authorizes and directs the Mayor and City Administrator to execute the Purchase Agreement, in substantially the form appended hereto, on behalf of the City.

3. The City Council hereby authorizes and directs the City Administrator and City Attorney to take all actions necessary or convenient to effectuate the transaction approved in this Resolution and consistent with the Transaction Documents.

PASSED by the City Council of the City of Willmar on this 16th day of September, 2024.

ATTEST

/S/Vernae Larsen
City Clerk

/S/Douglas E. Reese
Mayor

EXHIBIT A
Purchase Agreement

CITY OF WILLMAR
RESOLUTION NO. 2024-112

A RESOLUTION APPROVING THIRD AMENDMENT TO OPERATING LEASE AGREEMENT WITH CENTRACARE HEALTH SYSTEM

Motion By: Nelsen Second By: Davis

WHEREAS, the City of Willmar (the "**City**") is a party to an Operating Lease Agreement ("**Operating Lease**"), Affiliation Agreement, and ancillary documents dated December 31, 2017 with Carris LLC f/k/a Carris Health, LLC ("**Carris**"), a subsidiary of CentraCare Health System ("**CentraCare**"), a Minnesota nonprofit corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), pursuant to which the City engaged CentraCare, through Carris, to operate Rice Memorial Hospital (the "**Hospital**"), Willmar Care Center and Therapy Suites (the "**Care Center**"), and their related facilities and operations (collectively, the "**Transaction Documents**");

WHEREAS, after careful consideration of and discussions with potential partners, CentraCare has determined that it is in the best interests of CentraCare, Carris, their patients, residents, and communities served to transition the ownership and operations of the Care Center to Cura, a Minnesota nonprofit corporation and organization described in Code Section 501(c)(3), to be effective in spring 2024 (the "**Cura Transition**"), and that CentraCare through Carris would continue to own and operate the Hospital pursuant to the Operating Lease;

WHEREAS, the Willmar City Council adopted its Resolution No. 2024-029, dated March 11, 2024, pursuant to which the City approved the transition of the Care Center real property to Cura and amending the Operating Lease to remove the Care Center from the Leased Assets, as defined therein, conditioned on certain real estate owned by Rice Home Medical, LLC in Willmar and Redwood Falls, as legally described on Exhibit A to Resolution No. 2024-029 (the **"Rice Home Medical Properties"**) also being removed from the Leased Assets under the Operating Lease;

WHEREAS, consistent with Resolution No. 2024-029, City staff and CentraCare, through their respective legal counsel, have developed a draft Third Amendment to Operating Lease Agreement to remove the Care Center real estate and the Rice Home Medical Properties from the Leased Assets as defined in the Operating Lease, which draft amendment is appended hereto.

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

4. The City Council hereby approves the Third Amendment to Operating Lease Agreement appended hereto.

5. The City Council hereby authorizes and directs the Mayor and City Administrator to execute the Third Amendment to Operating Lease Agreement, in substantially the form appended hereto, on behalf of the City.

6. The City Council hereby authorizes and directs the City Administrator and City Attorney to take all actions necessary or convenient to effectuate the transaction approved in this Resolution and consistent with the Transaction Documents, including, if necessary, approval of a letter agreement with CentraCare to remove the Care Center from the Leased Assets under the Operating Lease prior to the closing of the transactions concerning the Care Center Real Estate and Rice Home Medical Properties.

PASSED by the City Council of the City of Willmar on this 16th day of September, 2024.

ATTEST

/S/Vernae Larsen
City Clerk

/S/Vernae Larsen
Mayor

EXHIBIT A
Third Amendment to Operating Lease Agreement

CITY OF WILLMAR
RESOLUTION NO. 2024-113

A RESOLUTION APPROVING ACQUISITION OF RICE HOME MEDICAL PROPERTIES AND ASSIGNMENT AND ASSUMPTION OF LEASE AND OPTION AGREEMENTS

Motion By: Nelsen Second By: Butterfield

WHEREAS, the City of Willmar (the "**City**") is a party to an Operating Lease Agreement ("**Operating Lease**"), Affiliation Agreement, and ancillary documents dated December 31, 2017 with Carris LLC f/k/a Carris Health, LLC ("**Carris**"), a subsidiary of CentraCare Health System ("**CentraCare**"), a Minnesota nonprofit corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), pursuant to which the City engaged CentraCare, through Carris, to operate Rice Memorial Hospital (the "**Hospital**"), Willmar Care Center and Therapy Suites (the "**Care Center**"), and their related facilities and operations (collectively, the "**Transaction Documents**");

WHEREAS, after careful consideration of and discussions with potential partners, CentraCare has determined that it is in the best interests of CentraCare, Carris, their patients, residents, and communities served to transition the ownership and operations of the Care Center to Cura, a Minnesota nonprofit corporation and organization described in Code Section 501(c)(3), to be effective in spring 2024 (the "**Cura Transition**"), and that CentraCare through Carris would continue to own and operate the Hospital pursuant to the Operating Lease;

WHEREAS, the Willmar City Council adopted its Resolution No. 2024-029, dated March 11, 2024, pursuant to which the City approved the Cura Transition, including the conveyance of the Care Center real property to Cura, and amending the Operating Lease to remove the Care Center from the Leased Assets, as defined therein, conditioned on certain real estate owned by Rice Home Medical, LLC in Willmar and Redwood Falls as legally described on Exhibit A to Resolution No. 2024-029 (the "**Rice Home Medical Properties**") also being removed from the Leased Assets under the Operating Lease and turned back to the City;

WHEREAS, consistent with Resolution No. 2024-029, Rice Home Medical, LLC, an entity under the control of CentraCare and itself the fee owner of the Rice Home Medical Properties, is willing to convey the Rice Home Medical Properties to the City by quit claim deed;

WHEREAS, Rice Home Medical, LLC, as Landlord, and Corner Home Medical, Inc., as Tenant, previously entered into that certain Facility Lease Agreement dated October 3, 2022 (the "**Lease**"), which Lease is appended hereto as Exhibit A and pursuant to which Corner Home Medical, Inc. leased the Rice Home Medical Properties from Rice Home Medical, LLC;

WHEREAS, Rice Home Medical, LLC, as Seller, and Steiner, LLC, a Minnesota limited liability company, and Arcadium, LLC, a Minnesota limited liability company, collectively, as the Buyer, are parties to that certain Option to Purchase Real Property dated October 3, 2022 (the "**Option**"), which Option is appended hereto as Exhibit B and pursuant to which Buyer was granted the option to purchase the Rice Home Medical Properties; and

WHEREAS, the City is willing to accept Rice Home Medical LLC's quit claim deeds transferring the Rice Home Medical Properties to the City and is willing to accept and assignment of and assume Rice Home Medical, LLC's rights and obligations under the Lease and the Option;

WHEREAS, consistent with City Council Resolution No. 2024-029, City staff and CentraCare, through their respective legal counsel, have developed a draft Assignment and Assumption of Lease and Option, which is appended hereto as Exhibit C;

WHEREAS, Corner Home Medical wishes to amend the Lease to remove that portion of the Rice Home Medical Properties consisting of the parcel located in Willmar therefrom, and Steiner, LLC and Arcadium, LLC wish to enter into a purchase agreement with the City for the purchase of only that portion of the Rice Home Medical Properties consisting of the parcel located in Redwood Falls.

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

7. The City Council hereby approves Rice Home Medical, LLC's conveyance of the Rice Home Medical Properties to the City and authorizes the City Administrator and City Attorney to take all actions necessary or convenient to accept the quit claim deeds conveying the Rice Home Medical Properties to the City and cause the same to be recorded with the Kandiyohi County Recorder's Office.

8. The City Council hereby approves the Assignment and Assumption of Lease Agreement.

9. The City Council hereby authorizes and directs the Mayor and City Administrator to execute the Assignment and Assumption of Lease Agreement, in substantially the form appended hereto as Exhibit C, on behalf of the City.

10. The City Administrator and City Attorney are authorized and directed to prepare amendments to the Lease and Option to remove the Willmar parcel therefrom and to develop a purchase agreement for the City's sale and conveyance of the Redwood Falls parcel to Steiner, LLC and Arcadium, LLC and bring such agreements back to City Council for separate approval.

11. The City Council hereby authorizes and directs the City Administrator and City Attorney to take all actions necessary or convenient to effectuate the transactions approved in this Resolution and consistent with the Transaction Documents.

PASSED by the City Council of the City of Willmar on this 16th day of September, 2024.

ATTEST

/S/Vernae Larsen
City Clerk

/S/Douglas E. Reese
Mayor

EXHIBIT A
Facility Lease Agreement

EXHIBIT B
Option to Purchase Real Property

EXHIBIT C
Assignment and Assumption of Lease and Option

RESOLUTION NO. 2024-114

AUTHORIZATION TO ACCEPT THE DONATION OF A FIRE PREVENTION TRAILER

Motion By: Fagerlie Second By: Ask

BE IT RESOLVED, by the City Council of the City of Willmar to approve the acceptance of a donation of a fire prevention and escape house trailer from the City of Renville, MN.

Dated this 16th day of September 2024.

/S/Douglas E. Reese
MAYOR

ATTEST:

/S/Vernae Larsen
CITY CLERK

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	6.B.
Agenda Section:	Consent Items	**Originating Department:**	City Clerk
Resolution:	No	**Prepared By:**	
Ordinance:	No	**Presented By:**	
Item:	Special City Council Meeting Minutes of September 30, 2024		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 9.30.24 Minutes

WILLMAR CITY COUNCIL PROCEEDINGS
Willmar Municipal Utilities
700 Litchfield Ave SW, Willmar, MN 56201

September 30, 2024
6:30 PM

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

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Chief Jim Felt, Police Captain Michael Anderson, Fire Chief Frank Hanson, Finance Director Tom Odens, Planning and Development Director Christopher Corbett, Public Works Director Justin DeLeeuw, Human Resources Director LuAnn Sietsema, Director of Community Growth Pablo Obregon, Information Systems Coordinator Jonah Johnson, and City Clerk Vernae Larsen.

There were no additions or deletions to the agenda.

Council Member Ask moved to approve the agenda. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

Regular Business

A. **Authorization to Solicit Proposals from Executive Recruiting Firms**

City Administrator Leslie Valiant spoke to the council regarding the retirement announcement of Police Chief Jim Felt and the hiring process for a new Police Chief. She requested authorization for City Staff to Solicit Proposals from Recruiting Firms for the Police Chief Position. Council Member Ask moved to **Authorize City Staff to Solicit Proposals from Executive Recruiting Firms**. Council Member Nelsen seconded the motion, which resulted in a tie vote of Ayes 3, Noes 3.

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

Mayor Reese cast the tie breaking vote in favor of the motion resulting in the motion passing on a vote of Ayes 4, Noes 3.

B. **2025 Budget Discussions**

Finance Director Tom Oden went through the budget questions that had previously been sent to city staff by council members. Once through the list, council continued with a healthy discussion of various budget line items.

Council Member Ask motioned to **Adjourn** at 8:18 p.m. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

MAYOR

Attest:

CITY CLERK

WILLMAR MUNICIPAL UTILITIES COMMISSION

MEETING MINUTES – SEPTEMBER 23, 2024
11:45 AM – WMU AUDITORIUM

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, September 23, 2024, at 11:45 am in the WMU Auditorium with the following Commissioners present: Shawn Mueske, John Kennedy, Dave Baumgart, Terrill Sieck, and Patricia Elizondo. Absent were Commissioner Bruce DeBlieck and Carol Laumer.

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

The meeting commenced with the recitation of the Pledge of Allegiance. Commission President Mueske asked if any changes to the agenda were necessary. One item was added to provide further insight into the next steps for the General Manager search process. Following review and discussion, Commissioner Kennedy offered a resolution to approve the consent agenda, including the added item. Commissioner Baumgart seconded.

RESOLUTION NO. 35

"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 September 9, 2024 MUC Meeting;
- Minutes from the September 13, 2024 Special MUC Meeting (GM interview);
- Minutes from the September 16, 2024 Negotiating Committee Mtg. (GM offer); and,
- Bills represented by vouchers No. 20241260 to No. 20241389 and associated wire transfers inclusive in the amount of $3,054,814.62.

Dated this 23rd day of September, 2024.

_____
President

Attest:

_____
Secretary

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

At this point, Commissioner Elizondo (LC, Chair) reported that the Negotiating Committee met on September 20th to discuss Mr. Lemke's proposal for the General Manager position. Since Mr. Lemke has expressed a desire to maintain his presence in the Stevens Point area for the next 24 months and incorporate remote work, the Committee reached a consensus to retract the offer to him. Following discussion, Commissioner Kennedy made a motion to schedule a special MUC meeting and invite Liza Donabauer (DDA) to attend to discuss the next steps in the GM search process. Commissioner Sieck seconded, and the motion passed unanimously with five ayes and zero nays.

At 11:50 am, Commissioner Mueske announced that a public hearing to address electric rate adjustments would be conducted. Mueske informed the Commission and those in attendance of the rules and regulations involved in conducting the public hearing. It was further noted that legal notice had been published in the West Central Tribune on September 18, 2024. No citizens from the general public were in attendance to address the

Commission. Interim General Manager Johnson provided details and data regarding the proposed electric rate adjustments. Following discussion of the proposed resolution, Commissioner Mueske requested a motion to close the public hearing. Commissioner Sieck offered a motion to close the public hearing to consider approval of the proposed resolution. Commissioner Baumgart seconded the motion which carried by a vote of five ayes and zero nays, and the public hearing was closed at 12:00 pm.

Following further discussion, Commissioner Sieck offered a resolution to approve proposed Resolution #36 recommending that the Willmar City Council proceed with the process to implement electric rate adjustments for the years 2025-2027, effective January 1, 2025. Commissioner Baumgart seconded.

RESOLUTION NO. 36

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

Facilities & Maintenance Supervisor Marti presented the WMU Wind Turbine Program Assessment. The DeWind turbines, which were commissioned in 2009 with a projected lifespan of 20 years, have become costly to repair due to their current mechanical and technological state. Continuing the wind program is no longer financially viable. The conditions of Unit #3 and Unit #4 were reviewed, with Unit #3 experiencing structural damage and Unit #4 facing multiple system errors—neither of which are operational.

It was highlighted that as a member of the MRES Joint Action Agency, WMU is involved in various green energy projects, with about 45% of the power from the 61 MRES members (including WMU) coming from renewable sources.

Given the lack of resources, the unavailability of parts, financial concerns, and the turbines' projected end of life, the program is no longer fiscally responsible or practical to maintain. Budget considerations for decommissioning the units have been made (2025-2026). Following discussion, Commissioner Baumgart moved to take final action on the future of the wind turbines at the October 14th MUC meeting. Commissioner Sieck seconded the motion, which passed unanimously with five ayes and zero nays.

Commissioner Mueske informed the Commission that Willmar Municipal Utilities will be commemorating Public Power Week, October 6-12, along with more than 2,000 other community-owned, not-for-profit electric utilities that provide electricity in the United States. Public power puts the people of Willmar first, and Public Power Week gives us the chance to emphasize the advantages of locally owned power to our citizens and remind them of the reliable and safe services WMU provides. Commissioner Mueske recited the proposed resolution and requested approval of the resolution designating Public Power Week. Commissioner Baumgart offered a motion to approve Resolution #37 designating October 6-12, 2024, as Public Power Week. Commissioner Sieck seconded.

RESOLUTION NO. 37

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

Interim General Manager Johnson provided an update on the progress of acquiring property for the new WMU facility. Both parties have agreed on a purchase price for the selected site, and the purchase agreement is currently being prepared by the City Attorney.

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

Future meetings of both the WMU Labor and Planning Committees will be forthcoming. Tentative future Labor Committee agenda items include new building land acquisition for the new building and the MUC Self-Survey. Tentative Planning Committee agenda items include the new building, new generation, and CMMPA transmission investment.

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

Respectfully Submitted,

WILLMAR MUNICPAL UTILITIES

_____
Beth Mattheisen, Executive Secretary

ATTEST:

_____
Dave Baumgart, Secretary

RESOLUTION NO. 36
RESOLUTION TO RECOMMEND WILLMAR CITY COUNCIL
IMPLEMENT ELECTRIC RATE ADJUSTMENTS EFFECTIVE JANUARY 1, 2025

BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the rates for electric service be set as follows:

Section 1. ELECTRIC RATES
The rates for electric service provided by the Municipal Utilities Commission shall continue as follows:

YEAR: 2025

Residential Service Rate
The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	Non-Summer
Energy Charge all kWh	.119	.102
Fixed Cost Fee	$12.75/mo.	$12.75/mo.

Heat Pump Rate
The rate for heat pump service shall be as follows:

Energy Charge all kWh	.119	.083

Off-Peak Storage Heat & Electric Vehicle Charging Rate
The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh	.060	.060

Small Commercial Rate
The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.120	.104
Fixed Cost Fee	$18.50/mo.	$18.50/mo.

Three Phase Commercial Rate
The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.120	.104
Fixed Cost Fee	$34.25/mo.	$34.25/mo.

Large Power Rate
The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service

Energy Charge all kWh	.066	.059
Demand Charge	$16.00/kW	$14.00/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.

Secondary Service

Energy Charge all kWh	.067	.060
Demand Charge	$16.30/kW	$14.30/kW
Fixed Cost Fee	$40.00/mo.	$40.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service

Energy Charge all kWh ……..	.065	.058
Demand Charge …….	$16.00/kW	$14.00/kW
Fixed Cost Fee ……	$50.00/mo.	$50.00/mo.

Secondary Service

Energy Charge all kWh ……..	.066	.059
Demand Charge …….	$16.30/kW	$14.30/kW
Fixed Cost Fee ……	$40.00/mo.	$40.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED …….. $11.40/mo.
100 Watt LED ……. $13.40/mo.

YEAR: 2026

Residential Service Rate

The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	**Non-Summer**
Energy Charge all kWh …….	.123	.104
Fixed Cost Fee ……..	$14.75/mo.	$14.75/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

Energy Charge all kWh …….	.123	.084

Off-Peak Storage Heat & Electric Vehicle Charging Rate

The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh …….	.060	.060

Small Commercial Rate

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh …….	.126	.107
Fixed Cost Fee ……..	$20.50/mo.	$20.50/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh …….	.126	.107
Fixed Cost Fee ……..	$36.50/mo.	$36.50/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service

Energy Charge all kWh ……..	.063	.056

Demand Charge …….	$15.45/kW	$17.90/kW
Fixed Cost Fee ……	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh ……..	.064	.057
Demand Charge …….	$15.75/kW	$18.25/kW
Fixed Cost Fee ……	$45.00/mo.	$45.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service		
Energy Charge all kWh ……..	.063	.056
Demand Charge …….	$18.25/kW	$15.75/kW
Fixed Cost Fee ……	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh ……..	.064	.057
Demand Charge …….	$18.25/kW	$15.75/kW
Fixed Cost Fee ……	$45.00/mo.	$45.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED …….. $11.40/mo.
100 Watt LED ……. $14.00/mo.

YEAR: 2027

Residential Service Rate

The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	**Non-Summer**
Energy Charge all kWh …….	.127	.106
Fixed Cost Fee ……..	$17.00/mo.	$17.00/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

Energy Charge all kWh …….	.127	.085

Off-Peak Storage Heat & Electric Vehicle Charging Rate

The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh …….	.060	.060

Small Commercial Rate

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh …….	.132	.111
Fixed Cost Fee ……..	$23.00/mo.	$23.00/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh …….	.132	.111
Fixed Cost Fee ……..	$39.00/mo.	$39.00/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service		
Energy Charge all kWh ……..	.061	.054
Demand Charge …….	$19.60/kW	$16.65/kW
Fixed Cost Fee ……	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh ……..	.062	.055
Demand Charge …….	$20.00/kW	$17.00/kW
Fixed Cost Fee ……	$50.00/mo.	$50.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service		
Energy Charge all kWh ……..	.061	.054
Demand Charge …….	$19.60/kW	$16.65/kW
Fixed Cost Fee ……	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh ……..	.062	.055
Demand Charge …….	$20.00/kW	$17.00/kW
Fixed Cost Fee ……	$50.00/mo.	$50.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED …….. $11.40/mo.
100 Watt LED ……. $14.65/mo.

Section 2. SUMMER RATE DEFINITION

Summer and non-heating season rates are defined as consumption months May through September, billing months of June through October.

Section 3. ELECTRIC ENERGY ACQUITION ADJUSTMENT

There shall be added to all electrical energy billed an Energy Acquisition Adjustment. The Energy Acquisition Adjustment shall be calculated pursuant to the following formula:

The overall average cost of wholesale power and net transmission costs (transmission costs less transmission revenue) incurred above the weighted average cost established at the time of the current rate schedule.

Section 4. CITY FRANCHISE FEE

There shall be added to all utility bills a “City Franchise Fee” to be calculated by applying a rate to be determined by dividing the total kilowatt hours (kWhs) sold by WMU annually by the total Intergovernmental Transfer and street lighting cost incurred by WMU for the preceding calendar year to each customer kWh billed monthly for the next 12-month period.

Section 5. REPEALER

The Municipal Utilities Commission recommends that the City Council repeal Sections #1, #5, and #6 of Ordinance #1518 (adopted November 6, 2024) to the extent that it is inconsistent herewith.

Section 6. EFFECTIVE DATES

The Municipal Utilities Commission recommends that the amendment in rates be effective for billings sent on and after January 1, 2025, January 1, 2026, and January 1, 2027.

BE IT FURTHER RESOLVED that this resolution be forwarded to the City Council of the City of Willmar with a recommendation to approve an ordinance authorizing the above rates.

Dated this 23rd day of September, 2024.

/s/ Shawn Mueske
President

ATTEST:

/s/ Dave Baumgart
Secretary

RESOLUTION NO. 37

2024 PUBLIC POWER WEEK
IN APPRECIATION OF WILLMAR MUNICIPAL UTILITIES,
OUR HOMETOWN ELECTRIC UTILITY

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

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

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

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

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

BE IT FURTHER RESOLVED: that the week of October 6-12 be designated Public Power Week to recognize Willmar Municipal Utilities for its contributions to the community and to educate consumer-owners, policy makers, and employees on the benefits of public power;

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

Dated this 23rd day of September, 2024.

/s/ Shawn Mueske
President

ATTEST:

/s/ Dave Baumgart
Secretary

WILLMAR PLANNING COMMISSION
WEDNESDAY, SEPTEMBER 4, 2024
333 6TH STREET SW, CONFERENCE ROOM 1

MINUTES

The Willmar Planning Commission met on Wednesday, September 4, 2024, at 6:30pm at City Hall.

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

Members Absent: Bob Poe; and Fernando Cano.

Others Present: Leslie Valiant (City Administrator); Christopher Frank (City Planner); and Jennifer Kotila (West Central Tribune).

1. Chairman Marchand called for order at 6:31 PM.

2. Roll Call.

3. Additions/Deletions:

   3.1 Planner Frank noted that Habitat for Humanity was looking to add an item to the agenda regarding a house move. **Commissioner Dresler motioned, seconded by Commissioner Newberg, to add the Habitat for Humanity House Move under regular business as 6.3 Briefings and to move the current 6.3 Plats up to 6.2. The motion passed unanimously.**

4. Minutes:

   4.1. Commissioner Buzzeo requested a clarification on item 6.1.4 in the minutes from the August 7th, 2024, meeting, stating that the motion did not pass unanimously. **Commissioner Buzzeo motioned, seconded by Commissioner Dresler, to approve the August 7th, 2024, meeting minutes with the correction on 6.2.4, striking the sentence "The motion was unanimously approved." The motion passed.**

5. General Public Testimony: None.

6. **REGULAR BUSINESS**

6.2 PLATS

6.2.1 **FAIR GROUNDS SECOND ADDITION: PRELIMINARY & FINAL PLAT REVIEW**

Planner Frank explained that the Fairgrounds and a neighboring property owner, Mr. Kuefler, were exchanging portions of their land due to a previous road vacation that resulted in an unclear boundary line and encroachments. The exchange involves the Fairgrounds taking ownership of the

land just beyond the sidewalk leading to the ticket booth, while Mr. Kuefler will receive land along the northern border extending to the lake where Mr. Kuefler's shed and garden encroach onto the Fairgrounds' property. Planner Frank clarified that this boundary line correction is an exception to the subdivision ordinance that allows the parties to replat this property to correct the boundary line issue rather than having to do an entire subdivision of the small boundary pieces. The plat was reviewed and approved by the Engineering department. **Commissioner Newberg motioned, seconded by Commissioner Fils-Aime, to approve the preliminary and final plats. The motion passed.**

6.2.2 GURLEY'S ADDITION – PRELIMINARY & FINAL PLAT REVIEW

Planner Frank presented a boundary line correction for Gurley's Foods property, involving a small corner of land being absorbed by Gurley's in exchange for building a fence for the neighbor. The plats include the required six-foot utility easements and was approved by the Engineering department. **Commissioner Fils-Aime motioned, seconded by Commissioner Buzzeo, to approve the preliminary and final plats. The motion passed.**

6.3 BRIEFINGS

6.3.1 HABITAT FOR HUMANITY: HOUSE MOVE

Commissioner Dresler, representing Habitat for Humanity, briefed the Commission on their plan to move a donated house from Green Lake to a lot they recently purchased within the City of Willmar. The house is 65 feet long by 32 feet wide and will be moved by Marcus Movers. The family intended for the house is ready for move-in, and Habitat for Humanity has secured funding to build a basement before winter. The lot was purchased from a neighbor who decided not to build on it. The house fits the neighborhood's character, consisting mainly of ramblers and split-level homes built in the late 70s and early 80s. Planner Frank clarified that the house move requires Planning Commission review and a 10-day notice to abutting landowners, with action expected at the September 18th meeting. The Commission discussed the logistics of the move, including the planned route, the need for permits and escorts from various entities, and the temporary placement of the house at Duininck's pits. Commissioner Dresler addressed questions about the house's appearance after the move and the access route to the new lot.

7. DIRECTOR'S REPORT

Planner Frank provided an update on the comprehensive plan. Initial public engagement events have concluded, except for an upcoming presence at Welcoming Week on September 14th. Surveys will remain open until the end of September, and the team is actively seeking to increase participation on the surveys. The focus group will continue to meet, with the next meeting scheduled for September 19th. The team will begin drafting the main vision statement and aims to have a first draft of the comprehensive plan ready by late October or November. A final draft is expected to be presented to the Planning Commission and Council in the first quarter of next year. Commissioners

recommended getting tabletop presence for QR codes for the surveys to coffee shops along with the planned restaurants.

8. **MISCELLANEOUS**

None.

9. **ADJOURN**

With no further business to discuss, **Commissioner Dresler motioned to adjourn the meeting, seconded by Commissioner Buzzeo, and the meeting was adjourned at 6:58 PM.**

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	6.E.
Agenda Section:	Consent Items	**Originating Department:**	Planning and Development
Resolution:	No	**Prepared By:**	Chris Frank, City Planner
Ordinance:	No	**Presented By:**	Christopher Corbett, Planning and Development Director
Item:	Planning Commission Minutes of September 18, 2024		

RECOMMENDED ACTION:
Approve Minutes through Consent Agenda

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. 09-18-24 Minutes Planning Commission Meeting

WILLMAR PLANNING COMMISSION
WEDNESDAY, SEPTEMBER 18, 2024
333 6TH STREET SW, CONFERENCE ROOM 1

MINUTES

The Willmar Planning Commission met on Wednesday, September 18, 2024, at 6:30pm at City Hall.

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

(Commissioner Fils-Aime had to leave the meeting at 7:26 PM, all actionable items had already occurred prior to his exit.)

Members Absent: Fernando Cano.

Others Present: Christopher Frank (City Planner); Steve Jennings (Public); Greg Wierschke (Clean Chickens); Becky Wierschke (Clean Chickens); Dustin Koosman (KDR Homes); Doug Fenstra (Realtor); and Jennifer Kotila (West Central Tribune).

1. Chairman Marchand called for order at 6:30 PM.

2. Roll Call.

3. Additions/Deletions: None.

4. Minutes:

   4.1. Commissioner Buzzeo motioned, seconded by Commissioner Fils-Aime, to approve the September 4, 2024 meeting minutes. The motion passed unanimously.

5. General Public Testimony: No general testimony was provided by the public, but Planner Frank informed Chairman Marchand that a member of the public was in attendance wishing to provide testimony regarding item 6.1.1 Habitat for Humanity House Move. While said item did not require a public hearing, Planner Frank informed Chairman Marchand it was up to the Chair and Commissioner discretion whether to receive any public comment prior to action on the item.

6. **REGULAR BUSINESS**

6.1 HEARING AND ACTION

6.1.1 **HABITAT FOR HUMANITY: HOUSE MOVE**
Location: 1500 LOWER TRENTWOOD CIR NE; Parcel #: 95-828-0210; Ward 1.

Planner Frank introduced the house move for Habitat for Humanity, which was briefed to the Planning Commission at the previous meeting. The home was currently sitting at Duininck's gravel pit waiting to be transported. Planner Frank reminded Chairman Marchand that a member of the

public, Mr. Steve Jennings attended the meeting with questions, comments, and issues regarding the house move into the Valley Brook Estates neighborhood. Mr. Jennings' primary concern was the perceived aesthetic mismatch of the house's roofline with the neighborhood's architectural style. He believed this could negatively impact his property values as a developer with multiple lots in the area. Mr. Jennings previously developed lots within Valley Brook Estates, has some lots remaining, and has ownership interest in the undeveloped neighborhood adjacent to the South.

Commissioner Dresler abstained from his commission roll to represent Habitat for Humanity for this house move. Commissioner Dresler, with his construction background and Habitat for Humanity affiliation, provided firsthand insights into the house's features, emphasizing its compliance with building codes and its potential to enhance, rather than detract from, the neighborhood's value.

The Commission's discussion reflected a nuanced understanding of the situation. They acknowledged the importance of aesthetic considerations but also recognized the need for affordable housing and the absence of any code violations.

The Commissioners, in making affirmative findings-of-fact, debated the Plan Review standards, but ultimately determined that there was not substantial evidence to support that the condition and construction of the moved house would not fit the single-family character of the neighborhood, or bring down neighboring property values. **Commissioner Holwerda motioned, seconded by Commissioner Buzzeo, to approve the plan review for the house move. The motion passed.**

6.1.2 CENTRACARE – REDWOOD FALLS: PROPOSED ORDINANCE FOR SALE OF PROPERTY

Planner Frank presented a proposed ordinance for the sale of land owned by the City of Willmar that is located in the City of Redwood Falls, which is the former location of a CentraCare clinic. There was confusion stemming from the ordinance's wording, which implied the city needed to acquire the property before selling it. The commission sought clarification and confirmed the city's ownership. The ordinance aimed to terminate the existing lease with CentraCare, enabling the sale. The commission's role was to approve the sale concept, not the specific transaction details, which would continue to develop. **Commissioner Poe motioned, seconded by Commissioner Holwerda, to approve the proposed ordinance for the sale of the land. The motion passed.**

6.2 PLATS

6.2.1 RICE LEGACY (RICE CARE CENTER): PRELIMINARY & FINAL PLAT REVIEW

Location: 1801 WILLMAR AVE SW; Parcel #: 95-921-5710; Ward 2.

Planner Frank presented the proposed preliminary and final plats for Rice Legacy, which is a plat of the former Rice Care Center that was transferred to CURA earlier this year. This was a procedural step to formalize the property's boundaries and easements as part of the transfer to Cura. **Commissioner Newberg motioned, seconded by Commissioner Dresler, to approve the proposed preliminary and final plats for Rice Legacy. The motion passed unanimously.**

6.3 BRIEFINGS

6.3.1 **DUSTIN KOOSMAN: CONDITIONAL USE PERMIT**
Location: 1500 LOWER TRENTWOOD CIR NE; Parcel #: 95-828-0210; Ward 1.

Dustin Koosman, developer and contractor for the project, described the plan to construct three townhomes, each divided into upper and lower units, resulting in a total of six dwelling units. The conceptual plan includes shared parking and a single access point from Lower Trentwood Circle, aiming to minimize traffic disruptions on Lakeland Drive. Mr. Koosman indicated that the project's success could lead to further development on other available lots in the city. The project is located in a General Business-1 (GB-1) zone, where multi-family dwellings require a conditional use permit (CUP). The commission will conduct a public hearing on October 2nd to review and potentially approve the CUP.

6.3.2 **DOUG FENSTRA: CONDITIONAL USE PERMIT**
Location: 951 HIGH AVE NE; Parcel #: 95-911-0840; Ward 1.

Doug Fenstra, realtor, presented the project for repurposing the former gymnastics studio into a nightclub. The applicant has requested a curb cut on 10th Street Northeast to improve traffic flow and access to the establishment. The commission will consider this request during their review following city departmental review. Concerns were raised about potential parking issues and the need for adequate parking provisions. The applicant stated their intention to convert existing grassy areas into parking spaces to accommodate the nightclub's patrons. The commission noted past issues with a nightclub at a different location, emphasizing the importance of proper management and adherence to regulations to prevent similar problems. The project is located in a GB-3 zone, which necessitates a CUP for a nightclub use. The commission will hold a public hearing on October 2nd to discuss and decide on the permit.

6.3.3 **DOUG FENSTRA: PLAN REVIEW**
Location: ABBOT DRIVE SE, SOUTH HWY 71; Parcel #: 95-178-0140; Ward 4.

Doug Fenstra, realtor, presented the project for constructing a general contractor construction shop on a parcel currently owned by AgCountry, directly to the east of their main property. The proposed shop will utilize the existing curb cut, maintaining a significant setback from 45th Avenue. The building's size and configuration are still being finalized, with the applicant considering options such as a 40x80 or 60x80 structure with a separate office. The project is situated in a GB3 zone, where general contractor shops require a plan review by the Planning Commission. The project will undergo departmental reviews, and the commission will hold a public hearing on October 2nd to review the plan and make a decision.

6.3.4 **CLEAN CHICKENS AND CO. LLC: CONDITIONAL USE PERMIT**
Location: 400 & 500 32ND ST SW; Parcel(s) #: 95-872-2410 & 95-872-2420; Ward 2.

Planner Frank detailed that Clean Chickens & Co. LLC has re-applied to Planning Commission for a new CUP. Clean Chickens was previously granted a CUP for this same property and use approximately two years ago but was delayed in closing or constructing on the property. The original CUP had a requirement that construction begin within a year, or the CUP expires. Clean Chickens has now closed on the land and is hoping to begin construction as soon as possible this fall and have reapplied for a new CUP.

The plant will focus on slaughter and processing lamb and goat carcasses, with no live poultry slaughtering on-site. The facility will implement measures to control odor and noise, addressing previous concerns. The project is expected to create jobs and support local farmers by providing a much-needed USDA-inspected processing facility. It also has the potential to attract business from a wider region due to its strategic location and access to transportation networks. The Wierschke's described that there is a bill before Denver, CO voters this year that would ban all sheep slaughter within the Denver area, which currently provides substantial services for the sheep industry, that could allow market share to grow for the Minnesota area if passed. The company also emphasized its commitment to humane animal handling practices and will have a veterinarian on-site to ensure compliance with USDA regulations.

7. **DIRECTOR'S REPORT**

Planner Frank provided an update on the WITH WILLMAR comprehensive plan. The city had a booth at Willmar's Welcoming Week and will be wrapping up survey input at the end of September. City staff will be working with their focus group on interpreting public feedback and crafting vision statements and directions moving toward a draft of the WITH WILLMAR comprehensive plan. Planner Frank will also be providing a plan update at both the next panning commission and city council meetings regarding the related Safe Streets For All (SS4A) mobility plan that has been happening congruent with and as part of the WITH WILLMAR plan.

8. **MISCELLANEOUS**

None.

9. **ADJOURN**

With no further business to discuss, **Commissioner Newberg motioned to adjourn the meeting, seconded by Commissioner Dresler, and the meeting was adjourned at 8:01 PM.**

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	6.F.
Agenda Section:	Consent Items	**Originating Department:**	Planning and Development
Resolution:	No	**Prepared By:**	Chris Frank, City Planner
Ordinance:	No	**Presented By:**	Christopher Corbett, Planning and Development Director
Item:	Planning Commission Minutes of October 2, 2024		

RECOMMENDED ACTION:
Approve Minutes through Consent Agenda

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. 10-2-24 Minutes Planning Commission Meeting

WILLMAR PLANNING COMMISSION
WEDNESDAY, COTOBER 2, 2024
333 6TH STREET SW, CONFERENCE ROOM 1

MINUTES

The Willmar Planning Commission met on Wednesday, October 2, 2024, at 6:30pm at City Hall.

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

Members Absent: None.

Others Present: Christopher Frank (City Planner); Christopher Corbett (Planning Director); Justin Paffrath (Public); Loren Elinger (Public); Kathy Petrick (Public); Ken Behm (Public); Dean Zuleger (Suite Livn); Alyssa Sitz (Suite Livn); Sheila Bass (Suite Livn); Dustin Koosman (KDR Homes); Nathan Kriese (West Central Trophies); Cory Backes (Backes Tech.); Jodi Backes (Backes Tech.); Michelle Marotzke (KCED/Clean Chickens); and Jennifer Kotila (West Central Tribune).

1. Chairman Marchand called for order at 6:31 PM.

2. Roll Call.

3. Additions/Deletions: Planner Frank clarified that the planned update for the SS4A plan was moved from Director's Report to an official item under 6.3 Briefing, because it will end in official action by City Council at the conclusion of the plan.

4. Minutes:

   4.1. **Commissioner Buzzeo motioned, seconded by Commissioner Poe, to approve the September 18, 2024 meeting minutes. The motion passed unanimously**.

5. General Public Testimony: Justin Paffrath addressed the commission regarding housing concerns, advocating for solutions to address affordable housing needs and providing a packet of articles and proposed legislative bills for informational purposes. Discussion ensued regarding the role of the Planning Commission in housing policy and the ongoing comprehensive plan update.

6. **REGULAR BUSINESS**

   6.1 HEARING AND ACTION

   6.1.1 **DUSTIN KOOSMAN: CONDITIONAL USE PERMIT**
   Location: 1500 LOWER TRENTWOOD CIR NE; Parcel #: 95-828-0210; Ward 1.

Proposal: Three-townhome complex located in General Business (GB) zone that previously appeared before planning commission for briefing at the September 18, 2024 meeting.

Public Hearing Opened at 6:45 PM:

Loren Ellinger, 1600 Lakeland Drive, expressed concerns about the development's impact on traffic, neighborhood character, and the safety of the retaining pond.

Kathy Petrick, 813 Lakeland Drive, inquired about the design and its compatibility with the surrounding area.

Dustin Koosman, project applicant and developer, addressed the concerns, stating that the townhomes would be geared towards empty nesters on the lower units and families for the upper units, and that the design would be similar to other developments he had completed in the area.

Public Hearing closed at 6:56 PM.

Following discussion on the topics raised by public participants, **Commissioner Holwerda motioned, seconded by Commissioner Fils-Aime, to approve the conditional use permit. Following the reading of affirmative findings of fact on the record, the motion passed unanimously.**

6.1.2 **DOUG FENSTRA: CONDITIONAL USE PERMIT**
Location: 951 HIGH AVE NE; Parcel #: 95-911-0840; Ward 1.

Proposal: Nightclub located in General Business-3 (GB-3) zone that previously appeared before planning commission for briefing at the September 18, 2024 meeting.

Commissioners reviewed the departmental reviews from city staff, including addition of a curb cut on 10th St NE, parking lot and building improvements, and police concerns.

Public Hearing opened at 7:03 PM:

Dean Zuleger, Chief Operating Officer of Suite Livn, expressed opposition to the nightclub due to concerns about its potential impact on the mental health and safety of residents in nearby affordable housing units operated by Suite Livn.

Nathan Kriese, owner of West Central Trophies, also expressed concerns about the potential for increased crime and incidents given the proximity of a night club to Suite Livn's vulnerable tenants and the previous high rates of crime in the area.

Public Hearing: Closed at 7:10 PM.

Commissioners heavily discussed the possible impact on nearby residents and obtained clarification that Suite Livn operates approximately 96 units between two different apartment buildings nearby. Given that nobody was present from the applicant to answer questions, the Commission discussed tabling the request until answers could be provided as to the exact functions/plans of the night club and what steps could be taken to alleviate concerns raised by neighbors.

Commissioner Holwerda motioned, seconded by Commissioner Poe, to table action on the item until the next planning commission meeting. The motion passed unanimously.

6.1.3 **DOUG FENSTRA: PLAN REVIEW**
Location: ABBOT DRIVE SE, SOUTH HWY 71; Parcel #: 95-178-0140; Ward 4.

Proposal: Construction contractor shop located in General Business-3 (GB-3) zone that previously appeared before planning commission for briefing at the September 18, 2024 meeting.

Public Hearing: Not required

Following review of the project and the lack of any significant departmental review comments, or objections from the public, **Commissioner Dresler motioned, seconded by Commissioner Fils-Aime, to approve the plan review. Following the reading of affirmative findings of fact on the record, the motion passed unanimously.**

6.1.4 **CLEAN CHICKENS AND CO. LLC: CONDITIONAL USE PERMIT**
Location: 400 & 500 32ND ST SW; Parcel(s) #: 95-872-2410 & 95-872-2420; Ward 2.

Proposal: Sheep/Goat (Halal) meat processing plant located in Limited Industrial (I-1) zone that previously appeared before planning commission for briefing at the September 18, 2024 meeting.

Public Hearing opened at 7:29 PM:

Cory and Jodi Backes of Backes Technologies voiced concerns regarding possible odor nuisance that comes with the slaughter of animals and requested clarification on the process and type of animals that would be slaughtered at the facility.

Michelle Marotzke, Business Development Manager for Kandiyohi County Economic Development, spoke on behalf of the owners, addressing concerns about odor, noise, and traffic. Michelle clarified that waste products would be stored at 45 degrees and below to minimize bacterial growth that cause odors, and waste would be removed from the site twice per week to a processing facility in Redwood Falls, MN.

Public Hearing: Closed at 7:43 PM.

Commissioners continued discussing the potential for odor nuisance with the slaughter facility. While they did not anticipate a problem with the proposed owners of the facility, they expressed concern of what could happen with new owners in the future and discussed possible conditions that could be added to the conditional use permit. Commissioners questioned whether there were any conditions on the previously granted conditional use permit for this project that applicant was unable to begin construction within the lapse period. The previous minutes from the applicable meeting was unable to provide any clarification on previous conditions for the first conditional use permit.

Commissioner Buzzeo motioned, seconded by Commissioner Newberg, to approve the conditional use permit subject to any conditions that were included in the applicant's first conditional use permit that lapsed due to failure to begin construction within the required one-year timeframe.

Commissioners questioned whether there were any conditions on the previously granted conditional use permit for this project that applicant was unable to begin construction within the lapse period. The previous minutes from the applicable meeting was unable to provide any clarification on previous conditions for the first conditional use permit.

Following discussion regarding unknown conditions from the first conditional use permit, the motion failed.

Commissioner Dresler motioned, seconded by Commissioner Newberg, to approve the conditional use permit subject to the conditions that reasonable steps be taken to mitigate odors, including but not limited to, maintaining the temperature of any waste within USDA guidelines and periodic removal of waste at reasonable intervals. Following the reading of affirmative findings of fact on the record, the motion passed unanimously.

6.2 PLATS

None.

6.3 BRIEFINGS

6.3.1 **SAFE STREETS FOR ALL (SS4A) PLAN UPDATE**
Presented by: City Planner Chris Frank

Planner Frank provided an update on the Safe Streets for All Safety Action Plan, a mobility study aimed at improving safety for all road users. The plan is funded by a grant from the Federal Highway Administration and is being conducted by Bolton & Menk. The study includes community engagement, data analysis, and the development of design concepts to address safety concerns. The plan will culminate in a resolution from the City Council committing to the goal of zero deaths and serious injuries on city roadways.

7. **DIRECTOR'S REPORT**

None.

8. **MISCELLANEOUS**

Planner Frank informed the Commission that Fernando Cano has resigned his position as Commissioner due to ongoing time conflicts and restraints. The planning commission now has two vacant commissioner positions.

9. **ADJOURN**

With no further business to discuss, **Commissioner Poe motioned to adjourn the meeting, seconded by Commissioner Newberg, and the meeting was adjourned at 8:26 PM.**

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	6.G.
Agenda Section:	Consent Items	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Jared Voge, City Engineer
Item:	Accept and Final Project No. 2301-C: Irene, Augusta & Mary Avenue SE Reconstruction		

RECOMMENDED ACTION:
Adopt the resolution accepting Project No. 2301-C and authorizing final payment to Duininck, Inc. in the amount of $80,176.63.

OVERVIEW:
Project No. 2301-C, the reconstruction of Irene Avenue SE, Augusta Avenue SE, and Mary Avenue SE, was awarded to Duininck, Inc. at the April 17th, 2023 Council Meeting. All quantities have been reviewed by staff with the recommendation final payment be made.

BUDGETARY/FISCAL ISSUES:
The final payment is within the project budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. RESOLUTION- ACCEPT & FINAL PROJECT NO. 2301-C
2. Project No. 2301-C Irene Augusta Mary Final Pay Application

Resolution No.

A RESOLUTION ACCEPTING PROJECT NO. 2301-C AND AUTHORIZING FINAL PAYMENT.

Motion By:_____ Second By:_____

IMPROVEMENT: Project No. 2301-C: Irene Avenue, Augusta Avenue, Mary Avenue SE Reconstruction

CONTRACTOR:	Duininck, Inc.
DATE OF CONTRACT:	April 17, 2023
BEGIN WORK:	May 22, 2023
COMPLETE WORK:	September 12, 2024
APPROVE, ENGINEERING DEPT:	September 30, 2024

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

1. The said City of Willmar Irene Avenue, Augusta Avenue, Mary Avenue SE Reconstruction Project be herewith approved and accepted by the City of Willmar.

2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	$4,046,267.46
CHANGE ORDER NO. 1	($49,685.74)
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	$3,996,581.72
Less Previous Payments	$3,916,405.09
FINAL PAYMENT DUE CONTRACTOR:	**$80,176.63**

Dated this 7th day of October, 2024

_____
Mayor

Attest:

_____
City Clerk

BOLTON & MENK
Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

September 30, 2024

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

RE: Irene Avenue SE, Augusta Avenue SE & Mary Avenue SE Improvement Project
City of Willmar, Minnesota
City Project No.: 2301-C
BMI Project No.: 0W1.127954

Dear Justin:

Please find enclosed Final Payment Estimate and Change Order No. 1 for the above referenced project. The estimate includes all work completed through September 6, 2023. We have reviewed the estimate and change order and recommend approval. If you agree, please sign and date three copies of each and return one copy of each with payment to Duininck, Inc. and one to me for our files. Also enclosed are IC-134s and the consent of surety for the project.

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

Sincerely,

Bolton & Menk, Inc.

Spencer Johnson, P.E.
Project Manager

Enclosure

Bolton & Menk is an equal opportunity employer.

Contractor's Application for Payment

Owner:	City of Willmar	**Owner's Project No.:**	2301-C
Engineer:	Bolton & Menk, Inc.	**Engineer's Project No.:**	0W1.127954
Contractor:	Duininck, Inc.	**Agency's Project No.:**	
Project:	Irene Avenue SE, Augusta Avenue SE, and Mary Avenue SE Improvement Project		
Contract:	Irene Avenue SE, Augusta Avenue SE, and Mary Avenue SE Improvement Project		
Application No.:	FINAL	**Application Date:**	9/12/2024
Application Period:	**From** 8/9/2024	**to**	9/6/2024

1. Original Contract Price		$	4,046,267.46
2. Net change by Change Orders		$	(49,685.74)
3. Current Contract Price (Line 1 + Line 2)		$	3,996,581.72
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		$	3,996,581.72
5. Retainage			
a. _____ X $ 3,996,581.72 Work Completed		$	-
b. _____ X $ - Stored Materials		$	-
c. Total Retainage (Line 5.a + Line 5.b)		$	-
6. Amount eligible to date (Line 4 - Line 5.c)		$	3,996,581.72
7. Less previous payments		$	3,916,405.09
8. Amount due this application		$	80,176.63
9. Balance to finish, including retainage (Line 3 - Line 4)		$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:	Duininck, Inc.		
Signature:		**Date:**	9/26/24
Name:	Bryce Thorp	**Title:**	Contract Manager

Recommended by Engineer		**Approved by Owner**	
By:		**By:**	
Name:	Josh Halvorson, P.E.	**Name:**	Justin DeLeeuw
Title:	Principal In Charge	**Title:**	Public Works Director
Date:	9/30/2024	**Date:**	10/2/2024

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Progress Estimate - Unit Price Work | **Contractor's Application for Payment**

Owner: City of Willmar | **Owner's Project No.:** 2301-C
Engineer: Bolton & Menk, Inc. | **Engineer's Project No.:** 0W1.127954
Contractor: Duininck, Inc. | **Agency's Project No.:**
Project: Irene Avenue SE, Augusta Avenue SE, and Mary Avenue SE Improvement Project
Contract: Irene Avenue SE, Augusta Avenue SE, and Mary Avenue SE Improvement Project

Application No.: FINAL **Application Period:** From 08/09/24 to 09/06/24 **Application Date:** 09/12/24

A	B	C	D	E	F	F1	F2	G	H	I	J	K
		Contract Information				Previous Estimate		Work Completed				
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)
	Original Contract											
1	MOBILIZATION	1.00	LUMP SUM	150,000.00	150,000.00	1.00	150,000.00	1.00	150,000.00		150,000.00	100%
2	CLEARING	75.00	TREE	300.00	22,500.00	78.00	23,400.00	78.00	23,400.00		23,400.00	104%
3	GRUBBING	75.00	TREE	95.00	7,125.00	78.00	7,410.00	78.00	7,410.00		7,410.00	104%
4	SALVAGE MAILBOX	30.00	EACH	70.00	2,100.00	30.00	2,100.00	30.00	2,100.00		2,100.00	100%
5	SALVAGE SIGN	24.00	EACH	25.00	600.00	10.00	250.00	10.00	250.00		250.00	42%
6	REMOVE CURB AND GUTTER	8,441.00	LIN FT	3.35	28,277.35	8,541.00	28,612.35	8,541.00	28,612.35		28,612.35	101%
7	REMOVE BITUMINOUS STREET PAVEMENT	16,525.00	SQ YD	4.55	75,188.75	16,895.00	76,872.25	16,895.00	76,872.25		76,872.25	102%
8	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	46.00	SQ YD	20.00	920.00	52.00	1,040.00	52.00	1,040.00		1,040.00	113%
9	REMOVE CONCRETE DRIVEWAY PAVEMENT	2,220.00	SQ YD	10.00	22,200.00	1,980.00	19,800.00	1,980.00	19,800.00		19,800.00	89%
10	REMOVE CONCRETE WALK	1,790.00	SQ YD	7.25	12,977.50	1,435.00	10,403.75	1,435.00	10,403.75		10,403.75	80%
11	COMMON EXCAVATION (P)	12,072.00	CU YD	16.25	196,170.00	12,072.00	196,170.00	12,072.00	196,170.00		196,170.00	100%
12	SUBGRADE EXCAVATION (EV)	1,203.00	CU YD	15.00	18,045.00	628.00	9,420.00	628.00	9,420.00		9,420.00	52%
13	SELECT GRANULAR BORROW (CV)	7,728.20	CU YD	28.00	216,389.60	6,325.00	177,100.00	6,325.00	177,100.00		177,100.00	82%
14	GEOTEXTILE FABRIC TYPE V	18,032.00	SQ YD	1.50	27,048.00	18,108.00	27,162.00	18,108.00	27,162.00		27,162.00	100%
15	AGGREGATE BASE (CV) CLASS 5	4,039.00	CU YD	40.00	161,560.00	4,128.00	165,120.00	4,128.00	165,120.00		165,120.00	102%
16	TYPE SP 9.5 WEARING COURSE MIX (2,B)	1,280.00	TON	89.08	114,022.40	1,511.60	134,653.33	1,511.60	134,653.33		134,653.33	118%
17	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	2,133.00	TON	86.53	184,568.49	2,147.86	185,854.33	2,147.86	185,854.33		185,854.33	101%
18	AGGREGATE SURFACING - DRIVEWAY RESTORATION	24.00	SQ YD	15.00	360.00	24.00	360.00	24.00	360.00		360.00	100%
19	4" CONCRETE WALK	25,753.00	SQ FT	5.85	150,655.05	25,455.00	148,911.75	25,455.00	148,911.75		148,911.75	99%
20	6" CONCRETE WALK (PEDESTRIAN RAMPS)	1,786.00	SQ FT	11.00	19,646.00	1,790.00	19,690.00	1,790.00	19,690.00		19,690.00	100%
21	TRUNCATED DOMES	406.00	SQ FT	65.00	26,390.00	411.00	26,715.00	411.00	26,715.00		26,715.00	101%
22	CONCRETE CURB & GUTTER DESIGN B618	8,441.00	LIN FT	16.50	139,276.50	8,514.00	140,481.00	8,514.00	140,481.00		140,481.00	101%
23	BITUMINOUS DRIVEWAY PAVEMENT	30.00	SQ YD	100.00	3,000.00	37.00	3,700.00	37.00	3,700.00		3,700.00	123%
24	BITUMINOUS PATCH (6TH STREET)	255.00	SQ YD	30.00	7,650.00	285.00	8,550.00	285.00	8,550.00		8,550.00	112%
25	6" CONCRETE DRIVEWAY PAVEMENT	2,538.00	SQ YD	70.00	177,660.00	2,793.00	195,510.00	2,793.00	195,510.00		195,510.00	110%
26	6" EDGE DRAIN	6,288.00	LIN FT	14.50	91,176.00	6,333.00	91,828.50	6,333.00	91,828.50		91,828.50	101%
27	6" DRAIN CLEANOUT	49.00	EACH	350.00	17,150.00	51.00	17,850.00	51.00	17,850.00		17,850.00	104%
28	SUMP PUMP DRAINLINE SERVICE	78.00	EACH	350.00	27,300.00	76.00	26,600.00	76.00	26,600.00		26,600.00	97%
29	REINSTALL MAILBOX	30.00	EACH	95.00	2,850.00	30.00	2,850.00	30.00	2,850.00		2,850.00	100%
30	CLUSTER MAIL BOX	5.00	EACH	4,500.00	22,500.00	-	-	-	-		-	
31	FURNISH AND INSTALL SIGN, (STREET SIGN)	6.00	EACH	400.00	2,400.00	6.00	2,400.00	6.00	2,400.00		2,400.00	100%
32	FURNISH AND INSTALL SIGN, TYPE C	49.50	SQ FT	70.00	3,465.00	49.50	3,465.00	49.50	3,465.00		3,465.00	100%
33	TRAFFIC CONTROL	1.00	LUMP SUM	4,400.00	4,400.00	1.00	4,400.00	1.00	4,400.00		4,400.00	100%
34	TEMPORARY MAILBOXES	1.00	LUMP SUM	5,450.00	5,450.00	1.00	5,450.00	1.00	5,450.00		5,450.00	100%
35	EROSION CONTROL BLANKET, CAT 20, FERTILIZER, & SEED	394.00	SQ YD	1.75	689.50	4.00	7.00	4.00	7.00		7.00	1%
36	SILT FENCE, TYPE MS	145.00	LIN FT	3.25	471.25	178.00	578.50	178.00	578.50		578.50	123%
37	SEDIMENT CONTROL LOG, TYPE WOOD CHIP	80.00	LIN FT	3.10	248.00	6.00	18.60	6.00	18.60		18.60	8%
38	STORM DRAIN INLET PROTECTION	37.00	EACH	100.00	3,700.00	37.00	3,700.00	37.00	3,700.00		3,700.00	100%
39	STRIP, SALVAGE, SCREEN, & RESPREAD EXISTING TOPSOIL	1.00	LUMP SUM	69,000.00	69,000.00	1.00	69,000.00	1.00	69,000.00		69,000.00	100%
40	COMMON TOPSOIL BORROW (LV)	238.00	CU YD	40.00	9,520.00	-	-	-	-		-	
41	CONSTRUCTION ENTRANCE	6.00	EACH	200.00	1,200.00	2.00	400.00	2.00	400.00		400.00	33%
42	SEED & FERTILIZER HYDRAULIC MATRIX	9,383.00	SQ YD	1.29	12,104.07	7,784.00	10,041.36	7,784.00	10,041.36		10,041.36	83%
43	REMOVE STORM SEWER PIPE (12" & LARGER)	1,644.00	LIN FT	7.50	12,330.00	1,644.00	12,330.00	1,644.00	12,330.00		12,330.00	100%
44	REMOVE STORM MANHOLE OR CATCH BASIN	24.00	EACH	225.00	5,400.00	24.00	5,400.00	24.00	5,400.00		5,400.00	100%
45	CONNECT TO EXISTING STORM PIPE	13.00	EACH	825.00	10,725.00	15.00	12,375.00	15.00	12,375.00		12,375.00	115%
46	12" RC PIPE SEWER CLASS V	605.00	LIN FT	60.00	36,300.00	580.00	34,800.00	580.00	34,800.00		34,800.00	96%
47	15" RC PIPE SEWER CLASS V	2,139.00	LIN FT	72.00	154,008.00	2,145.00	154,440.00	2,145.00	154,440.00		154,440.00	100%
48	18" RC PIPE SEWER CLASS V	418.00	LIN FT	85.00	35,530.00	417.00	35,445.00	417.00	35,445.00		35,445.00	100%
49	15" FLARED END SECTION	1.00	EACH	1,200.00	1,200.00	1.00	1,200.00	1.00	1,200.00		1,200.00	100%
50	15" TRASH GUARD	1.00	EACH	750.00	750.00	1.00	750.00	1.00	750.00		750.00	100%
51	CONSTRUCT DRAINAGE STRUCTURE, DES R-1	81.00	LIN FT	575.00	46,575.00	78.44	45,103.00	78.44	45,103.00		45,103.00	97%
52	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	94.80	LIN FT	600.00	56,880.00	102.27	61,362.00	102.27	61,362.00		61,362.00	108%
53	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4022	11.90	LIN FT	725.00	8,627.50	15.60	11,310.00	15.60	11,310.00		11,310.00	131%

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Progress Estimate - Unit Price Work | **Contractor's Application for Payment**

Owner: City of Willmar | **Owner's Project No.:** 2301-C
Engineer: Bolton & Menk, Inc. | **Engineer's Project No.:** 0W1.127954
Contractor: Duininck, Inc. | **Agency's Project No.:**
Project: Irene Avenue SE, Augusta Avenue SE, and Mary Avenue SE Improvement Project
Contract: Irene Avenue SE, Augusta Avenue SE, and Mary Avenue SE Improvement Project

Application No.: FINAL **Application Period:** From 08/09/24 to 09/06/24 **Application Date:** 09/12/24

A	B	C	D	E	F	F1	F2	G	H	I	J	K
		Contract Information				Previous Estimate		Work Completed				
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)
54	CONSTRUCT DRAINAGE STRUCTURE, DES 60-4020	10.10	LIN FT	1,050.00	10,605.00	9.95	10,447.50	9.95	10,447.50		10,447.50	99%
55	CASTING ASSEMBLY (STORM MANHOLE)	17.00	EACH	625.00	10,625.00	19.00	11,875.00	19.00	11,875.00		11,875.00	112%
56	CASTING ASSEMBLY (STORM CATCH BASIN)	24.00	EACH	700.00	16,800.00	24.00	16,800.00	24.00	16,800.00		16,800.00	100%
57	INTERIOR LINING OF CATCH BASIN RINGS	24.00	EACH	635.00	15,240.00	24.00	15,240.00	24.00	15,240.00		15,240.00	100%
58	ADJUST FRAME AND RING CASTING (STORM)	18.00	EACH	800.00	14,400.00	19.00	15,200.00	19.00	15,200.00		15,200.00	106%
59	REMOVE TRUNK SANITARY SEWER	792.00	LIN FT	10.00	7,920.00	789.00	7,890.00	789.00	7,890.00		7,890.00	100%
60	REMOVE SANITARY MANHOLE	15.00	EACH	350.00	5,250.00	15.00	5,250.00	15.00	5,250.00		5,250.00	100%
61	CONNECT TO EXISTING TRUNK SANITARY SEWER	2.00	EACH	1,750.00	3,500.00	2.00	3,500.00	2.00	3,500.00		3,500.00	100%
62	CONNECT TO EXISTING SANITARY SEWER MAIN	11.00	EACH	1,150.00	12,650.00	11.00	12,650.00	11.00	12,650.00		12,650.00	100%
63	8"x4" PVC WYE, SDR 26	77.00	EACH	925.00	71,225.00	78.00	72,150.00	78.00	72,150.00		72,150.00	101%
64	24"x4" PVC WYE, SDR 26	16.00	EACH	5,575.00	89,200.00	16.00	89,200.00	16.00	89,200.00		89,200.00	100%
65	4" PVC SANITARY SERVICE PIPE, SDR 26	2,731.00	LIN FT	49.00	133,819.00	2,934.00	143,766.00	2,934.00	143,766.00		143,766.00	107%
66	8" PVC PIPE SEWER, SDR 35	3,604.00	LIN FT	58.00	209,032.00	3,572.00	207,176.00	3,572.00	207,176.00		207,176.00	99%
67	24" PVC PIPE SEWER, SDR 26	793.00	LIN FT	185.00	146,705.00	789.00	145,965.00	789.00	145,965.00		145,965.00	99%
68	CONSTRUCT SANITARY SEWER MANHOLE, 48" DES 4007	164.50	LIN FT	500.00	82,250.00	160.49	80,245.00	160.49	80,245.00		80,245.00	98%
69	CONSTRUCT SANITARY SEWER MANHOLE, 60" DES SPECIAL	16.10	LIN FT	800.00	12,880.00	15.78	12,624.00	15.78	12,624.00		12,624.00	98%
70	CASTING ASSEMBLY (SANITARY)	15.00	EACH	625.00	9,375.00	15.00	9,375.00	15.00	9,375.00		9,375.00	100%
71	ADJUST FRAME AND RING CASTING (SANITARY)	15.00	EACH	800.00	12,000.00	15.00	12,000.00	15.00	12,000.00		12,000.00	100%
72	SANITARY SEWER BYPASS	1.00	LUMP SUM	38,000.00	38,000.00	1.00	38,000.00	1.00	38,000.00		38,000.00	100%
73	REMOVE WATERMAIN	4,643.00	LIN FT	1.50	6,964.50	2,867.00	4,300.50	2,867.00	4,300.50		4,300.50	62%
74	SALVAGE HYDRANT	12.00	EACH	350.00	4,200.00	12.00	4,200.00	12.00	4,200.00		4,200.00	100%
75	TEMPORARY WATER SERVICE	1.00	LUMP SUM	15,000.00	15,000.00	1.00	15,000.00	1.00	15,000.00		15,000.00	100%
76	CONNECT TO EXISTING WATERMAIN	14.00	EACH	1,625.00	22,750.00	14.00	22,750.00	14.00	22,750.00		22,750.00	100%
77	HYDRANT 8' BURY	6.00	EACH	5,725.00	34,350.00	6.00	34,350.00	6.00	34,350.00		34,350.00	100%
78	HYDRANT 8.5' BURY	6.00	EACH	6,000.00	36,000.00	6.00	36,000.00	6.00	36,000.00		36,000.00	100%
79	HYRDANT EXTENSION (1-FOOT)	2.00	EACH	1,800.00	3,600.00	2.00	3,600.00	2.00	3,600.00		3,600.00	100%
80	4" GATE VALVE AND BOX	3.00	EACH	1,750.00	5,250.00	3.00	5,250.00	3.00	5,250.00		5,250.00	100%
81	6" GATE VALVE AND BOX	15.00	EACH	2,125.00	31,875.00	14.00	29,750.00	14.00	29,750.00		29,750.00	93%
82	8" GATE VALVE AND BOX	14.00	EACH	2,875.00	40,250.00	13.00	37,375.00	13.00	37,375.00		37,375.00	93%
83	1" CORPORATION STOP & SADDLE	89.00	EACH	475.00	42,275.00	89.00	42,275.00	89.00	42,275.00		42,275.00	100%
84	1" CURB STOP & BOX	89.00	EACH	875.00	77,875.00	89.00	77,875.00	89.00	77,875.00		77,875.00	100%
85	1" PE WATER SERVICE PIPE	2,731.00	LIN FT	31.00	84,661.00	2,902.00	89,962.00	2,902.00	89,962.00		89,962.00	106%
86	4" C900 PVC WATERMAIN	13.00	LIN FT	110.00	1,430.00	6.00	660.00	6.00	660.00		660.00	46%
87	6" C900 PVC WATERMAIN	161.00	LIN FT	60.00	9,660.00	149.00	8,940.00	149.00	8,940.00		8,940.00	93%
88	8" C900 PVC WATERMAIN	4,496.00	LIN FT	57.00	256,272.00	4,513.00	257,241.00	4,513.00	257,241.00		257,241.00	100%
89	4" POLYSTYRENE INSULATION	100.00	SQ YD	40.00	4,000.00	2.00	80.00	2.00	80.00		80.00	2%
90	WATERMAIN FITTINGS	2,640.00	POUND	13.25	34,980.00	2,120.00	28,090.00	2,120.00	28,090.00		28,090.00	80%
91	ADJUST VALVE BOX	25.00	EACH	300.00	7,500.00	33.00	9,900.00	33.00	9,900.00		9,900.00	132%
92	CASTING ASSEMBLY SPECIAL - CURB STOP	28.00	EACH	165.00	4,620.00	22.00	3,630.00	22.00	3,630.00		3,630.00	79%
93	LANDSCAPING ALLOWANCE	1.00	LUMP SUM	15,000.00	15,000.00	0.22	3,360.00	0.24	3,610.00		3,610.00	24%
		-	-	-	-				-		-	
				Original Contract Totals	**$ 4,046,267.46**		**$ 3,996,331.71**		**$ 3,996,581.72**	**$ -**	**$ 3,996,581.72**	**99%**
					Change Orders							
CO - 1	CHANGE ORDER 1	1.00	LUMP SUM	(49,685.74)	(49,685.74)				-		-	
				Change Order Totals	**$ (49,685.74)**				**$ -**	**$ -**	**$ -**	
					Original Contract and Change Orders							
				Project Totals	**$ 3,996,581.72**				**$ 3,996,581.72**	**$ -**	**$ 3,996,581.72**	**100%**

EJCDC C-620 Contractor's Application for Payment
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CHANGE ORDER FORM

NO.: _____1_____

Owner:	City of Willmar	Owner's Project No.:	2301-C
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	0W1.127954
Contractor:	Duininck, Inc.	Contractor's Project No.:	
Project:	Irene Avenue SE, Augusta Avenue SE, and Mary Avenue SE Improvement Project		
Contract Name:	Irene Avenue SE, Augusta Avenue SE, and Mary Avenue SE Improvement Project		
Date Issued:	9/12/2024	Effective Date of Change Order:	9/12/2024

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

Description:

This change order reconciles Final Contract Amount to Final Quantities. -49,685.74 Lump Sum

Attachments:

None

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 4,046,267.46	Original Contract Times: Substantial Completion: 10/13/2023 Ready for final payment: 06/14/2024
Decrease from previously approved Change Orders No. 0: $ N/A	**Increase** from previously approved Change Orders No. 0: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 4,046,267.46	Contract Times prior to this Change Order: Substantial Completion: 10/13/2023 Ready for final payment: 06/14/2024
Decrease this Change Order: $ 49,685.74	**Increase** this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: $ 3,996,581.72	Contract Times with all approved Change Orders: Substantial Completion: 10/13/2023 Ready for final payment: 06/14/2024

Recommended by Engineer	Accepted by Contractor
By:	
Title: Josh Halvorson, P.E., Principal In Charge	Contract Manager
Date: 9/30/2024	9/26/24

Authorized by Owner

By:

Title: Public Works Director

Date: 10/2/2024

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DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-711-712-992
Submitted Date and Time:	25-Sep-2024 1:25:13 PM
Legal Name:	DUININCK INC
Federal Employer ID:	41-1552654
User Who Submitted:	gerdesh
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**1556467712**
Minnesota ID:	3586809
Project Owner:	CITY OF WILLMAR
Project Number:	IRENE AVE
Project Begin Date:	15-May-2023
Project End Date:	15-Aug-2024
Project Location:	CITY OF WILLMAR
Project Amount:	$4,046,267.46

Subcontractor Summary

Name	ID	Affidavit Number
ALL STATE TRAFFIC CONTROL	4300984	54382592
CENTRAL MN SAWING	7155198	772395008
ESS BROTHERS	8205836	326553600
HERNESS CONSTRUCTION	3051898	1082249216
MIDSTATE RECLAMATION	1719563	864145408
NELSON SANITATION	2383318	1857671168
NORTHLAND EROSION	5563670	1925632000
RAIN FOR RENT	1599088	751226880
TREE STORY	3785837	1852231680
WESTSTAR CURB	1188501	455200768

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	6.H.
Agenda Section:	Consent Items	**Originating Department:**	Fire Department
Resolution:	Yes	**Prepared By:**	Frank Hanson, Fire Chief
Ordinance:	No	**Presented By:**	Frank Hanson, Fire Chief
Item:	Resolution Approving a Minnesota Department of Public Safety Grant		

RECOMMENDED ACTION:
Approve a Resolution authorizing the acceptance of a $40,000 ARMER Equipment Grant from the MN Department of Public Safety, division of Emergency Communication Networks (DPS-ECN).

OVERVIEW:
Approximately 3 months ago, the fire department was made aware of this grant opportunity. We had less than a week to submit the grant application. We received an email on September 27, 2024, that advised us that we had been awarded the $40,000 grant. This grant is to be used for communications equipment. This grant does require a 5% local match.

BUDGETARY/FISCAL ISSUES:
This grant does require a 5% local match. The amount of $2,105.26 will come from the fire department's operations budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Grant Award Letter
2. ARMER Grant - Resolution

Alcohol and Gambling Enforcement

Bureau of Criminal Apprehension

Driver and Vehicle Services

Emergency Communication Networks

Homeland Security and Emergency Management

Minnesota State Patrol

Office of Communications

Office of Justice Programs

Office of Traffic Safety

State Fire Marshal

Emergency Communication Networks

445 Minnesota Street • Suite 1725 • Saint Paul, Minnesota 55101-5137
Phone: 651.201.7547 • Fax: 651.296.2665 • TTY: 651.282.6555
www.ecn.state.mn.us

September 24, 2024

Matt Grave, Deputy Chief
Willmar Fire Department
515 2nd St SW
Willmar, MN 56201

RE: State Fiscal Year 2024-2026 ARMER Equipment Grant Program

Congratulations! The Department of Public Safety, division of Emergency Communication Networks (DPS-ECN) has selected your application submitted in response to the State Fiscal Year (SFY) 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Grant Program.

DPS-ECN received a strong response to the ARMER Grant Program request for proposals, far exceeding the $4 million in funds available. Over 170 entities applied to this grant, with projects totaling over $23 million in requested grant funds. The average grant funding request was $130,000, more than our initial estimate of $40,000 per applicant. DPS-ECN in collaboration with stakeholders and ARMER subject matter experts have scored and awarded this grant based on highest overall scores and funding available and have determined the final grant offer for awardees.

The total grant offer for Willmar Fire Department is $40,000.00 with a 5% local match requirement of $2,105.26.

Records of all applicants will be retained in the event funds are returned or reallocated through the life of the grant. DPS-ECN reserves the right to offer grant amounts that differ from the applicant's request. The award decisions of DPS-ECN are final and not subject to appeal.

The tentative grant period is November 1, 2024 through June 30, 2026, pending the execution date of your grant contract with DPS-ECN. **Please do not incur any expenditures until the grant contract agreement is fully executed. Any expenditures you make prior to the full execution of the grant contract agreement will be your sole responsibility to pay.**

To begin contracting for this grant, please review and complete the following administrative steps.

1. Register as a vendor in the Minnesota Statewide Integrated Financial Tool System (SWIFT): SWIFT Vendor Resources.
2. Register in the E-Grants Grants Management Platform. E-Grants user instructions have been provided alongside this letter. In order to register in E-Grants, grantees will need to provide their legal organization name, federal employer identification number (FEIN), SWIFT vendor number, and legal address.
3. Complete the 2024 DECN (ARMER) Equipment Grant application in E-Grants. Note that the E-Grants application forms may not be immediately available for all grantees at the time of receiving this letter. DPS-ECN will notify grantees directly if this is the case. To complete the E-Grants application, be prepared to provide the following information using your application submitted to DPS-ECN:
    - Grantee, authorized representative, program and other contact information.
    - Financial information about your organization, including your fiscal year beginning and end dates, financial reports or audits (as applicable), administrative system information, and grant management information.
    - Grant application narrative responses (copied from your grant application).
    - Budget line item information (copied from your grant application).
    - Sub-award information, if applicable.

Once these steps are complete and your organization information has been reviewed and approved by DPS-ECN, the contract will be made available for execution in E-Grants. **Applicants recommended for an award must wait until they receive the fully-executed grant contract before procuring any services and incurring expenditures.** DPS-ECN reserves the right to cancel the solicitation or withdraw this recommendation for award if it is considered to be in the entity's best interest due to a lack of funding, agency priorities, or other considerations.

If you have any questions about this award notification or the E-Grants application process, please contact Rebeccah Roberts, ECN Grants Coordinator, rebeccah.m.roberts@state.mn.us. This will be your administrative contact for the duration of the grant. You may also request to schedule a discussion of the feedback from your grant application materials.

On behalf of DPS-ECN, we look forward to working with you.

Sincerely,

Rebeccah Roberts, ECN Grants Coordinator
rebeccah.m.roberts@state.mn.us
612-280-2456

RESOLUTION NO. _____

AUTHORIZATION TO ACCEPT A MINNESOTA DEPARTMENT OF PUBLIC SAFETY-EMERGENCY COMMUNICATION NETWORKS- ARMER GRANT.

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 city staff be authorized to accept the DPS-ECN ARMER grant in the amount of $40,000.

Dated this 7th day of October, 2024

_____

MAYOR

ATTEST:

_____

CITY CLERK

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	6.I.
Agenda Section:	Consent Items	**Originating Department:**	Administration
Resolution:	Yes	**Prepared By:**	Kyle Box, City Operations Director
Ordinance:	No	**Presented By:**	Jared Voge, City Engineer
Item:	Resolution Approving Discretionary Grant Assistance		

RECOMMENDED ACTION:
Approve a Resolution for State Funded Program for IIJA Discretionary Grant Assistance in the amount of $40,000.

OVERVIEW:
The city applied for and was awarded $200,000 in federal funding for the Safe Streets for All planning grant. City staff applied for and successfully obtained an additional $40,000 in state IIJA Matching Funds. The total project cost is $249,852. After the total project cost is reduced by $240,000 in grant funding, the city's share of the project cost is $9,852.

BUDGETARY/FISCAL ISSUES:
Safe Streets For All (SS4A)

Federal Funds	$200,000
State Funds	$40,000
Local Funds	$9,852
Total	$249,852

ALTERNATIVES TO CONSIDER:
None Recommended

ATTACHMENTS:
1. Resolution (IIJA
2. IIJA Match Fund Letter
3. IIJA Match Agreement

RESOLUTION
State Funded Program for IIJA Discretionary Grant Assistance
Terms and Conditions
SAP 175-589-001
October 7, 2024

WHEREAS, the City of Willmar has applied to the Commissioner of Transportation for a grant from the State Program for IIJA Assistance; and

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

WHEREAS, the amount of the grant has been determined to be $40,000.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Willmar does hereby agree to the terms and conditions of the grant consistent with Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a), and will pay any additional amount by which the cost exceeds the estimate, and will return any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Dated this 7th day of October, 2024

_____
MAYOR

ATTEST:

_____
CITY ADMINISTRATOR

DEPARTMENT OF TRANSPORTATION

State Aid for Local Transportation
395 John Ireland Blvd., MS 500
St. Paul, MN 55155
Phone: 651-366-3800

September 16, 2024

Jared Voge
Willmar Interim City Engineer
333 SW 6th St
Willmar, MN 56201

In reference to:
Infrastructure Investment and Jobs Act (IIJA) Match Grant
State Aid Accounting System Account No. 426 (2023 State IIJA Match General Funds)
MnDOT Grant Agreement No. 1057822
SAP 175-589-001

Dear Mr. Voge,

You are now authorized to advance the status of this project. This project is eligible for state matching costs required for a federal discretionary grant associated with safe streets for all planning in the City of Willmar, as documented in the "state funded professional/technical force account agreement" dated 8/22/2024. Note that the federal funds will be administered separately through Federal Highway Administration (FHWA).

This state IIJA match funding requires the execution of a MnDOT grant agreement before the IIJA matching funds can be authorized. Following this funding letter, I will request that Mohamed Farah from State Aid Finance requisition the funds in the state aid accounting system. Since the total project cost is known, he will then issue a letter with the final funding determination for use in the grant agreement. This is called the "encumbrance letter." Since the funding summary in the encumbrance letter will match the funding summary in this funding letter, feel free to get started on the draft agreement after receipt of this funding letter.

Eligible costs incurred after the date of this funding letter will ultimately be eligible for reimbursement, however the MnDOT grant agreement must be fully executed before the grant can be authorized, and **the grant agreement should be fully executed before work begins on the project**. Please contact me if this will be an issue.

The MnDOT agreement number is 1057822 and should be included in the upper right corner of the IIJA match grant agreement. Please submit a draft agreement to Olga Kruglova (olga.kruglova@state.mn.us) from my office for review prior to obtaining local agency signatures. Then submit a pdf of the grant agreement with local agency signatures to Ms. Kruglova for approval and final execution. The templates for the 2023 IIJA match general fund grant agreement and resolution can be found on the state aid website. During this project, you will need to work with the District State Aid Engineer on submitting and approving documentation and state aid pay requests for reimbursement of eligible state IIJA matching funds related to this work.

IMPORTANT: Since the federal funds and state IIJA match funds are being administered by two different agencies – FHWA and MnDOT, respectively – when you are requesting payment of state IIJA match funds from MnDOT via state aid pay request, we will require the city to include Federal Aid pay request and proof of payment from FHWA as documentation. This will help avoid FHWA and MnDOT accidentally making double payments. Reimbursement of state IIJA match funds will be up to 20% of the federally eligible request, up to the maximum IIJA state grant amount.

Project Estimate		
2023 State IIJA Match Funds (SAAS Acct 426) – Engineering	$	40,000.00
Federal Funds (Safe Streets for All planning)	$	200,000.00
Local City	$	9,852.00
Total	$	249,852.00

Sincerely,

Marc D Briese

Digitally signed by Marc D Briese
Date: 2024.09.16 16:39:12 -05'00'

Marc Briese
State Aid Programs Manager

copy: Todd Broadwell, District 8 State Aid Engineer
Bill Knofczynski, District 8 State Aid Assistant
Federal Highway Administration Minnesota Division [via email Minnesota.FHWA@dot.gov]
Elisa Bottos, State Aid Project Delivery Engineer
Mohamed Farah, State Aid Finance
Olga Kruglova, State Aid Programs

STATE OF MINNESOTA
FEDERAL TRANSPORTATION GRANTS TECHNICAL ASSISTANCE AND IIJA DISCRETIONARY MATCH GRANT AGREEMENT

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

Public Entity (Grantee) name, address and contact person:
City of Willmar
333 6th Street SW
Willmar, MN 56201

Contact: Leslie Valiant, City Administrator

RECITALS

1. General Funds were appropriated to provide grants for technical assistance to a requesting local unit of government or Tribal government that seeks to submit an application for a federal discretionary grant for a transportation-related purpose in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
2. General funds were appropriated to make state funded grants to a federal grant recipient in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
3. Grantee has been awarded Federal Transportation Grants Technical Assistance or IIJA Discretionary Grant Match funds in session law as noted above.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

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

1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5. As required by Minn.Stat.§16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work**.**

1.2 **Expiration Date.** This agreement will expire on **December 31, 2028**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 **Grantee's Duties**

2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.

2.2 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).

2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 **Time**

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

4 **Consideration and Payment**

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

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a). Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed $**40,000.00.**

4.2 **Payment**

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

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

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

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

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

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

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

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

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

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 **Conditions of Payment**

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

6 **Authorized Representatives**

6.1 The State's Authorized Representative is:

Marc Briese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Jared Voge, P.E.
City Engineer
Bolton & Menk, Inc.
2040 Highway 12 East
Willmar, MN 56201
(612) 756-0326
jared.voge@bolton-menk.com

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

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

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

7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

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

9 **State Audits**

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

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

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Grantee or the State.

11 **Workers Compensation**

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

12 **Governing Law, Jurisdiction, and Venue**

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

13 **Termination; Suspension**

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

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

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

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

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

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

14 **Data Disclosure**

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

requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

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

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

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

18 **Additional Provisions**

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

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

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

18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are

inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 **Use, Maintenance, Repair and Alterations**. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors , (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

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

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

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance

By: _____
(with delegated authority)

Title: State Aid Programs Manager

Date: _____

DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS			USES OF FUNDS	
Entity Supplying Funds	**Amount**		**Expenses**	**Amount**
State Funds:			**Items Paid for with General Fund Grant Funds:**	
General Fund Grant				
2023 State IIJA Match Funds SAAS Acct 426	$ 40,000.00			
			Safe Streets for All Planning	$ 40,000.00
Subtotal	$ 40,000.00		Subtotal	$ 40,000.00
Public Entity Funds:			**Items paid for with Non-Funds:**	
Matching Funds				
Local Match	$ 9,852.00			
Other:			Safe Streets for All Planning	$ 209,852.00
Federal Funds (Safe Streets for All Planning)	$ 200,000.00			
Subtotal	$ 209,852.00		Subtotal	$ 209,852.00
TOTAL FUNDS	$ 249,852.00	=	**TOTAL PROJECT COSTS**	$ 249,852.00

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

Form Name:	IIJA-match-application
Submission Time:	July 18, 2024 10:09 am
Browser:	Chrome 126.0.0.0 / Windows
IP Address:	47.44.85.106
Unique ID:	1246069558

I certify that I meet the eligibility requirements.	Yes
Entity Legal Name	City of Willmar
Mailing address	333 6th Street SW Willmar, MN 56201
SWIFT Vendor Number	0000197727
Type of applicant	Local government

Authorized representative

Name	Leslie Valiant
Title	City Administrator
Phone number	(320) 214-5160
Email address	lvaliant@willmarmn.gov

Program contact

Name	Jared Voge
Title	City Engineer
Phone number	(612) 756-0326
Email address	jared.voge@bolton-menk.com

Program/project information

Transportation mode	Local roadway
Program/project title	Safe Streets and Roads for All Action Plan
Brief program/project description	The City of Willmar has been awarded IIJA funding to complete a SS4A Action Plan. The final document will provide the city with a multiyear actionable, transportation safety plan.
Program/project location	City of Willmar, MN
Congressional district of program/project	7

Estimated start date	May 02, 2024
Estimated end date	Jan 17, 2025

Federal award information

Name of federal awarding agency/office	Federal Highway Administration (FHWA)
Name of FHWA grant program	Other: Safe Streets for All (SS4A)
Assistance Listing Number (ALN)	20.939
Federal Funding Opportunity Number	DOT-SS4A-FY22-01
Date of notice of award	Jan 31, 2023

Federal application information

Amount of federal funds requested	200000.00
Amount of federal funds awarded	200000.00
Total project cost (as proposed on application)	250000.00
Match requirement percentage for the federal program	80%/20%
Upload PDF of SF-424 from application	https://mndotforms.formstack.com/admin/download/file/16643430253
Upload Notice of Award letter/confirmation from federal awarding agency	https://mndotforms.formstack.com/admin/download/file/16643430265

Additional comments

Is there anything else you'd like to add?	A copy of the fully executed federal grant agreement is available upon request. The city was awarded $200,000 with a required local match of $50,000. The City of Willmar respectfully requests MnDOT's approval of this grant application. Thank you

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION

State Funded Program for IIJA Discretionary Grant Assistance
Terms and Conditions
SAP 175-589-001
October 7, 2024

WHEREAS, the City of Willmar has applied to the Commissioner of Transportation for a grant from the State Program for IIJA Assistance; and

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

WHEREAS, the amount of the grant has been determined to be $**40,000.00** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Willmar does hereby agree to the terms and conditions of the grant consistent with Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a), and will pay any additional amount by which the cost exceeds the estimate and will return any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

City' signatures

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	6.J.
Agenda Section:	Consent Items	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Justin DeLeeuw, Public Works Director
Item:	Public Works Heating System Replacement & Repairs		

RECOMMENDED ACTION:
Adopt the resolution awarding the Public Works garage heating system replacement and repairs project to Bulletproof Mechanical Service, Inc. in the amount of $85,916.72.

OVERVIEW:
The HVAC systems at the Public Works garage is scheduled for replacement, as identified in the 2024 CIP. The current units for replacement are all over 30 years old and inefficient. The project scope includes:

Garage Offices, Lunch Room, Locker Room

- Replace A/C condensing unit and using one of the existing furnace that is newer
- Replace the older furnace and second A/C condensing unit

Mechanic Shop Office Air Conditioning

- Replace A/C condensing unit and evaporator coil. Use existing furnace that is newer

Vehicle Storage Building

- Repair make-up air unit
- Replace monitoring system
- Repair exhaust fan

Other Repairs

- Make-up air units (4)- Replace the burner assembly along with the pilot assembly. Install warm weather shut down to prevent the burner from coming on in warmer weather. Replace air filters as needed.
- Make-up air unit in Mechanic Shop trips circuit breaker intermittently
- Make-up air unit in the old shop (southern unit) blows fuses intermittently
- All make-up air units exhaust fans (7)- replace bearings, motor sheave, and belt

Bids were received for the project from two contractors; Chappell Central, Inc. in the amount of $89,083, and Bullet Proof Mechanical Service, Inc. in the amount of $85,916.72. After review of the bids, staff is requesting to proceed with Bullet Proof Mechanical Service, Inc.

BUDGETARY/FISCAL ISSUES:
The 2024 Capital Improvement Plan includes $100,000 for the project designated from ARPA funds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution- Accept Bid HVAC Replacement
2. 2024 HVAC Bids
3. Bid Details

Resolution No._____

A RESOLUTION AWARDING THE PUBLIC WORKS GARAGE HVAC REPLACEMENT AND REPAIRS TO BULLET PROOF MECHANICAL SERVICE, INC. IN THE AMOUNT OF $85,916.72.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Bullet Proof Mechanical Service, Inc. of Willmar, MN for the Public Works Garage HVAC replacement and repairs 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 $85,916.72.

Dated this 7th day of October, 2024

_____
Mayor

Attest:

_____
City Clerk

	Chappell Central	Bullet Proof Mechanical
Makeup air unit system repair in vehicle storage	$13,716	Incorporated in other estimates
Replacement and removal of HVAC system for lunchroom, locker room, and offices	$15,673	$16,903
Removal & installation of gas monitoring systems at all makeup air locations	$34,980.06	$34,659.67
Repairs to multiple exhaust fans & makeup air units	$19,732.08	$28,436.10
Replacement of condensing unit and evap coil for mechanic shop office	$4,982	$5,918.15
Total	**$ 89,083.41**	**$ 85,916.72**

Bullet Proof Mechanical
Service Inc
321 Ferring St. SE
Willmar, MN 56201

Name / Address
City Of Willmar 333 6th St SW Willmar, MN 56201

ESTIMATE

Date	Estimate #
9/11/2024	2284

Description	Qty	Rate	Total
Bullet Proof Mechanical Service Inc is pleased to provide this estimate for replacing the Co, No2 gas monitoring system to control the five Makeup Air Units in the Main shops, Mechanics shop, and vehicle storage shop. These monitoring system and components were selected by the manufacture of the gas monitoring equipment. We provided their application engineers with the dimensions of each space, details about the space (no columns between wall to mount sensors in central locations) and specific info on the MAU's that ventilate each space. This will ensure the monitoring system will meet all codes, and will work correctly to ensure a safe breathing environment in each space. These monitoring systems will control the corresponding MAU's to energize them as needed based on the conditions in each space. This system will also have a strobe/horn alarm to indicate an unsafe level of co/no2 in the event that the ventilation equipment should fail to operate. We have included the equipment needed and labor to mount all equipment as well as start up and programming. We have not included any electrical conduits or wiring that will be needed to wire these new controls. Much of the existing conduits that run to each existing sensor and MAU should be reusable by your electrician. Includes: Factory suggests one FCS-32 controller to control the 12 sensors in the Main North and South and the High Roof Area. And then just 3 stand alone units, one for Mechanics shop and 2 for the vehicle storage. Note: MAIN SHOP NORTH/SOUTH/HIGH ROOF 1-FCS-32-M FCS Flexible Control System High performance controller with up to 32 channel configurations, comes with Modbus LAN communication, Modbus WAN output, 4 internal 5A @240 VAC SPDT relays, 2 strobe / horn alarm outputs, standard door mounted			

This estimate is valid for 30 days. Any wireing requireing a licensed electrician is not included!	**Subtotal**
	Sales Tax (0.0%)
Please sign, date and return to accept. X	**Total**

Bullet Proof Mechanical
Service Inc
321 Ferring St. SE
Willmar, MN 56201

Name / Address
City Of Willmar 333 6th St SW Willmar, MN 56201

ESTIMATE

Date	Estimate #
9/11/2024	2284

Description	Qty	Rate	Total
buzzer, graphic 8.1 cm (3.2 in) LCD resistive touch screen display, data logging, water / dust tight enclosure 12-CGAS-D-CO-NO2 CGAS-D Digital Transmitter Dual channel, internal electrochemical carbon monoxide(CO) sensor (0 - 200 ppm range) and internal electrochemical nitrogen dioxide (NO2) sensor (0 - 10 ppm), LCD display, in field configurable Modbus RTU RS-485 or BACnet MS/TP RS-485 output, Plug & Play Smart sensor replacement, water / dust tight enclosure 1- RSH-24V-R Remote Horn/Strobe -Red Remote Horn/Strobe Combo (independent function or together) with RED lens, 24 VAC/VDC, rated 99 dB @ 3 m (10 ft) (VAC), 97 dB @ 10 ft (3 m) (VDC), recommend mounting on electrical junction box Note: MECHANIC SHOP/VEHICLE STORAGE 3-CGAS-SC-CO-NO2 CGAS-SC Self Contained Controller Dual channel, internal electrochemical carbon monoxide (CO) sensor (0 - 200 ppm range) and internal electrochemical nitrogen dioxide (NO2) sensor (0 – 10 ppm), LCD display with LED indicators, audible alarm, field configurable Modbus® RTU RS-485 or BACnet® MS/TP output, two 5A @ 240 VAC SPDT relays, low voltage 16 - 30 VDC or 12 - 28 VAC, 10 W max, Class 2, black ABS/PC water / dust tight enclosure, plug & play smart sensor technology			

This estimate is valid for 30 days. Any wireing requireing a licensed electrician is not included!

Subtotal

Sales Tax (0.0%)

Please sign, date and return to accept. X

Page 2

Total

Bullet Proof Mechanical
Service Inc
321 Ferring St. SE
Willmar, MN 56201

Name / Address
City Of Willmar 333 6th St SW Willmar, MN 56201

ESTIMATE

Date	Estimate #
9/11/2024	2284

Description	Qty	Rate	Total
- Labor to mount equipment, program each system, and coordinate wiring with your electrician - all design work Materials and Labor Quoted Not Included: - Electrical wiring - Connecting to a Building Management digital system -Sales Tax	1	34,659.67	34,659.67

This estimate is valid for 30 days. Any wireing requireing a licensed electrician is not included!

Please sign, date and return to accept. X

Subtotal	$34,659.67
Sales Tax (0.0%)	$0.00
Total	$34,659.67

Bullet Proof Mechanical
Service Inc
321 Ferring St. SE
Willmar, MN 56201

Name / Address
City Of Willmar 333 6th St SW Willmar, MN 56201

ESTIMATE

Date	Estimate #
9/11/2024	2287

Description	Qty	Rate	Total
BULLET PROOF MECHANICAL SERVICE INC. IS PLEASED TO PROVIDE TO YOU THIS QUOTE FOR REPLACING YOUR HVAC SYSTEM FOR THE MAIN OFFICE AT THE CITY GARAGE. THIS SYSTEM WILL SERVE THE BREAK ROOM AND LOCKER ROOM. I HAVE INCLUDED A NEW 2 STAGE HIGH EFFICIENT FURNACE AND AN R410A 16 SEER A/C SYSTEM. * Remove and recycle refrigerant, Demo old furnace, A/C unit, refrigerant lines, evaporator coil and recycle *SUPPLY AND INSTALL: - Tempstar 2.5 ton (30,000 btu) 16 SEER Air Conditioner - Tempstar 96% eff 80,000 BTU Two Stage variable speed blower Gas Furnace (very quiet) - Tempstar 2.5 ton Evaporator N-Coil with R-410A and TXV - Base pad for condensing unit - Gas piping to connect to the existing gas line - pvc exhaust and intake venting to connect to existing - new condensate drain line - Sheet metal to adapt the new furnace to the existing ductwork - Honeywell wifi thermostat - Quality Materials and Equipment - Quality Workmanship - Outstanding Local Service with a Smile			
Materials and Labor Quoted	1	10,642.00	10,642.00
OPTION 1: INSTALL UV LIGHT IN THE RETURN DUCTWORK TO KILL AIRBORNE GERMS, BACTERIA , AND VIRUSES. ALL OF THE AIR IN THE HOME GETS PULLED THROUGH THE RETURN AIR VENTS AND PASSES BY THIS UV LIGHT THAT KILLS ANY GERMS, BACTERIA, AND VIRUSES. ADD $490 FOR THIS OPTION NOTE:			

THIS ESTIMATE IS VALID FOR 10 DAYS. THANK YOU!	**Subtotal**
	Sales Tax (0.0%)
Please sign, date and return to accept. X	**Total**

Bullet Proof Mechanical
Service Inc
321 Ferring St. SE
Willmar, MN 56201

Name / Address
City Of Willmar 333 6th St SW Willmar, MN 56201

ESTIMATE

Date	Estimate #
9/11/2024	2287

Description	Qty	Rate	Total
- THIS EQUIPMENT IS TOP OF THE LINE AND THE HIGHEST ENERGY EFFICIENCY. VERY QUIET. - 10 RESIDENTIAL OR 5 YEAR COMMERCIAL PARTS WARRANTY WITH REGISTRATION OF EQUIPMENT. (WE REGISTER THE EQUIPMENT FOR YOU) - 5 YEAR LABOR WARRANTY ON MANUFACTURER DEFECTS. ***LINE VOLTAGE ELECTRICAL WIRING IS NOT INCLUDED. YOUR ELECTRICIAN WILL BE ABLE TO CONNECT TO THE EXISTING CIRCUITS BUT THERE ARE SOME CODE CHANGES RECENTLY THAT WILL REQUIRE SOME MODIFICATIONS.			

THIS ESTIMATE IS VALID FOR 10 DAYS. THANK YOU!

Please sign, date and return to accept. X

Page 2

Subtotal	$10,642.00
Sales Tax (0.0%)	$0.00
Total	$10,642.00

Bullet Proof Mechanical
Service Inc
321 Ferring St. SE
Willmar, MN 56201

Name / Address
City Of Willmar 333 6th St SW Willmar, MN 56201

ESTIMATE

Date	Estimate #
9/11/2024	2288

Description	Qty	Rate	Total
BULLET PROOF MECHANICAL SERVICE INC. IS PLEASED TO OFFER THE FOLLOWING ESTIMATE FOR REPLACING THE A/C UNIT AND EVAPORATOR COIL FOR THE CITY GARAGE MAIN OFFICES/BATHROOMS. THE CONDENSING UNIT IS FORM 1995, AND THE FURNACE IS NEWER AND IN GOOD SHAPE. THE A/C UNIT IS AN R22 REFRIGERANT UNIT FROM 1995, SO IT IS 29 YEARS OLD. REPLACING THE OUTDOOR UNIT AND EVAPORATOR WILL BE AN UPGRADE FROM R22 TO R410A REFRIGERANT. R22 HAS BEEN PHASED OUT AND IS NO LONGER USED IN NEW SYSTEMS SINCE 2010. . INCLUDES: - RECOVER REFRIGERANT AND RECYCLE DISPOSE OF - SUPPLY AND INSTALL ONE NEW 3 TON TEMPSTAR 16 SEER2 230 VOLT 1PH CONDENSING UNIT - SUPPLY AND INSTALL ONE NEW 3 TON R410A EVAPORATOR COIL WITH TXV - PURGE SYSTEM WITH DRY NITROGEN DURING BRAZING AND PRESSURE TEST WHEN SEALED. - PROVIDE EQUIPMENT BASE PAD - EVACUATE AND CHARGE SYSTEM WITH R410A - ALL LABOR - QUALITY EQUIPMENT AND MATERIALS - QUALITY WORKMANSHIP - OUTSTANDING LOCAL SERVICE WITH A SMILE			
Materials and Labor Quoted	1	6,260.80	6,260.80
NOT INCLUDED: - SALES TAX - ANYTHING NOT LISTED ABOVE - ELECTRICAL WIRING - THERMOSTAT			

This estimate is valid for 30 days. Any wiring requiring a licensed electrician is not included!

Please sign, date and return to accept. X .

Subtotal	$6,260.80
Sales Tax (0.0%)	$0.00
Total	$6,260.80

Bullet Proof Mechanical
Service Inc
321 Ferring St. SE
Willmar, MN 56201

Name / Address
City Of Willmar 333 6th St SW Willmar, MN 56201

ESTIMATE

Date	Estimate #
9/11/2024	2286

Description	Qty	Rate	Total
BULLET PROOF MECHANICAL SERVICE INC. IS PLEASED TO OFFER THE FOLLOWING ESTIMATE FOR REPLACING THE A/C UNIT AND EVAPORATOR COIL FOR THE SHOP PARTS ROOM/OFFICE. THE CONDENSING UNIT IS FORM 1995, AND THE FURNACE IS NEWER AND IN GOOD SHAPE. THE A/C UNIT IS AN R22 REFRIGERANT UNIT FROM 1995, SO IT IS 29 YEARS OLD. REPLACING THE OUTDOOR UNIT AND EVAPORATOR WILL BE AN UPGRADE FROM R22 TO R410A REFRIGERANT. R22 HAS BEEN PHASED OUT AND IS NO LONGER USED IN NEW SYSTEMS SINCE 2010. .			
INCLUDES: - RECOVER REFRIGERANT AND RECYCLE DISPOSE OF - SUPPLY AND INSTALL ONE NEW 2 TON TEMPSTAR 16 SEER2 230 VOLT 1PH CONDENSING UNIT - SUPPLY AND INSTALL ONE NEW 2 TON R410A EVAPORATOR COIL WITH TXV - PURGE SYSTEM WITH DRY NITROGEN DURING BRAZING AND PRESSURE TEST WHEN SEALED. - EVACUATE AND CHARGE SYSTEM WITH R410A - ALL LABOR - QUALITY EQUIPMENT AND MATERIALS - QUALITY WORKMANSHIP - OUTSTANDING LOCAL SERVICE WITH A SMILE			
Materials and Labor Quoted	1	5,918.15	5,918.15
NOT INCLUDED: - SALES TAX - ANYTHING NOT LISTED ABOVE - ELECTRICAL WIRING - THERMOSTAT			

This estimate is valid for 30 days. Any wiring requiring a licensed electrician is not included!

Please sign, date and return to accept. X

Subtotal	$5,918.15
Sales Tax (0.0%)	$0.00
Total	$5,918.15

Bullet Proof Mechanical
Service Inc
321 Ferring St. SE
Willmar, MN 56201

Name / Address
City Of Willmar 333 6th St SW Willmar, MN 56201

ESTIMATE

Date	Estimate #
9/11/2024	2283

Description	Qty	Rate	Total
Bullet Proof Mechanical Service Inc is pleased to provide this estimate for repairs to the five makeup air units that serve the main shops, and the vehicle storage building. We have included replacing the pilot assemblies, contactors, and installing Inlet air thermostats on all five units. We have included replacing the main burners on 4 out of the 5 MAU's. The Mechanics shop burner is in good shape and we do not recommend replacing it, so we have not included that burner replacement. We have included 10 aluminum frame air filters for the North main shop unit that has worn out filters. All other units have good filters. We will also do a maintenance to verify everything is working properly. Any additional repairs found necessary will be billed on a time and material basis, as we have no history with these units so we don't know the condition of all of the other components and controls. * I have also included an option at the bottom of this estimate to replace all of the motor starter contactors and overloads. We can not physically see the contacts due to the design of these contactors, but, they are all original and the contacts are very likely pitted, carboned, and worn out. This could be causing some of the failures on these units with fuses blowing. The following is included for two 13,500 cfm MAU's, 0ne 14,000 cfm MAU, one 5,000 cfm MAU, and one 4500 cfm MAU: - Provide and install 4 oem replacement burners - Provide and install 5 oem Pilot assemblies - Provide and install 5 inlet air thermostats - Provide and install 10 Aluminum frame mesh air filters on the North main shop unit. Size 20"x20"x2" - test operation and pm blower motors, bearings, and electrical components. Grease bearings included. - all labor - all freight - Quality replacement Parts			
Materials and Labor Quoted	1	20,723.00	20,723.00
		Subtotal	
		Sales Tax (0.0%)	
Please sign, date and return to accept. X		**Total**	

Bullet Proof Mechanical
Service Inc
321 Ferring St. SE
Willmar, MN 56201

Name / Address
City Of Willmar 333 6th St SW Willmar, MN 56201

ESTIMATE

Date	Estimate #
9/11/2024	2283

Description	Qty	Rate	Total
Option 1: - Replace 5 motor starter contactors with overloads, each sized appropriately for each motor. (ADD $3288.26 TO THE BASE BID)			

Subtotal	$20,723.00
Sales Tax (0.0%)	$0.00
Total	$20,723.00

Please sign, date and return to accept. X

Bullet Proof Mechanical
Service Inc
321 Ferring St. SE
Willmar, MN 56201

Name / Address
City Of Willmar 333 6th St SW Willmar, MN 56201

ESTIMATE

Date	Estimate #
9/11/2024	2285

Description	Qty	Rate	Total
Bullet Proof Mechanical Service Inc. is pleased to offer the following estimate for repairs to the 8 exhaust fans for the main shops, Mechanics shop and vehicle storage area. We will replace bearings and belts on all 8 units. We will grease bearings. We will replace the motor on the shop fan on the high roof S.W. end of building. We found this cover had been off and the motor had been rained on many times. If any other repairs are found necessary during our work, we would repair them on a time and material basis. Includes: - Supply and install (12) 1-3/16" 2 bolt pillow block bearing assembly for the 6 large fans for main shops roof exhaust fans - Supply and install (6) A-40 Belts for the 6 large fans for main shops - Supply and install (2) 1" pillow block bearing assembly for the Mechanics shop roof exhaust fan - Supply and install (1) A-33 belt for the Mechanics shop - Supply and install (1) 3/4" pillow block bearing assembly for the Vehicle storage building sidewall exhaust fan - Supply and install (1) A-22 belt for the Vehicle storage building - Supply and install (1) 1.5 hp 3phase 56 frame motor for the sw high roof exhaust fan that was exposed to rain - all labor to do repairs - all freight - test operation and amp draws on all units when finished with repairs Materials and Labor Quoted NOT INCLUDED: - ANYTHING NOT LISTED ABOVE - SALES TAX		7,713.10	7,713.10

This estimate is valid for 30 days. Any wiring requiring a licensed electrician is not included!

Please sign, date and return to accept. X

Subtotal	$7,713.10
Sales Tax (0.0%)	$0.00
Total	$7,713.10

Chappell Central, Inc.
1950 Trott Ave SW PO Box 916 Willmar, MN 56201 320-235-2151
Fax: Commercial/Residential 320-235-8992 Manufacturing/Shop 320-235-8995 Office 320-235-5874

September 23, 2024 Quote # 19572-EX

City Of Willmar
801 Industrial Drive
Willmar, Mn 56201

Dear Gary:

This proposal is in regard to the replacement of a the side wall exhaust fan in the old RICE building for the City of Willmar that works with the vehicle exhaust sensors. The following is a breakdown of the materials we are offering for your consideration for an HVAC system.

EQUIPMENT

- One ***GreenHeck*** belt drive side mount exhaust fan, Model CUBE-220-20, 4,800cfms, 208/230v,1ph, 30amp Max fuse needed
- Sheet metal ducting as needed to install the above fan
- New sealed outside air damper
- Lift to work from if needed
- Start up
- Permits and inspections as needed
- Freight
- Installation labor

This system would be completed for the sum of ***$5,987.00.***

Allow 4-5 weeks for delivery

High and low voltage wring if needed would be by owner/others

24/7 Service available

Thank you for the opportunity to offer this proposal.
Please contact me if I can be of additional assistance or for scheduling this installation.

Sincerely,

Paul Krueger

Note: this quote is valid for 30 days.

Chappell Central Incorporated
24 HOUR SERVICE
COMMERCIAL • INDUSTRIAL • RESIDENTIAL
Heating - Cooling - Ventilation
1950 Trott Avenue SW, Willmar, MN 56201
P.O. Box 916
320-235-2151

Quote #	101428
Date	09/20/2024
Expiry Date	10/20/2024

"INVOICE PREVIEW IS NOT CREATED"

Billing Address:

WILLMAR, CITY OF*
FINANCE DEPARTMENT
PO BOX 755
WILLMAR, MN 56201

Shipping Address:

WILLMAR, CITY OF*
WILLMAR CITY GARAGE
801 INDUSTRIAL DRIVE SW
WILLMAR, MN 56201
KYLE RADUNZ, Phone: 3209050890
KRADUNZ@WILLMARMN.GOV

Scope of Work

REMOVE EXISTING GAS MONITORING SYSTEM IN GARAGE LOCATION AND INSTALL NEW STATION CONTROL PANEL AND ALL NECESSARY CO/NO2 SENSORS TO COVER SQUARE FOOTAGE OF THE SPACE. COMPLETE WIRE TERMINATIONS AT EACH DEVICE LOCATION AND COMMISSION SYSTEM AS NEEDED TO OPERATE PROPERLY. NOTE: ALL HIGH AND LOW VOLTAGE ELECTRICAL CONDUIT, BOXES, FITTINGS, WIRE/INSTALLATION IS BY OTHERS.

Task#	Description	QTY	Extended Price
	QUOTED LABOR	1.00	
	ZONE CO/N02 SENSOR	2.00	
	STATION CONTROLLER, STEEL NEMA1	1.00	
	SHIPPING & HANDLING	1.00	
			$5,799.79

Quoted/Fixed price terms and conditions-
AGREEMENT- This agreement between the undersigned contractor (hereafter "Chappell Central Inc.") and the undersigned customer (hereafter "Customer") governs the assignment described in the accompanying cost estimate, and along with these Terms & Conditions, constitutes the entire agreement between the parties concerning that assignment.
QUOTE/BIDS- The fees stated by Chappell Central Inc. are for the original job description as required/requested by the Customer. Any subsequent changes, whether made orally or in writing, may result in additional charges. The accompanying quote is a good faith quote of the time, expenses and materials Chappell Central Inc. anticipates to complete the required/requested work. The Customer understands and agrees that any and all time, expenses and materials that are outside of the scope of work will be quoted or performed on a time and material basis which may be greater than that which was quoted as part of this quote.
TERMS- Our terms are net 30 days after the invoice date unless noted otherwise. Accounts are past due after 30 days and are subject to a FINANCE CHARGE of 1.5% PER MONTH on the past due unpaid balance (which is an ANNUAL PERCENTAGE RATE of 18%), plus collection costs, if applicable.
ELECTRICAL WORK- Unless otherwise noted, this quote does not include any electrical work that requires a licensed electrician.
Upon acceptance of this quote please return a signed copy to me.

Accepted By: _____ Signature: _____ *Date:* _____

Chappell Central Incorporated
24 HOUR SERVICE
COMMERCIAL • INDUSTRIAL • RESIDENTIAL
Heating - Cooling - Ventilation
1950 Trott Avenue SW, Willmar, MN 56201
P.O. Box 916
320-235-2151

Quote #	101429
Date	09/24/2024
Expiry Date	10/24/2024

Billing Address:	**Shipping Address:**
WILLMAR, CITY OF* FINANCE DEPARTMENT PO BOX 755 WILLMAR, MN 56201	WILLMAR, CITY OF* WILLMAR CITY GARAGE 801 INDUSTRIAL DRIVE SW WILLMAR, MN 56201

Scope of Work

VEHICLE STORAGE MAKE-UP AIR UNIT: REPAIRS TO THE UNIT AS FOLLOWS:

1. REPLACE THE BELT FOR THE BLOWER ASSEMBLY
2. REPLACE THE METAL MESH AIR FILTERS
3. REPLACE THE DISCHARGE AIR SENSOR
4. REPLACE THE ACTUATOR FOR THE DUCT DAMPER ASSEMBLY (END SWITCH CURRENTLY BYPASSED, WOULD HOOK THAT BACK UP AGAIN DURING REPAIRS.)

	Description	QTY	
	MISC. ELECTRICAL SUPPLIES	1.00	
	QUOTED LABOR	1.00	
	A60 V-BELT	1.00	**Task Total**
	20X25X1 HEAVY DUTY MESH FILTER	4.00	
	DISCHARGE AIR TEMP SENSOR	1.00	**$1,929.48**
	90 IN-LB SPRING RETURN ACTUATOR	1.00	
	SHIPPING & HANDLING	1.00	

Quoted/Fixed price terms and conditions-
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TERMS- Our terms are net 30 days after the invoice date unless noted otherwise. Accounts are past due after 30 days and are subject to a FINANCE CHARGE of 1.5% PER MONTH on the past due unpaid balance (which is an ANNUAL PERCENTAGE RATE of 18%), plus collection costs, if applicable.
ELECTRICAL WORK- Unless otherwise noted, this quote does not include any electrical work that requires a licensed electrician.
Upon acceptance of this quote please return a signed copy to me.

Accepted By: _____ Signature: _____ *Date:* _____

Chappell Central Incorporated
24 HOUR SERVICE
COMMERCIAL • INDUSTRIAL • RESIDENTIAL
Heating - Cooling - Ventilation
1950 Trott Avenue SW, Willmar, MN 56201
P.O. Box 916
320-235-2151

Quote #	101219
Date	08/16/2024
Expiry Date	09/13/2024

"INVOICE PREVIEW IS NOT CREATED"

Billing Address:	**Shipping Address:**
WILLMAR, CITY OF* FINANCE DEPARTMENT PO BOX 755 WILLMAR, MN 56201	WILLMAR, CITY OF* WILLMAR CITY GARAGE 801 INDUSTRIAL DRIVE SW WILLMAR, MN 56201

Scope of Work

REMOVE EXISTING GAS MONITORING SYSTEMS IN THE THREE GARAGE LOCATIONS AND INSTALL NEW STATION CONTROL PANELS AND ALL NECESSARY CO/NO2 SENSORS TO COVER SQUARE FOOTAGE OF EACH SPACE. COMPLETE WIRE TERMINATIONS AT EACH DEVICE LOCATION AND COMMISSION SYSTEMS AS NEEDED TO OPERATE PROPERLY. NOTE: ALL HIGH AND LOW VOLTAGE ELECTRICAL CONDUIT, BOXES, FITTINGS, WIRE/INSTALLATION IS BY OTHERS.

Task#	Description	QTY	Extended Price
	QUOTED LABOR	1.00	
	ZONE CO/NO2 SENSOR	14.00	
	STATION CONTROLLER, STEEL NEMA 1	4.00	
	SHIPPING & HANDLING	1.00	
			$34,980.06

Quoted/Fixed price terms and conditions-
AGREEMENT- This agreement between the undersigned contractor (hereafter "Chappell Central Inc.") and the undersigned customer (hereafter "Customer") governs the assignment described in the accompanying cost estimate, and along with these Terms & Conditions, constitutes the entire agreement between the parties concerning that assignment.
QUOTE/BIDS- The fees stated by Chappell Central Inc. are for the original job description as required/requested by the Customer. Any subsequent changes, whether made orally or in writing, may result in additional charges. The accompanying quote is a good faith quote of the time, expenses and materials Chappell Central Inc. anticipates to complete the required/requested work. The Customer understands and agrees that any and all time, expenses and materials that are outside of the scope of work will be quoted or performed on a time and material basis which may be greater than that which was quoted as part of this quote.
TERMS- Our terms are net 30 days after the invoice date unless noted otherwise. Accounts are past due after 30 days and are subject to a FINANCE CHARGE of 1.5% PER MONTH on the past due unpaid balance (which is an ANNUAL PERCENTAGE RATE of 18%), plus collection costs, if applicable.
ELECTRICAL WORK- Unless otherwise noted, this quote does not include any electrical work that requires a licensed electrician.
Upon acceptance of this quote please return a signed copy to me.

Accepted By: _____ Signature: _____ *Date:* _____

Chappell Central, Inc.
1950 Trott Ave SW PO Box 916 Willmar, MN 56201 320-235-2151
Fax: Commercial/Residential 320-235-8992 Manufacturing/Shop 320-235-8995 Office 320-235-5874

September 24, 2024 Quote 18627-F-2AC

City of Willmar Public
801 Industrial Dr Sw
Willmar, Mn 56201

Dear KYLE RADUNZ:

This proposal is in regards to budget numbers for the lunch room, locker room and offices at the City Of Willmar PUBLIC WORKS GARGAE to replace one furnace and two a/c units. The following is a breakdown of the materials we are offering for your consideration for an HVAC system.

EQUIPMENT

Heating/Furnace/A/C options

Carrier Performance series, two stage high efficiency gas furnace model 59TP6C080V21-20.high efficient ECM variable speed blower, 4 way multipoise, one year labor, five year parts and 20year heat exchanger warranty. Heating capacity of up to 80,000btu's on high and 51,000btu's on low, and seasonal efficiency rating of 96.5% AFUE, 35 inches tall, 115v

Two ***Carrier*** Performance Series condensing unit 3 ton model 24SPA636W003, high and low safety pressure switches, filter drier, louvered coil guard, scroll compressor, One-year labor, ten-year parts with a ten-year compressor warranty. Cooling capacity of 36,000btu's with a seasonal efficiency rating of 15 SEER, R410A refrigerant, 208/230v 1ph, 30amp max fuse needed

This appliance comes installed complete with the materials listed below for ***$15,673.00.***

(2) Evaporator coil with a txv
Sheet Metal ducting as needed to install the coils above your furnaces
Condenser support base
Refrigeration line set and or flush kit
PVC venting as needed
Disconnect and reconnect gas piping as needed
Condensate drain materials (PVC)
Reclaim and Recover the R22 refrigerant
Freight
Permits and Inspections as needed
Taxes and installation labor

These A/C units are 1995 Models and have the R22 refrigerant which is no longer supported

High and low voltage wiring if needed would be by the owner/others

Thank you for the opportunity to offer this proposal.
Please contact me if I can be of additional assistance or for scheduling this installation.

Sincerely,

Paul Krueger

Note: this quote is valid for 90 days.

Please note that all credit card transactions exceeding $1,000 will be charged a 3% convenience fee.

Chappell Central, Inc.
1950 Trott Ave SW PO Box 916 Willmar, MN 56201 320-235-2151
Fax: Commercial/Residential 320-235-8992 Manufacturing/Shop 320-235-8995 Office 320-235-5874

August 14, 2024 Quote 18627-2t

City of Willmar Public
801 Industrial Dr Sw
Willmar, Mn 56201

Dear KYLE RADUNZ:

This proposal is in regards to the replacement of the Condensing unit and Evap. Coil at the City Of Willmar PUBLIC WORKS Mechanics shop office. The following is a breakdown of the materials we are offering for your consideration for an HVAC system.

EQUIPMENT

Cooling for Mechanics shop

Carrier Performance Series condensing unit 2 ton model 24SPA624W003, high and low safety pressure switches, filter drier, louvered coil guard, scroll compressor, One-year labor, five-year parts with a five-year compressor warranty. Cooling capacity of 24,000btu's with a seasonal efficiency rating of 16SEER2, R410A refrigerant, 208/230v 1ph, 20amp max fuse needed, 146lbs

This appliance comes installed complete with the materials listed below for ***$4,982.00.***

Evaporator coil with a txv
Sheet Metal ducting as needed to install the coil Below your furnace
Condenser support base
Refrigeration line set and or flush kit
Condensate drain materials (PVC)
Reclaim and Recover the R22 refrigerant
Disposal of equipment we replacing
Freight
Permits and Inspections as needed
Taxes and installation labor

The A/C unit being replaced is a 1995 Models and has the R22 refrigerant which is no longer supported

High and low voltage wiring if needed would be by the owner/others

Thank you for the opportunity to offer this proposal.
Please contact me if I can be of additional assistance or for scheduling this installation.

Sincerely,

Paul Krueger

Note: this quote is valid for 90 days.

Please note that all credit card transactions exceeding $1,000 will be charged a 3% convenience fee.

Chappell Central Incorporated
24 HOUR SERVICE
COMMERCIAL • INDUSTRIAL • RESIDENTIAL
Heating - Cooling - Ventilation
1950 Trott Avenue SW, Willmar, MN 56201
P.O. Box 916
320-235-2151

Quote #	100829
Date	09/12/2024
Expiry Date	10/12/2024

Billing Address:

WILLMAR, CITY OF
FINANCE DEPARTMENT
PO BOX 755
WILLMAR, MN 56201

Shipping Address:

WILLMAR, CITY OF
WILLMAR CITY GARAGE
801 INDUSTRIAL DRIVE SW
WILLMAR, MN 56201

Scope of Work

QUOTE FOR REPAIRS TO MULTIPLE EXHAUST FANS AND MAKE-UP AIR UNITS. EACH REPAIR IS BROKEN DOWN INDIVIDUALLY IN ORDER TO KEEP RECORD ON EACH PIECE OF EQUIPMENT. IF QUOTE IS ACCEPTED EACH PIECE OF EQUIPMENT WILL GET IT'S OWN INVOICE AND WORK ORDER. ONLY ONE PO WILL NEED TO BE ISSUED.

THE TOTAL OF ALL REPAIRS COMES TO $19,732.08

Quote Tasks

Task#: 1, MAKE-UP AIR #1
REPLACE THE BURNER ASSEMBLY ALONG WITH THE PILOT ASSEMBLY. AIR FILTERS ARE STARTING TO COME APART, INSTALL ALL NEW AIR FILTERS AS WELL (QTY OF 16). WILL ALSO INSTALL WARM WEATHER SHUTDOWN TO PREVENT THE BURNER FROM COMING ON DURING WARM WEATHER.

Task#: 2, EXHAUST FAN #1 FOR MUA #1
REPLACE BEARINGS, MOTOR SHEAVE, AND BELT.

Task#: 3, EXHAUST FAN #2 FOR MUA #1
REPLACE BEARINGS, MOTOR SHEAVE, AND BELT.

Task#: 4, MAKE-UP AIR #2
REPLACE BURNER ASSEMBLY AND PILOT ASSEMBLY. THIS WILL INCLUDE INSTALLING A WARM WEATHER SHUTDOWN SO THE BURNER DOESN'T RUN DURING WARM WEATHER.

Task#: 5, EXHAUST FAN #1 FOR MUA #2
REPLACE BEARINGS, MOTOR SHEAVE, AND BELT.

Task#: 6, EXHAUST FAN #2 FOR MUA #2
REPLACE BEARINGS, MOTOR SHEAVE, AND BELT.

Task#: 7, MAKE-UP AIR #3
REPLACE BURNER ASSEMBLY AND PILOT ASSEMBLY. THIS WILL INCLUDE INSTALLING A WARM WEATHER SHUTDOWN ON THE UNIT SO THE BURNER DOESN'T RUN WHEN IT'S WARM OUT.

Task#: 8, EXHAUST FAN #1 FOR MUA #3
REPLACE THE BEARINGS, MOTOR SHEAVE, AND BELT.

Task#: 9, EXHAUST FAN #2 FOR MUA #3
REPLACE THE MOTOR SHEAVE AND BELT.

Task#: 10, MAKE-UP AIR #4
INSTALL WARM WATHER SHUTDOWN FOR THE UNIT SO THE BURNER DOESN'T RUN WHEN IT'S WARM OUT. WILL ALSO PIPE IN A VENT TUBE FOR THE GAS REGULATOR SO IT VENTS TO THE OUTSIDE OF THE UNIT.

Task#: 11, EXHAUST FAN FOR MUA #4
REPLACE THE BEARINGS, MOTOR SHEAVE, AND BELT.

Chappell Central Incorporated
24 HOUR SERVICE
COMMERCIAL • INDUSTRIAL • RESIDENTIAL
Heating - Cooling - Ventilation
1950 Trott Avenue SW, Willmar, MN 56201
P.O. Box 916
320-235-2151

Quote #	100829
Date	09/12/2024
Expiry Date	10/12/2024

Task#	Description	QTY	
1	QUOTED LABOR	1.00	**Task Total**
	TITAN "BRUTE" BURNER W/ PILOT ASSEMBLY	1.00	**$5,320.58**
	20 X 20 X 1" EZ KLEEN AIR FILTER (QTY OF 16)	1.00	
	MISC. SUPPLIES	1.00	
	SHIPPING & HANDLING	1.00	
	JCI TEMP CONTROL 8' CAP	1.00	
2	QUOTED LABOR	1.00	**Task Total**
	SHIPPING & HANDLING	1.00	**$678.68**
	A40 V-BELT	1.00	
	1-3/16" 2 BOLT PILLOW BLOCK BEARING	2.00	
	4.15" ADJUSTABLE SHEAVE 5/8" SHAFT	1.00	
3	QUOTED LABOR	1.00	**Task Total**
	SHIPPING & HANDLING	1.00	**$678.68**
	A40 V-BELT	1.00	
	1-3/16" 2 BOLT PILLOW BLOCK BEARING	2.00	
	4.15" ADJUSTABLE SHEAVE 5/8" SHAFT	1.00	
4	QUOTED LABOR	1.00	**Task Total**
	TITAN "BRUTE" BURNER W/ PILOT ASSEMBLY	1.00	**$4,739.78**
	MISC. SUPPLIES	1.00	
	SHIPPING & HANDLING	1.00	
	JCI TEMP CONTROL 8' CAP	1.00	
5	QUOTED LABOR	1.00	**Task Total**
	SHIPPING & HANDLING	1.00	**$678.68**
	A40 V-BELT	1.00	
	1-3/16" 2 BOLT PILLOW BLOCK BEARING	2.00	
	4.15" ADJUSTABLE SHEAVE 5/8" SHAFT	1.00	
6	QUOTED LABOR	1.00	**Task Total**
	SHIPPING & HANDLING	1.00	**$678.68**
	1-3/16" 2 BOLT PILLOW BLOCK BEARING	2.00	
	A40 V-BELT	1.00	
	4.15" ADJUSTABLE SHEAVE 5/8" SHAFT	1.00	

Chappell Central Incorporated
24 HOUR SERVICE
COMMERCIAL • INDUSTRIAL • RESIDENTIAL
Heating - Cooling - Ventilation
1950 Trott Avenue SW, Willmar, MN 56201
P.O. Box 916
320-235-2151

Quote #	100829
Date	09/12/2024
Expiry Date	10/12/2024

7	QUOTED LABOR TITAN "BRUTE" BURNER W/ PILOT ASSEMBLY MISC. SUPPLIES SHIPPING & HANDLING JCI TEMP CONTROL 8' CAP	1.00 1.00 1.00 1.00 1.00	**Task Total** **$4,739.78**
8	QUOTED LABOR SHIPPING & HANDLING A40 V-BELT 1-3/16" 2 BOLT PILLOW BLOCK BEARING 4.15" ADJUSTABLE SHEAVE 5/8" SHAFT	1.00 1.00 1.00 2.00 1.00	**Task Total** **$678.68**
9	QUOTED LABOR SHIPPING & HANDLING A40 V-BELT 4.15" ADJUSTABLE SHEAVE 5/8" SHAFT	1.00 1.00 1.00 1.00	**Task Total** **$235.37**
10	QUOTED LABOR JCI TEMP CONTROL 8' CAP MISC. PIPING SUPPLIES SHIPPING & HANDLING	1.00 1.00 1.00 1.00	**Task Total** **$647.48**
11	QUOTED LABOR A33 V-BELT PILLOW BLOCK ASSEMBLY 1" BORE 4.15" ADJUSTABLE SHEAVE 7/8" SHAFT SHIPPING & HANDLING	1.00 1.00 2.00 1.00 1.00	**Task Total** **$655.72**

Quoted/Fixed price terms and conditions-
AGREEMENT- This agreement between the undersigned contractor (hereafter "Chappell Central Inc.") and the undersigned customer (hereafter "Customer") governs the assignment described in the accompanying cost estimate, and along with these Terms & Conditions, constitutes the entire agreement between the parties concerning that assignment.
QUOTE/BIDS- The fees stated by Chappell Central Inc. are for the original job description as required/requested by the Customer. Any subsequent changes, whether made orally or in writing, may result in additional charges. The accompanying quote is a good faith quote of the time, expenses and materials Chappell Central Inc. anticipates to complete the required/requested work. The Customer understands and agrees that any and all time, expenses and materials that are outside of the scope of work will be quoted or performed on a time and material basis which may be greater than that which was quoted as part of this quote.
TERMS- Our terms are net 30 days after the invoice date unless noted otherwise. Accounts are past due after 30 days and are subject to a FINANCE CHARGE of 1.5% PER MONTH on the past due unpaid balance (which is an ANNUAL PERCENTAGE RATE of 18%), plus collection costs, if applicable.
ELECTRICAL WORK- Unless otherwise noted, this quote does not include any electrical work that requires a licensed electrician.
Upon acceptance of this quote please return a signed copy to me.

Chappell Central
Incorporated
24 HOUR SERVICE
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1950 Trott Avenue SW, Willmar, MN 56201
P.O. Box 916
320-235-2151

Quote #	100829
Date	09/12/2024
Expiry Date	10/12/2024

Accepted By: _____ Signature: _____ *Date:* _____

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	6.K.
Agenda Section:	Consent Items	**Originating Department:**	Administration
Resolution:	Yes	**Prepared By:**	Abby Ahrendt, Administrative Assistant
Ordinance:	No	**Presented By:**	Pablo Obregon, Director of Community Growth
Item:	Blue Cross Blue Shield of MN Sponsorship Funding		

RECOMMENDED ACTION:
Approve the Resolution accepting the $25,000 sponsorship funding from Blue Cross Blue Shield of Minnesota for the City of Willmar's Community Growth, Equity, and Inclusion work.

OVERVIEW:
Community Growth Director, Pablo Obregon, is hosting several events and initiatives that promote equity and inclusion in our community. This sponsorship will support:

- Willmar's engagement in the following 2025 community events: Martin Luther King Jr Dinner, Willmar International Festival, ECO Fair –Healthy Earth-Healthy Kids, Juneteenth, Welcoming Week, and others.
- Empowering BIPOC leadership capacity and development for civic engagement.
- Other local events that create belonging and wellness in our community.
- Continuing work in leading our city in our welcoming and belonging efforts through Welcoming America

This is the second time our city's Community Growth work led by Director Obregon is receiving sponsorship funds from Blue Cross Blue Shield. There were 8 events that these funds were used for. Approximately 2,000 participated in these events, and 40 resource partners were part of the events. Other community partners of these events include Wilmar Area Community Foundation, Southwest Initiative Foundation, Willmar Area Vision 2040, Kandiyohi County Economic Development, Bremer Bank, West Central Tribune, Willmar Public Schools-District 347, and others.

BUDGETARY/FISCAL ISSUES:
$25,000

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. BCBS - RESOLUTION
2. BCBS 2024-2025 Grant Agreement

RESOLUTION NO.

AUTHORIZATION TO ACCEPT BLUE CROSS BLUE SHIELD OF MN SPONSORSHIP FUNDING FOR CITY OF WILLMAR COMMUNITY GROWTH, EQUITY, AND INCLUSION WORK

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 city staff be authorized accept the Blue Cross Blue Sheild of MN sponsorship funding in the amount of $25,000.

Dated this 7th day of October, 2024

_____

MAYOR

Attest:

_____

CITY CLERK

Docusign Envelope ID: D876F01F-63B0-4871-8C3F-901D887BD7A6

SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("**Agreement**") is entered into September 20, 2024, (the "**Effective Date**") by and between **City of Willmar** ("**Promoter**"), located at 333 SW 6th Street, Willmar, MN 56201 and **BCBSM, Inc., dba Blue Cross and Blue Shield of Minnesota** ("**Sponsor**") located at 3400 Yankee Drive, Eagan, Minnesota, 55121.

WHEREAS, Promoter is hosting the **City of Willmar's Community Growth, Equity and Inclusion Work**, duration of work **September 2024 through December 2025**; event location **Willmar, MN**.

The City of Willmar has made a commitment to grow in the areas of equity and inclusion which includes securing opportunities and removing barriers that enable all of residents to have a heathy and high quality of life, and given Willmar's racial demographics, they are focusing on becoming a city that grows in participation and leadership of our BIPOC members of our community.

This project will support the following activities in support of the above goal:

- Empowering BIPOC leadership capacity and development for civic engagement.
- Community events (Martin Luther King Day Event, Healthy Earth Healthy Kids, International Heritage Day, Juneteenth Event, Welcoming Week Event.
- Other local events that create belonging and wellness in the community.
- Continuing work in leading the city in its Welcoming and belonging efforts through Welcoming America

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

WHEREAS, Sponsor hereby agrees to make a financial contribution to Promoter in the amount of $25,000.00 ("**Sponsorship**") in support of the Project, subject to the terms and conditions of this Agreement.

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

1. This Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements relating to its subject matter.

2. Term. This Agreement shall be effective as of the last date of signature below and expire on December 31, 2025.

3. Sponsorship: Sponsor will make a financial contribution to Promoter in the amount of $25,000.00 in support of the Project.

4. Termination. In the event of a breach by either party of any term of this Agreement, the non-breaching Party may terminate this Agreement by written notice to the breaching Party if the breaching Party fails to cure such breach within thirty (30) days of receipt of written notice thereof. In addition, either Party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other Party (i) has a material change in the Project whereby the value of Sponsor's sponsorship or association with the Project is materially diminished, or (ii) has a petition filed by or against it under any state or federal bankruptcy or

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insolvency law which petition has not been dismissed or set aside within sixty (60) days of its filing.

5. Promoter shall comply with any and all guidelines, restrictions and standards for the use of Sponsor's name, logo and attribution, including, but not limited to, those set forth in Appendix A (Center for Racial and Health Equity Communications Requirements). Sponsor retains all right, title and interest in its corporate name and logo, and nothing in this Agreement will be construed to constitute a waiver of any other right or remedy Sponsor may have relative to the use of its corporate name or logo by Promoter.

   a. Promoter shall acknowledge Sponsor in all materials related to the Project.

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

      Funding for this project is provided by the Center for Racial and Health Equity at Blue Cross and Blue Shield of Minnesota, as part of its mission to invest, partner, and advocate for communities creating authentic change to heal racial and health inequities.

   b. Responding to Media Inquiries about Sponsor: Promoter may not make any media statements on behalf of Sponsor under any circumstance. However, Promoter may publicize that Sponsor has funded the Project and shall advise media to contact Sponsor directly for more information. In addition, if any media outlet contacts Promoter requesting comment on behalf of Sponsor, Promoter shall contact its Sponsor Communications representative immediately. Any proactive outreach to media shall be coordinated with Sponsor Communications staff as specified in the attached Appendix A.

6. Promoter shall provide the following to Sponsor in exchange for the Sponsorship:

   - Sponsor's recognition on printed materials

7. Grant of license. Promoter hereby grants to Sponsor and its affiliates a worldwide, transferable, sublicensable, perpetual, non-exclusive, royalty free, fully paid, license to use, reproduce, display, and/or create derivative works (including to adapt or excerpt for Sponsor's use, including for commercial purposes) from any promotional materials, toolkits, educational materials, audio, video and/or other works created by or on behalf of Promoter in connection with the use, display, operation, modification, distribution and/or commercial exploitation of the Project.

8. The Parties acknowledge that the Sponsorship does not constitute an association for the purpose of establishing a partnership or a joint venture, nor create any trustee or agency relationship between the Parties.

9. Each Party hereby represents that it has full power and authority to enter into this Agreement and to perform its obligations hereunder; it has obtained all permits, licenses, and other governmental authorizations and approvals required for its performance under this Agreement; and to the best of its knowledge and belief, the services to be rendered and the materials provided by each Party under this Agreement neither infringe nor violate any patent, copyright, trade secret, trademark, or other proprietary right of any third party.

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10. Indemnification. Promoter agrees to indemnify, defend, and hold harmless Sponsor, its trustees, officers, employees and Affiliates from and against all claims, damages, actions, claims, expenses and costs (including reasonable attorneys' fees) which result, arise from, or are related to the Project or its promotion, the negligent or willful misconduct of the Project organizers, this Agreement, or copyright or other infringement of any third-party intellectual property rights.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

12. Assignment. Neither party shall sell, transfer, or assign this Agreement, or delegate its obligations hereunder, without the prior written consent of the other party, except that Sponsor may assign this Agreement in whole or in part to any affiliate of Sponsor upon notice to Promoter.

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

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

15. Insurance.

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

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

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

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

b) All insurance policies required pursuant to this Section shall (i)be issued by insurance companies [[reasonably acceptable to Sponsor/with a Best's Rating of no less than [A-

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VII/[OTHER RATING]]]];(ii)require the insurer to give Sponsor at least 30 days' prior written notice of cancellation, non-renewal, or reduction of policy coverage; (iii)waive any right of subrogation of the insurers against Sponsor [or any of its Affiliates]; and(iv)provide that such insurance is primary insurance and that any similar insurance in the name of or for the benefit of Sponsor is excess and non-contributory;(v)name Sponsor[, Sponsor's Affiliates] and [its/their respective] successors and permitted assigns as additional insureds.

c) Upon Sponsor's written request, Promoter shall provide Sponsor with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 7. Sponsor shall not do anything to invalidate such insurance. In the event Sponsor receives notice of cancellation, non-renewal, or reduction, Promoter shall, prior to the effectiveness of such cancellation, secure replacement insurance policies that meet the requirements of this Section 7. This Section 7 shall not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold the other harmless under this Agreement).

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

BCBSM, INC., dba Blue Cross and Blue Shield of Minnesota	**City of Willmar**
By: Signed by: Bukata Hayes 8C77753F0C814C1...	By: Signed by: Leslie Valiant 630D82A63BE443B...
Signature	Signature
Bukata Hayes	Leslie Valiant
Print Name	Print Name
VP, RHE & Chief Equity Officer	City Administrator
Title	Title
9/26/2024	9/24/2024
Date	Date

Docusign Envelope ID: D876F01F-63B0-4871-8C3F-901D887BD7A6

APPENDIX A
TO THE
SPONSORSHIP AGREEMENT

Center for Racial and Health Equity Communication Requirements for Community Funding Recipients

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	6.L.
Agenda Section:	Consent Items	**Originating Department:**	Planning and Development
Resolution:	No	**Prepared By:**	Chris Frank, City Planner
Ordinance:	No	**Presented By:**	Christopher Corbett, Planning and Development Director
Item:	Preliminary & Final Plat Approval for Rice Legacy		

RECOMMENDED ACTION:
Approve Preliminary and Final Plats for Rice Legacy through consent agenda

OVERVIEW:
As part of the transfer of the former Rice Care Center to Cura, the property is being platted into the plat named Rice Legacy.

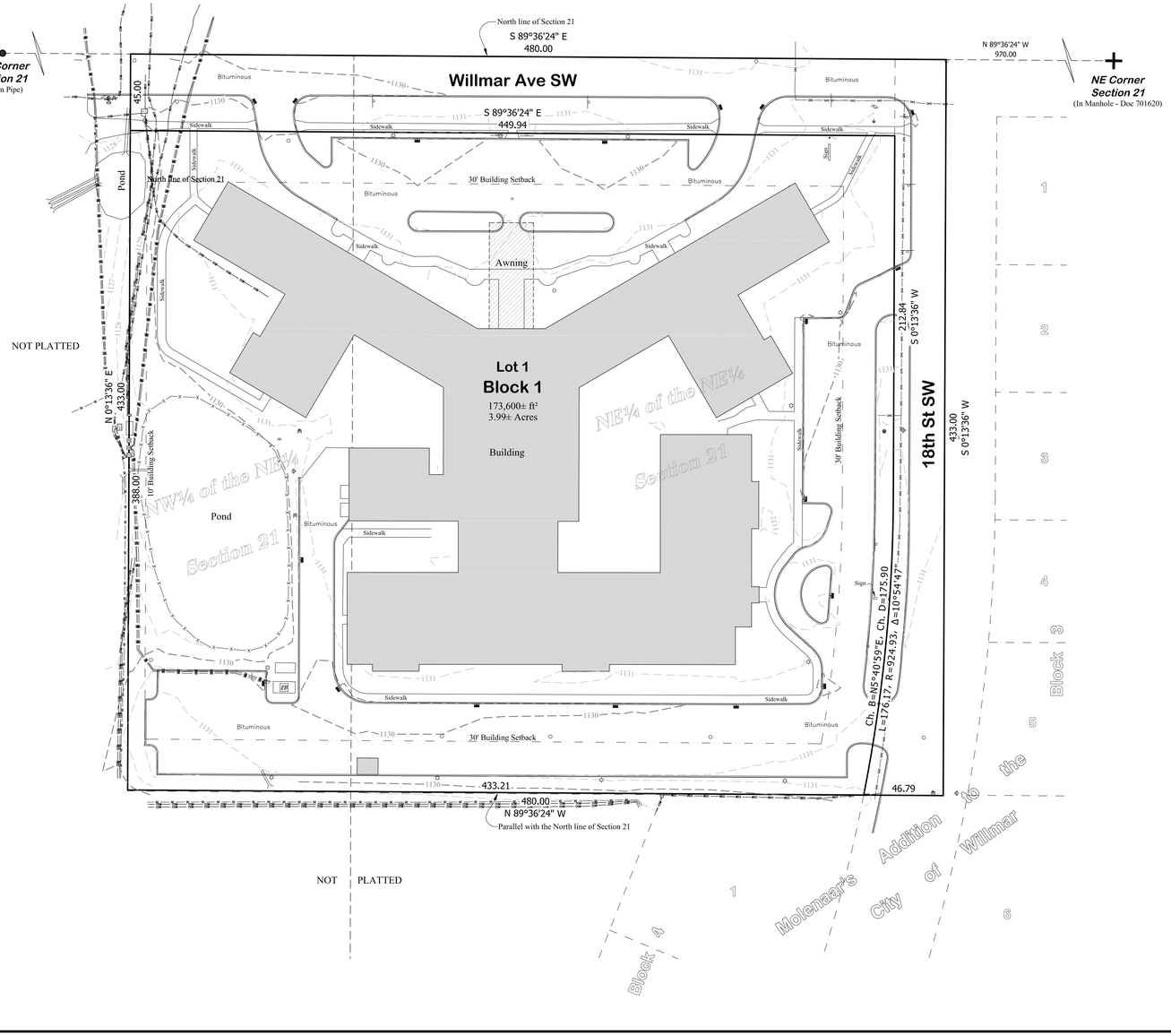
BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Rice Legacy - Preliminary Plat
2. Rice Legacy - Final Plat 2024-09-13

Preliminary Plat of:

Rice Legacy



This drawing prepared by:

Bonnema Runke Stern Inc.

Professional Land Surveyors

4566 Hwy 71 NE - Suite 1
Willmar, MN 56201
Office (320) 231-2844
Fax (320) 231-2827

Requested by: *City of Willmar*

North

0 40 80 120

Scale in Feet

Existing Land Description

All that part of the N½ of the NE¼ of Section 21, Township 119, Range 35 described as follow, to-wit: Commencing at a point on the North line of said Section 21 a distance of 970 feet Westerly of the Northeast corner thereof; thence deflecting Southerly through 90° 10' a distance of 433 feet to a point; thence Westerly and parallel with the North line of said Section 21 a distance of 480 feet to a point; thence deflecting Northerly through 89° 50' to a point on the North line of said Section 21; thence Easterly on and along the said North line of Section 21 to the point of beginning, (which includes part of 18th Street West dedicated to the public in the plat of Molenaar's Addition to the City of Willmar) Kandiyohi County, Minnesota.

LEGEND

- Found Iron Monument from Former Survey
- Bonnema Runke Stern Inc. placed a ⅜" Iron Rod with a 46169-46171-14895 stamped Plastic Cap
- Cast Iron Monument
- Catchbasin
- Manhole
- Inspection Well
- Hydrant
- Water Valve
- Utility Pole
- Light Pole
- Guy Wire
- Electric Box
- Communications Box
- Utility Vault
- Telephone Pedestal
- Sign
- Flag Pole
- Electric Line
- Gas Line
- Communication Line
- Curb & Gutter
- Culvert

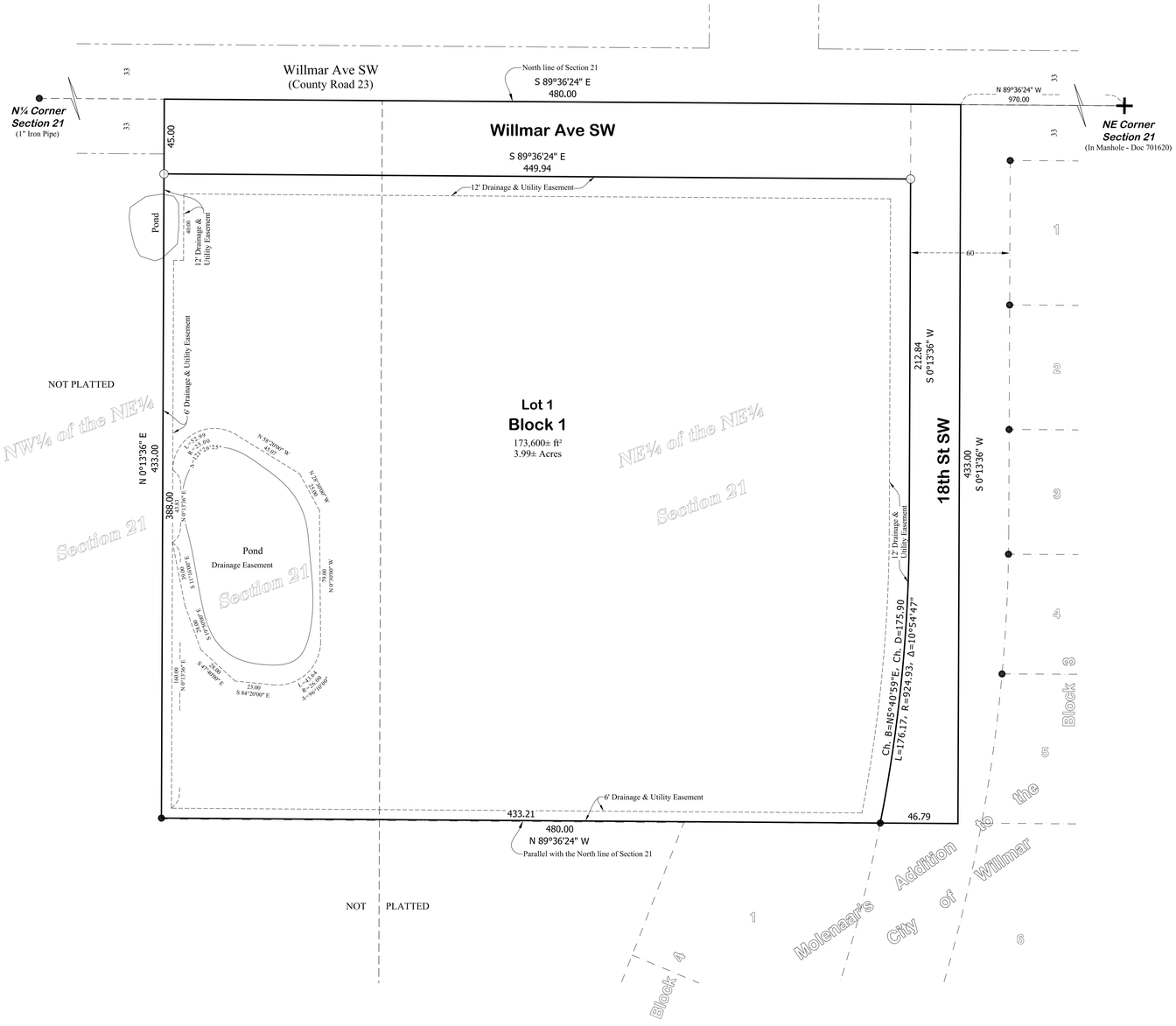
The Orientation of this bearing system is assumed. The North line of Section 21 is assumed to bear S 89°36'24" E

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. THE FIELD WORK WAS COMPLETED ON JULY 18, 2024.

Matthew D. Runke

Date *August 2, 2024* License No. 46171

Rice Legacy



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Willmar, a Minnesota Municipality, owners and proprietors of the following described property:

All that part of the N½ of the NE¼ of Section 21, Township 119, Range 35 described as follow, to-wit: Commencing at a point on the North line of said Section 21 a distance of 970 feet Westerly of the Northeast corner thereof; thence deflecting Southerly through 90° 10' a distance of 433 feet to a point; thence Westerly and parallel with the North line of said Section 21 a distance of 480 feet to a point; thence deflecting Northerly through 89° 50' to a point on the North line of said Section 21; thence Easterly on and along the said North line of Section 21 to the point of beginning, (which includes part of 18th Street West dedicated to the public in the plat of Molenaar's Addition to the City of Willmar) Kandiyohi County, Minnesota.

Has caused the same to be surveyed and platted as RICE LEGACY and does hereby dedicate to the public for public use the public way and drainage and utility easements as created by this plat.

In witness whereof said City of Willmar, a Minnesota Municipality, has caused these presents to be signed by its proper officers this _____ day of _____, 20____

By: _____ By: _____

Its: _____ Its: _____

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____ by _____, its _____ and _____, its _____ of the City of Willmar, a Minnesota Municipality, on behalf of the Municipality.

_____
Notary Signature

_____
Notary Printed Name
Notary Public, _____ County, Minnesota
My Commission Expires _____

LAND SURVEYOR

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

Dated this _____ day of _____, 2024.

_____
Matthew D. Runke, Licensed Land Surveyor
Minnesota License No. 46171

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____ by Matthew D. Runke, Licensed Land Surveyor, Minnesota License No. 46171.

_____
Notary Signature

_____
Notary Printed Name
Notary Public, _____ County, Minnesota
My Commission Expires _____

North

This drawing prepared by:

Bonnema Runke Stern Inc.
Professional Land Surveyors
4566 Hwy 71 NE - Suite 1
Willmar, MN 56201
Office (320) 231-2844
Fax (320) 231-2827

Requested by: ***City of Willmar***

0 40 80 120
Scale in Feet

The Orientation of this bearing system is assumed. The North line of Section 21 is assumed to bear S 89°36'24" E

LEGEND

- ● Found Iron Monument from Former Survey
- ○ Bonnema Runke Stern Inc. placed a ½" Iron Rod with a 46169-46171-14895 stamped Plastic Cap
- ◉ Cast Iron Monument

City Planning Commission

Approved by the Planning Commission of the City of Willmar
this____ day of _____ 20____.

Signed by:_____
Chair

Attest by: _____
Secretary

City Council

Approved by the City of Willmar, Minnesota this ____ day of _____ 20____.

Signed by:_____
Mayor

ATTEST: _____
City Clerk

City Engineer

Approved by the City Engineer, City of Willmar this _____ day of _____ 20____.

_____
City Engineer

Attorney

I, _____, Licensed Attorney, State of Minnesota, do hereby certify that the owners as indicated hereon represent all ownership interest in the land encompassed by this plat.

_____
Attorney

County Auditor/Treasurer

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and and transfer entered this ____ day of _____, 20____.

_____
Kandiyohi County Auditor / Treasurer

County Recorder

I hereby certify that this instrument was filed for record in the office of the County Recorder in and for Kandiyohi County, Minnesota on this _____ day of _____, 20____, at _____ o'clock ___.M., as Folder No._____, and as Document No. _____.

_____
Kandiyohi County Recorder

City Council Action Request

Council Meeting Date:	October 7, 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:	Accounts Payable Report, 9/12/24 - 10/2/24		

RECOMMENDED ACTION:
Review and Approve Accounts Payable Listing

OVERVIEW:
Reduction of Departmental Budgets by amounts approved.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Vendor Payment History 09.12.24 - 10.02.24
2. Vendor Pymt History Report FTCK 550-554

Vendor Payment Listing

September 12, 2024 thru October 2, 2024

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
104179	Samuel Neubauer and Mesbesher & Spence	091824	72529	977.27	Settlement
100385	KANDIYOHI CO TREASURER	00-026754708	72530	67.00	Tabs for PD Truck & WWT Truck
100375	KANDIYOHI CO-OP ELECTRIC POWER	STMT/09-24	72531	1,316.54	Kandi Co-op Electric
100983	LEAGUE OF MN CITIES INS TRUST	368585	72532	398.29	Deductible for Covenant #1003154
100541	MUNICIPAL UTILITIES	STMT/08-2024	72533	48,386.23	Municipal Utilites-August 2024
103799	NCPERS GROUP LIFE INS.	841200092024	72534	96.00	Sept PR deductions - employee Life
103800	AFLAC	544327	72535	819.82	September Employee WH
102061	ALEX AIR APPARATUS 2 LLC	INV-50735	72536	116.25	Black diamond boots size 9
102061	ALEX AIR APPARATUS 2 LLC	8697	72536	889.98	Compressor service and air quality test.
102061	ALEX AIR APPARATUS 2 LLC	INV-50742	72536	479.09	1"" armored reel, 100' red
102061	ALEX AIR APPARATUS 2 LLC	INV-50769	72536	7,107.96	TeleCrib squad kit
103557	AMAZON CAPITAL SERVICES	1VYH-FJH1-4VRD	72537	112.43	Extender & mount for security camera monitor
103557	AMAZON CAPITAL SERVICES	1YJH-HRLQ-6C4N	72537	52.94	Caster wheels
103557	AMAZON CAPITAL SERVICES	1M7D-93XX-3C9T	72537	78.62	Coffee and Post It Notes for Office
103557	AMAZON CAPITAL SERVICES	1YQN-R9LM-9411	72537	149.21	HOLIDAY ITEMS
103557	AMAZON CAPITAL SERVICES	1CD1-9CRL-3D4W	72537	45.00	Frisbees
103557	AMAZON CAPITAL SERVICES	1QQG-FWQH-P4XQ	72537	44.08	Batteries
103557	AMAZON CAPITAL SERVICES	1739-W73Q-9WTW	72537	59.79	WINTER CRAFTS
103557	AMAZON CAPITAL SERVICES	134V-1WHG-9FRM	72537	77.38	3x5 FD flag & 3x5 FD Banner
103557	AMAZON CAPITAL SERVICES	1CXC-MYFR-LHRY	72537	92.22	AIR FRYERS
103557	AMAZON CAPITAL SERVICES	1CXC-MYFR-CYGV	72537	34.64	iPhone case for J. Johnson
103557	AMAZON CAPITAL SERVICES	1JTP-3VHP-317H	72537	207.81	Concessions
103557	AMAZON CAPITAL SERVICES	1FLK-MVKJ-4LT7	72537	71.16	(2) Otterbox for FD Truck
103557	AMAZON CAPITAL SERVICES	19D7-1DQK-JL1F	72537	86.11	PAPER
103557	AMAZON CAPITAL SERVICES	16FV-P1WM-161K	72537	83.53	Traffic sign's
103557	AMAZON CAPITAL SERVICES	11R6-TRNR-DXGP	72537	32.96	(2) Apple USB-A to Lightning cable
103557	AMAZON CAPITAL SERVICES	1FM3-6TT9-6VJL	72538	9.99	3x5 Fire Department flag
103557	AMAZON CAPITAL SERVICES	11GK-WRVC-Q69C	72538	19.00	Apple USB-A to Lightning cable
103557	AMAZON CAPITAL SERVICES	1R1L-R6TM-QQWW	72538	10.95	iPhone 15 screen protectors
103557	AMAZON CAPITAL SERVICES	1HCM-LRXK-M6W6	72538	24.99	iPhone case for R. Livingood
103557	AMAZON CAPITAL SERVICES	1J94-3DDK-HW4Q	72538	16.49	BADGE CLIPS
103557	AMAZON CAPITAL SERVICES	1R6H-FJKP-KCKH	72538	28.13	Traffic sign
100057	AMERICAN WELDING & GAS INC	0010313690	72539	402.88	Fire extinguishers maintenance and refill
102954	ANDERSON LAW OFFICES	2579	72540	20,472.50	Professional Services-September 2024
104182	Andrew Andreen	0002922	72541	108.00	blades
103852	APPLE, INC.	MB10579843	72542	8.99	Tactical NAV app
103499	ARROW LIFT	P-SI55236	72543	252.00	Phone Contract Renewal-Civic Center
103008	ASPEN MILLS	340012	72544	268.92	High viz jacket for J. Resendez
100075	AT&T MOBILITY	287296610156X1003202	72545	2,391.69	FirstNet Aug/Sep
103610	AUSTIN INCORPORATED	50357	72546	120.00	septic pumping
103610	AUSTIN INCORPORATED	55159	72546	120.00	septic pumping
103610	AUSTIN INCORPORATED	55270	72546	120.00	septic pumping
103610	AUSTIN INCORPORATED	55447	72546	120.00	septic pumping
103610	AUSTIN INCORPORATED	55625	72546	120.00	septic pumping
102793	AUTO TECH ALIGNMENTS & MORE	27548	72547	100.00	Alignment
104080	B&F Fastener Supply	80006768-00	72548	208.86	Destination Playground Supplies
104080	B&F Fastener Supply	80007124-00	72548	2.36	nuts
104080	B&F Fastener Supply	80007134-00	72548	5.89	nuts
100917	BAKER GRAPHICS INC	25053	72549	72.00	Decals for WPD Equipment marking
103377	BENSON LAUNDRY	409942	72550	29.99	Cleaning Towels
103377	BENSON LAUNDRY	411240	72550	29.99	Towel Service
103377	BENSON LAUNDRY	409958	72550	51.61	Towel Service
103377	BENSON LAUNDRY	411255	72550	51.61	Towel Service
100103	BERNICK'S PEPSI-COLA CO	I61190	72551	170.10	Coffee
101010	BOLTON & MENK INC	0343938	72552	78,615.20	ELLS 7, 8 & 9 professional services
101010	BOLTON & MENK INC	0343930	72552	14,088.50	Monthly engineering professional services
102788	BRETH-ZENZEN FIRE PROTECTION	20081	72553	250.00	Sprinkler service inspection
101980	BSE	929077247	72554	88.66	Splice kit, tape
101980	BSE	929087267	72554	9.64	Generator relay
102336	CANON FINANCIAL SERVICES INC	35177311	72555	134.15	291358-3

Vendor Payment Listing

September 12, 2024 thru October 2, 2024

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
102336	CANON FINANCIAL SERVICES INC	35177530	72555	140.23	291358-1
102336	CANON FINANCIAL SERVICES INC	35176785	72555	127.77	291358-2
103647	CAPITAL ONE	091024	72556	71.08	Breakroom supplies
103647	CAPITAL ONE	091324	72556	35.79	Welcome week supplies
104100	CDW LLC	AA5SB5S	72557	67.20	Roller kit for Canon DR-6030C
103390	CENTRACARE	RMH440	72558	65.00	Blood Draws
103390	CENTRACARE	1632009	72558	(3.00)	credit memo for invRMH389
900211	CENTRAL LAKES	093024	72559	420.00	mental health services
103851	CENTRAL LAKES MENTAL HEALTH	100224	72560	2,030.00	Professional mental health services for WPD
100154	CHAMBERLAIN OIL CO	484840-00	72561	379.11	3 pails of pump lube for the trucks
100154	CHAMBERLAIN OIL CO	484862-00	72561	175.00	Nitrile gloves
100154	CHAMBERLAIN OIL CO	484862-01	72561	175.00	Nitrile gloves
100154	CHAMBERLAIN OIL CO	485780-00	72561	137.80	Washer Fluid Drum
100154	CHAMBERLAIN OIL CO	485754-00	72561	393.31	Shop Supplies and oil
100156	CHAPPELL CENTRAL INC	SVC-118854	72562	1,618.77	Replaced 3 thermostats
100156	CHAPPELL CENTRAL INC	SVC-118870	72562	99.00	Labor Humidity Issues
100156	CHAPPELL CENTRAL INC	SVC-119031	72562	5,641.59	heater
100736	CHARTER COMMUNICATIONS	175505001092124	72563	142.24	Sep/Oct TV
101708	CINTAS CORPORATION	5231432011	72564	74.59	First Aid Kits
102984	CODE 4 SERVICES INC	9934	72565	442.99	FY24/25 Cradlepoint renewals
104070	Column Software PBC	B15E1683-0045	72566	157.85	9/18/24 Auction Notice
104070	Column Software PBC	B15E1683-0046	72566	443.76	Auction Notice 2
103677	COORDINATED BUSINESS SYSTEMS	INV409003	72567	202.89	Managed Print Services
100186	CROW CHEMICAL & LIGHTING	128175	72568	51.00	Toilet paper
100186	CROW CHEMICAL & LIGHTING	128259	72568	292.30	Gloves, wipes, peroxide cleaner, stainless steel cleaner
100186	CROW CHEMICAL & LIGHTING	128230	72568	61.00	60 gal garbage bags
103260	CROW RIVER CONSTRUCTION LLC	10436	72569	1,939.90	Dust control application - brush site
103260	CROW RIVER CONSTRUCTION LLC	10534	72569	2,950.00	install storm drain line
100222	DUININCK INC	Appl #11	72570	174,951.36	Project No. 2301-A Pay Application No. 11
100222	DUININCK INC	Appl #5 2401-B	72570	1,420,183.20	Project 2401-B Pay Application No. 5
100222	DUININCK INC	562263	72570	1,722.60	Aspault
100222	DUININCK INC	562235	72570	1,722.60	Asphalt
104064	Eric's Aviation Services, Inc	1016	72571	141.98	Toilet Paper and Paper Towels
101567	ETTERMAN ENTERPRISES	359887	72572	497.40	Shop supplies nuts/bolts
102443	EXCEL OVERHEAD DOOR	43376	72573	676.00	Garage door springs
100993	FELT/JAMES E	091224	72574	256.95	Retirement Gift Card for Linda Wittman
100775	FIRST CHOICE FOOD & BEVERAGE	2107:035707	72575	1,280.88	Concession Supplies
104149	Fischer Bros, LLC	2170	72576	21,400.00	Pool Slide Repairs
102973	FLEETPRIDE	119892738	72577	24.94	Filter
102973	FLEETPRIDE	120170825	72577	20.19	Filter
102269	FORUM COMMUNICATIONS COMPANY	MP1843340824	72578	250.00	digital ad campaign for comm center
102269	FORUM COMMUNICATIONS COMPANY	B15E1683-0050	72578	107.00	ORDINANCE - HOME MEDICAL LAND SALE TO STEINER
101791	FP MAILING SOLUTIONS	RI106358302	72579	174.21	Postage Machine Rent
100293	GENERAL MAILING SERVICES	71103	72580	48.34	postage
100293	GENERAL MAILING SERVICES	71129	72580	83.27	Postage through General Mailing
100293	GENERAL MAILING SERVICES	71030	72580	291.45	Postage 9/2-9/6/24
100293	GENERAL MAILING SERVICES	71139	72580	116.44	Postage 09/09-09/13/24
100293	GENERAL MAILING SERVICES	71184	72580	157.86	Postage 09/16-09/20/24
100293	GENERAL MAILING SERVICES	71025	72580	199.90	Postage - Guides
102835	GOODIN COMPANY	5440571-01	72581	62.58	GBT repair
102835	GOODIN COMPANY	5440571-00	72581	385.72	GBT repair
100786	GRAINGER INC	9223620775	72582	130.10	Replacement wheels
100786	GRAINGER INC	9243957777	72582	285.00	Exit signs
100786	GRAINGER INC	9248474497	72582	861.58	Flush Battery for Toilet
101887	GRAND RENTAL STATION	1-581287	72583	114.93	Sod Cutter Rec Fields
101887	GRAND RENTAL STATION	1-581819	72583	229.87	Sod Cutter Rec Fields
101887	GRAND RENTAL STATION	1-580822	72583	114.93	Sod Cutter
100321	HANSEN ADVERTISING SPECIALTIES	51049	72584	916.00	welcome week t-shirts
900170	HARP/GREGORY	093024	72585	300.00	Photographer - Campground Photos
103035	HATZINGER/MATTHEW J	092624	72586	195.49	Safety boots reimbursement

Vendor Payment Listing

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100324	HAUG IMPLEMENT CO - JOHN DEERE	499486	72587	58.35	Filler Cap
100324	HAUG IMPLEMENT CO - JOHN DEERE	499523	72587	(23.76)	Filler Cap
100324	HAUG IMPLEMENT CO - JOHN DEERE	499834	72587	160.78	Quick Coupler
100324	HAUG IMPLEMENT CO - JOHN DEERE	499808	72587	154.58	Quick Coupler
100324	HAUG IMPLEMENT CO - JOHN DEERE	500545	72587	182.71	Hyd Hose
100324	HAUG IMPLEMENT CO - JOHN DEERE	501273	72587	856.69	6430 Repair
100324	HAUG IMPLEMENT CO - JOHN DEERE	500905	72587	36.21	Seal Kit
100324	HAUG IMPLEMENT CO - JOHN DEERE	500821	72587	(315.36)	Return Hyd Couplers
102609	HAUG-KUBOTA LLC	25400	72588	108.53	Fitlers
102609	HAUG-KUBOTA LLC	25395	72588	1.36	Spring pin
102609	HAUG-KUBOTA LLC	25453	72588	98.65	Mower Deck Rollers
102609	HAUG-KUBOTA LLC	25437	72588	535.15	Bagger Blower Case
102609	HAUG-KUBOTA LLC	25450	72588	43.25	Filter
100325	HAWKINS INC	6861573	72589	12,093.36	Ind. ferric
100325	HAWKINS INC	6865220	72589	7,445.50	Polymer
100325	HAWKINS INC	6866847	72589	12,237.80	Ind. ferric
103874	HENRY SCHEIN, INC	14088973	72590	73.22	Sharps needles, glucose test strips, hand sanitize
103874	HENRY SCHEIN, INC	14592542	72590	15.20	(10) sharps needles
100333	HILLYARD\HUTCHINSON	605591135	72591	25.39	Cleaning Supplies
103760	HOMETOWN FIBER	4795	72592	565.00	Connect Willmar Marketing
103760	HOMETOWN FIBER	4797	72592	3,852.50	CONNECT WILLMAR MARKETING
103760	HOMETOWN FIBER	4805a	72592	9,460.00	CONNECT WILLMAR MARKETING
103366	IDEXX DISTRIBUTION INC	3159710917	72593	1,098.99	Lab supplies
102486	IN CONTROL INC	S-INV01930	72594	455.00	SCADA repair
103023	INNOVATIVE OFFICE SOLUTIONS	IN4649986	72595	2,119.87	Office Supplies
103023	INNOVATIVE OFFICE SOLUTIONS	IN4649916	72595	32.44	office supplies
103910	INTERSTATE BEARING SYSTEMS INC	2753467	72596	48.59	HVAC belts
104093	Jason Hay	093024	72597	62.36	Reimbursement for gas for SWAT
103861	JOE RILEY CONSTRUCTION	Appl #4	72598	61,255.24	Project No. 2404-B Pay Application No. 4
103355	JOHANNECK WTR CONDITIONING INC	124519	72599	14.65	Softener salt
103355	JOHANNECK WTR CONDITIONING INC	124712	72599	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	125008	72599	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	125228	72599	46.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	125635	72599	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	125863	72599	67.90	Softener salt
103355	JOHANNECK WTR CONDITIONING INC	125960	72599	39.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	125962	72599	11.00	Water
103355	JOHANNECK WTR CONDITIONING INC	126278	72599	25.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	126505	72599	46.00	Water
103355	JOHANNECK WTR CONDITIONING INC	126508	72599	11.00	Water
103355	JOHANNECK WTR CONDITIONING INC	126646	72599	525.85	Solar salt
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-182	72599	2.00	Rent
103355	JOHANNECK WTR CONDITIONING INC	ER1801-3-081	72599	46.00	Water cooler rental
103355	JOHANNECK WTR CONDITIONING INC	125806	72599	14.65	salt
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-170	72600	1.00	Rent
100867	KANDI STEEL AND FAB	6686	72601	18.50	Steps for the semi
100376	KANDIYOHI CO AUDITOR	523048	72602	16.64	Garbage
100382	KANDIYOHI CO RECORDER'S OFFICE	703378	72603	46.00	Deferred Assessment payoff recording fee
100382	KANDIYOHI CO RECORDER'S OFFICE	702592	72603	46.00	Easement for ELLS 7, 8 & 9 Project
101507	KANDIYOHI CO SHERIFF'S DEPT	2024-68	72604	908.15	Swat/Ripley Training
101507	KANDIYOHI CO SHERIFF'S DEPT	2024-71	72604	93.00	Reimbursement for Safelite Invoice pd in error
103619	KANDIYOHI CO TREASURER	092624	72605	36.15	City Council Meeting Overtime
104181	Kim Quelle	0008996	72606	250.00	shelter cancellation and damage deposit refund
103138	KING'S ELECTRIC LLC	3119	72607	415.78	Receptacle conduit repair
102122	KRISS PREMIUM PRODUCTS INC	189582	72608	328.58	Tolicide
900027	KROHN/NICHOLAS	092024	72609	95.11	Fire Explorers meeting meal
103423	KWIK TRIP INC	STMT/08-24	72610	43.26	Fuel for a Squad Cars
103930	L.E.A.D. OF KANDIYOHI COUNTY	8122024	72611	1,100.00	Tution for LEAD Class Anita Nelson
102187	LAKELAND MEDIA	IN-124085046	72612	1,700.00	Ten17 Media Advertising
101646	LAKESIDE PRESS	12445	72613	87.50	labels

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103750	LARCOM/JOSHUA	100224	72614	68.34	Mileage-redwood falls for education
100412	LEAGUE OF MN CITIES	411275	72615	7,024.00	LMC - 4-MONTH MENBERSHIP DUES
100412	LEAGUE OF MN CITIES	412012	72615	30.00	2024 FALL FORUMS - LESLIE
103723	LEGACY GROUP DEVELOPMENT, LLC	09102024	72616	15,056.30	1st half 2024 Tif Payment
104101	Levanen Underground LLC	Appl #5	72617	146,384.08	Project No. 2401-A Pay App No. 5
103129	LIEBL/JEFFREY	093024	72618	316.00	Meal reimbursement while at training
104023	Lisa Liebl	093024	72619	60.00	Cookies for LInda Wittman's Retirement
103226	LOCAL GOV'T INFORMATION SYS.	68034	72620	72.50	LOGIS/County site-to-site VPN removal
102593	LOFFLER COMPANIES	4801947	72621	295.31	Standalone printer prints
102593	LOFFLER COMPANIES	4793835	72621	34.32	Telephone Charges
103263	M.D. GRAPHICS	8124	72622	275.30	Squad 23 Fix Front p-side door & #s on bumper
100427	MACQUEEN EQUIPMENT INC	P59710	72623	655.82	Dirt Shoe
100427	MACQUEEN EQUIPMENT INC	P59749	72623	690.31	Dirt Shoe
100427	MACQUEEN EQUIPMENT INC	P36209	72623	71.04	Helmet front
100427	MACQUEEN EQUIPMENT INC	P59955	72623	3,107.95	Sweeper Parts
100427	MACQUEEN EQUIPMENT INC	P60055	72623	0.02	Seal
101121	MAGNUSON SHEET METAL INC	148152	72624	425.00	Door Plates
100437	MARCO TECHNOLOGIES LLC	INV12930409	72625	52.50	Shredding Service
101838	MARCO TECHNOLOGIES LLC	539039669	72626	162.28	500-0611665-000
101838	MARCO TECHNOLOGIES LLC	539039909	72626	205.39	500-0623211-000
100449	MENARDS	83305	72627	54.95	City Hall Coffee
100449	MENARDS	83227	72627	25.27	Shop supplies
100449	MENARDS	83367	72627	93.50	24 case of water & laundry detergent
100449	MENARDS	83490	72627	15.87	Acrylic 2x4 light panel
100449	MENARDS	83552	72627	21.05	Shop supplies
100449	MENARDS	83690	72627	14.63	Shop supplies
100449	MENARDS	83677	72627	33.44	Trailer repair
100449	MENARDS	83832	72627	15.97	Small tools
100449	MENARDS	83573	72627	15.48	plumbing supplies
100449	MENARDS	83967	72627	41.17	General supplies
100449	MENARDS	84230	72627	258.86	Softball Fields
100449	MENARDS	84236	72627	27.97	PVC pipe, gloves
100449	MENARDS	83986	72627	12.98	Insulation
100449	MENARDS	83223	72627	22.92	Grease and Fittings
100449	MENARDS	84024	72627	22.69	Tiling, Supplies
100449	MENARDS	83290	72628	11.87	Shop supplies
100449	MENARDS	83788	72628	10.97	MOP
100449	MENARDS	83852	72628	10.59	screws
100449	MENARDS	84045	72628	11.86	2"", 3"", 4"" stencils
100449	MENARDS	83964	72628	2.99	PVC pipe
100449	MENARDS	84290	72628	9.00	Sanding discs, Bolts
104019	Miguel Angel Garcia	3	72629	100.00	Music Performance for welcome week.
101805	MINI BIFF LLC	A-152268	72630	234.60	Mini Biff Dorthy Aquatics
101805	MINI BIFF LLC	A-152226	72630	117.30	Mini Biff Hill Top
101805	MINI BIFF LLC	A-151977	72630	117.30	Mini Biff Sunrise
101805	MINI BIFF LLC	A-151975	72630	107.10	Mini Biff Brush Site
101805	MINI BIFF LLC	A-152183	72630	117.30	Mini Biff Minnegasco Park
101805	MINI BIFF LLC	A-152178	72630	117.30	Mini Biff Rau
101805	MINI BIFF LLC	A-152177	72630	117.30	Mini Biff Southfield
101805	MINI BIFF LLC	A-152423	72630	234.60	Mini Biff Turf Fields
101805	MINI BIFF LLC	A-152424	72630	117.30	Mini Biff Sperry
101805	MINI BIFF LLC	A-152458	72630	117.30	Mini Biff Wellin Park
102553	MN DEPT OF COMMERCE	11012024	72631	74.00	2024 Unclaimed Property-City of Willmar
100499	MN ELEVATOR INC	1085606	72632	185.50	Aug-Sept Bi-Monthly Service
100018	MN FIRE SERVICE CERTIF. BOARD	13077	72633	1,023.75	Recertification for 39 firefighters
102916	MN SECRETARY OF STATE - NOTARY	6487	72634	120.00	Notary for Miranda Larsen
100873	MOTOR SPORTS OF WILLMAR	923002807	72635	239.50	Repair to ranger (past due from 2023)
101797	MOTOROLA SOLUTIONS INC	8281975444	72636	19,313.28	7 Mobile Car radios
101797	MOTOROLA SOLUTIONS INC	8281974608	72636	23,310.00	Accessories for 7 new mobile car radios
100197	MUNICIPAL EMERGENCY SERVICES	IN2118486	72637	11,036.95	(3) sets of turnout gear

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100541	MUNICIPAL UTILITIES	STMT/09-24	72638	79,471.39	Municipal Utilities-September 2024
100541	MUNICIPAL UTILITIES	INV00136	72638	950.00	Sidewalk Replacement
100541	MUNICIPAL UTILITIES	092324	72638	81,079.00	1056335 TH12 LIGHTING
100544	MVTL LABORATORIES INC	1271610	72639	485.00	Lab test's
100544	MVTL LABORATORIES INC	1271947	72639	80.00	Lab test
100544	MVTL LABORATORIES INC	1271944	72639	378.00	Lab test's
100544	MVTL LABORATORIES INC	1272538	72639	2,939.25	Biosolids test's
100544	MVTL LABORATORIES INC	1272660	72639	57.00	Lab test's
100568	NELSON INTERNATIONAL	X101127200:01	72640	704.96	Tank Air Press Wet/Secondary #132486
100568	NELSON INTERNATIONAL	X101132983:03	72640	304.33	Plant generator parts
100568	NELSON INTERNATIONAL	X101132983:02	72640	241.42	Plant generator parts
101794	NELSON/CHAD	091924	72641	297.54	FBI Uniform Reimbursement
102547	CARRANZA/NOE	199	72642	150.00	Interpreting services for ICR 24012104
102547	CARRANZA/NOE	200	72642	150.00	Interpreting services for ICR# 24012114
102547	CARRANZA/NOE	203	72642	150.00	Interpreting services for ICR 24012466
102547	CARRANZA/NOE	202	72642	150.00	Interpreting services for an interview
103286	OASIS AERO INC	6198	72643	4,286.44	Airport Mangement Contract-August 2024
103945	ODENS/THOMAS	092724	72644	187.60	2024 MnGFOA Conference
104178	On-Target Strategies, Inc	100	72645	195.00	Leadership Training
101968	PEST PRO II	19477	72646	269.69	Spray admin bldg. for bugs
100608	PETERSON SHOE STORE	232090	72647	195.45	Safety boots-Vandeneinde
100608	PETERSON SHOE STORE	232132	72647	242.24	Safety boots-Dickerson
100608	PETERSON SHOE STORE	231792	72647	233.74	Safety boots-Hein
100608	PETERSON SHOE STORE	232046	72647	195.45	Safety boots-Jones
100608	PETERSON SHOE STORE	231980	72647	233.74	Safety boots-Tinklenberg
103828	PHENOVA, INC	208700	72648	233.64	Lab QC test
100618	PLUMBING & HEATING OF WILLMAR	37354	72649	534.06	bathroom facet for airport
100374	PREMIUM WATERS INC	330622252	72650	10.00	water
100624	PRINT MASTERS	93082	72651	136.00	Josh's Business Cards
103529	PRO WATER SOLUTIONS	8544	72652	441.00	Solar Salt
103529	PRO WATER SOLUTIONS	8826	72652	465.50	Solar Salt
900197	PURPOSE ARTISANS	1022024	72653	300.00	2 hour Drum Facilitation
100633	QUALITY FLOW SYSTEMS INC	47574	72654	5,368.00	MUNI REPAIR SUPPLIES
101093	QUICK SIGNS	182329	72655	822.00	Billboard & Installation
104180	Ray Stenglein	0008610	72656	100.00	damage deposit refund from shelter rental
103109	RDO EQUIPMENT CO	P9581511	72657	69.84	Radiator Caps
103911	REPLACE INC	4193	72658	5,000.00	FiberNetwork Design work
103867	RS AMERICAS INC	9019902550	72659	1,429.71	PLC module
100665	RULE TIRE SHOP	1-72439	72660	1,108.00	Tires
100665	RULE TIRE SHOP	1-72533	72660	8.00	Tube
100665	RULE TIRE SHOP	1-72551	72660	1,500.00	Tires
100681	SCHWANKE TRACTOR & TRUCK INC	9853	72661	32.85	Carb Kit
104184	Schweiss Distributing, Inc.	49125	72662	845.15	trip-labor-cables-tax
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/08-24	72663	19,876.90	Unleaded and Diesel Fuel
103049	SRF CONSULTING GROUP INC	17632.00-2	72664	6,139.22	Comp Plan Consultant period ending Aug 31, 2024
100706	STACY'S NURSERY INC	23890	72665	24,000.00	Trees for planting
103256	STEINBEISSER AUTO REPAIR LLC	19608	72666	98.00	Propane
100722	STREICHER'S	I1720728	72667	2,481.60	Practice Ammo
102555	SUMMIT FIRE PROTECTION	2555501	72668	296.00	Annual Sprinkler inspection
100728	SURPLUS WAREHOUSE INC	5323	72669	179.98	Tires
104015	Swenson and Sons Construction	Appl #3	72670	5,163.25	Project 2305 Pay App No. 3
101406	TEMPLER/THOMAS	100124	72671	250.00	Safety boots reimbursement
103937	THORSON/JASON	091924	72672	204.95	Safety boots reimbursement
103757	TOM'S BACKHOE SERVICE, INC.	Appl #4	72673	51,490.00	ELLS 7, 8 & 9 Pay Application No. 4
102583	TORKELSON'S LOCK SERVICE	24-0191	72674	48.00	Keys for Auditorium
104046	Tyler Business Forms	95963	72675	216.56	AP Checks
103795	TYLER TECHNOLOGIES, INC	045-484189	72676	5,600.00	SAAS CONTRACT - PLANNING DEPARTMENT
103795	TYLER TECHNOLOGIES, INC	045-479040	72676	1,400.00	SAAS CONTRACT
103106	UL LLC	72020593292	72677	8,774.54	Ladder & Aerial truck inspections
100165	ULTIMATE SAFETY CONCEPTS INC	199599	72678	900.00	Rescue auger

Vendor Payment Listing

September 12, 2024 thru October 2, 2024

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
101286	UNCOMMON USA INC	1295700-IN	72679	44.00	FLAG
101286	UNCOMMON USA INC	1296748-IN	72679	183.20	US FLAG- Robbins Island
101286	UNCOMMON USA INC	1299155-IN	72679	792.80	Flags
100264	US BANK	7478602	72680	500.00	2023A paying agent/Transfer Fee
103143	US BANK EQUIPMENT FINANCE	538613647	72681	751.80	500-0664928-000/001
101767	US POST OFFICE	091224	72682	2,000.00	Replenish Postage Machine
102915	VERIZON WIRELESS	9973429878	72683	2,256.72	Verizon Aug/Sep
100777	VIKING COCA-COLA BOTTLING CO	3473902	72684	2,068.95	Concessions
104054	Human Resource Solutions	Misc-019	72685	100.00	Harassment in the Workplace Training
102906	VULCAN INDUSTRIES INC	24484-18611	72686	2,683.00	Fine screen parts
102971	WALLACE/TIMOTHY	100923	72687	162.00	Reissue Ck#69759 APX Radio Training
100798	WEST CENTRAL ELECTRIC SUPPLY	1292231-0001-01	72688	19.30	Generator relay
100798	WEST CENTRAL ELECTRIC SUPPLY	1290399-02	72688	952.00	Headworks switches
100798	WEST CENTRAL ELECTRIC SUPPLY	1290399-01	72688	176.00	Clarifier switches
100805	WEST CENTRAL SANITATION	13220757	72689	359.89	Recycling
100805	WEST CENTRAL SANITATION	13220163	72689	29.16	Recycling
102689	WILLMAR AUTO VALUE	22537106	72690	78.99	Blower Motor
102689	WILLMAR AUTO VALUE	22537170	72690	102.29	Filters
102689	WILLMAR AUTO VALUE	22537475	72690	71.96	Hyd. Fitting
102689	WILLMAR AUTO VALUE	22537579	72690	128.92	Shocks
102689	WILLMAR AUTO VALUE	22537855	72690	7.99	sand paper
102689	WILLMAR AUTO VALUE	22537894	72690	7.95	Light
102689	WILLMAR AUTO VALUE	22538165	72690	19.98	Wrenches
102689	WILLMAR AUTO VALUE	22538139	72690	9.99	Wrench
102689	WILLMAR AUTO VALUE	22538069	72690	280.97	Brake Parts
102689	WILLMAR AUTO VALUE	22538405	72690	15.00	Brake Pads
102689	WILLMAR AUTO VALUE	22537338	72690	35.48	Brake Fluid
102689	WILLMAR AUTO VALUE	22540047	72690	61.92	3/4 ton repair
102689	WILLMAR AUTO VALUE	22540029	72690	13.87	Filter, Shop Supplies
102689	WILLMAR AUTO VALUE	22540410	72690	120.81	Tire mounting supplies
102689	WILLMAR AUTO VALUE	22540483	72690	35.98	Wheel weights and fuel filter
102689	WILLMAR AUTO VALUE	22540507	72691	5.99	Wheel Bolt
100813	WILLMAR BUS SERVICE	24-0142	72692	3,100.00	bus trips
100812	WILLMAR CHAMBER OF COMMERCE	57773	72693	70.62	Recycling Fee
100812	WILLMAR CHAMBER OF COMMERCE	57774	72693	236.08	Managed IT Services
100812	WILLMAR CHAMBER OF COMMERCE	57776	72693	13,316.88	September Monthly Charges
100812	WILLMAR CHAMBER OF COMMERCE	57679	72693	1,662.23	Credit Card Billing
100817	WILLMAR FESTS	091824	72694	5,000.00	2024 Holidaze Donation
103454	WILLMAR ROTARY CLUB	2249	72695	850.00	Rotary Annual Dues
			Total	**2,484,250.91**	

Vendor Payment Listing

September 12, 2024 thru October 2, 20

VENDOR	NAME	INVOICE	CHECK NO
102365	CARDMEMBER SERVICE	STMT/07-24	550
100467	CENTERPOINT ENERGY	STMT/08-24	551
100492	MN DEPT OF REVENUE	STMT/08/24	552
100467	CENTERPOINT ENERGY	STMT/08-2024	553
102365	CARDMEMBER SERVICE	STMT/08-24	554

Total

)24

INVOICE NET	INVOICE DESCRIPTION
12,154.90	Bremer Credit Card Statement- July 2024
1,170.88	Natural Gas-Aug
3,039.59	Sales and Fuel Tax
2,992.99	Natural Gas-August 2024
12,751.87	BREMER CREDIT CARD STATEMENT-AUGUST 2024
32,110.23	

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	6.
Agenda Section:	Consent Items	**Originating Department:**	Finance
Resolution:	No	**Prepared By:**	Tom Odens, Finance Director
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Finance Report through 8/31/2024		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 8.31.24 General
2. 8.31.24 WWTP

City of Willmar
General Fund
Budgetary Comparison Report
For the Period Ended August 31, 2024

	2023 Actual		2024 Annual Budget	2024 Year-To-Date	% of 2024 Budget
Revenues					
General Property Taxes	$ 8,100,691.32		$ 9,159,636.00	$ 4,962,920.26	54.18%
Licenses and Permits	535,354.08		505,000.00	650,941.39	128.90%
Intergovernmental	6,239,698.62		7,100,275.00	3,578,668.61	50.40%
Service Charges	976,952.15		891,628.00	800,171.69	89.74%
Fines and Forfeits	98,850.21		75,000.00	75,003.65	100.00%
Special Assessments	1,658.51		-	1,220.66	
Miscellaneous Revenue	1,381,204.35		386,000.00	214,934.24	55.68%
Other Financing Sources	2,565,274.24		3,301,808.00	2,840,165.32	86.02%
Total Revenues	**$ 19,899,683.48**	*	**$ 21,419,347.00**	**$ 13,124,025.82**	**61.27%**
Expenditures					
City Administrator	$ 1,772,868.77		$ 1,110,951.00	$ 577,939.47	52.02%
Mayor and Council	336,547.40		378,150.00	350,051.91	92.57%
City Hall	2,342,944.32		810,217.00	681,603.92	84.13%
City Clerk	265,906.68		231,930.00	194,084.32	83.68%
Elections	7,545.22		125,859.00	27,796.85	22.09%
Finance Department	622,896.47		527,067.00	295,970.47	56.15%
Planning/Development Services	855,447.33		938,524.00	700,043.20	74.59%
Legal	459,230.07		350,000.00	190,186.39	54.34%
Information Technology	745,276.33		803,378.00	598,567.23	74.51%
Human Resources	182,831.80		215,206.00	135,961.83	63.18%
Cultural Diversity	3,856.55		173,578.00	114,430.43	65.92%
Sub-Total General Gov't.	7,595,350.94		5,664,860.00	3,866,636.02	**68.26%**
Police Department	6,203,045.29		6,481,869.00	4,398,883.43	67.86%
Fire Protection	1,008,434.39		1,192,512.00	637,460.13	53.46%
Sub-Total Public Safety	7,211,479.68		7,674,381.00	5,036,343.56	**65.63%**
Public Works	4,396,579.04		4,096,722.00	2,423,373.30	59.15%
Engineering	452,309.63		297,500.00	181,658.97	61.06%
Transit System	20,000.00		20,500.00	20,500.00	100.00%
Storm Water	98,317.02		83,500.00	66,960.33	80.19%
Sub-Total Streets/Highways	4,967,205.69		4,498,222.00	2,692,492.60	**59.86%**
WRAC	130,236.17		142,470.00	86,630.69	60.81%
Library	557,205.46		589,018.00	236,509.00	40.15%
Auditorium	57,899.84		111,768.00	24,383.32	21.82%
Parks & Recreation	1,095,630.82		1,093,248.00	784,199.55	71.73%
Civic Center	936,396.97		1,041,360.00	573,757.71	55.10%
Recreation/Event Center	23,062.63		10,000.00	8,155.64	81.56%
Community Center	268,740.16		292,433.00	209,084.90	71.50%
Aquatic Center	214,436.85		301,587.00	171,382.45	56.83%
Sub-Total Culture/Recreation	3,283,608.90		3,581,884.00	2,094,103.26	**58.46%**
Total Expenditures	**$ 23,057,645.21**		**$ 21,419,347.00**	**$ 13,689,575.44**	**63.91%**

* Indicates Over Budget

City of Willmar

Waste Treatment Plant
Budgetary Comparison Report
For the Period Ended August 31, 2024

	2023 Actual	2024 Annual Budget	2024 Actual Year-To-Date	% of 2024 Budget
Revenues				
Intergovernmental	$ 84,652.16	$ 75,000.00	$ 14,320.84	19.09%
Service Charges	9,804,384.56	10,075,000.00	5,489,182.21	54.48%
Miscellaneous Revenue	915,250.94	150,000.00	447,002.36	298.00%
Total Revenues	**$ 10,804,287.66**	**$ 10,300,000.00**	**$ 5,950,505.41**	**57.77%**
Expenditures				
Waste Treatment - Treatment	7,938,213.41	12,887,325.00	6,787,016.52	52.66%
Waste Treatment - Collections	3,397,959.60	1,872,777.00	145,484.54	7.77%
Waste Treatment - Biosolids	232,144.70	296,900.00	184,726.37	62.22%
Waste Treatment - Eagle Lake	57,625.55	30,650.00	16,097.64	52.52%
Total Expenditures	**$ 11,625,943.26**	**$ 15,087,652.00**	**$ 7,133,325.07**	**47.28%**

* Indicates Over Budget

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	6.
Agenda Section:	Consent Items	**Originating Department:**	Finance
Resolution:	No	**Prepared By:**	
Ordinance:	No	**Presented By:**	
Item:	WMU Financial Report for July 2024		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 7.31.24 MUC

Willmar Municipal Utilities

Income Statement

Group Summary

For Fiscal: 2024 Period Ending: 07/31/2024

SubCategory;DepartmentGroups	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - Electric					
Revenue					
401 - Residential	4,978,235.50	4,978,235.50	891,562.15	4,824,072.05	154,163.45
402 - Commercial/Industrial	11,733,418.55	11,733,418.55	1,954,530.17	11,472,935.64	260,482.91
404 - City Franchise Fee	1,725,666.95	1,725,666.95	270,701.81	1,625,488.37	100,178.58
405 - Transmission	1,681,733.62	1,681,733.62	202,414.96	1,231,229.30	450,504.32
419 - Interest	262,500.00	262,500.00	114,888.75	745,964.83	-483,464.83
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	256,755.45	382,959.18	-382,959.18
499 - Miscellaneous Revenues	571,660.88	571,660.88	141,965.29	1,023,136.33	-451,475.45
Revenue Total:	**20,953,215.50**	**20,953,215.50**	**3,832,818.58**	**21,305,785.70**	**-352,570.20**
Expense					
500 - Production	165,658.71	165,658.71	2,314.53	175,086.47	-9,427.76
555 - Purchased Power	10,262,638.68	10,262,638.68	1,949,008.82	9,450,658.37	811,980.31
560 - Transmission	2,565,214.82	2,565,214.82	404,101.60	2,293,231.89	271,982.93
580 - Distribution	1,252,863.57	1,252,863.57	156,201.85	1,106,326.70	146,536.87
900 - Customer Service	113,362.13	116,278.82	26,776.40	155,456.19	-39,177.37
906 - Energy Services/Marketing	93,100.56	93,100.56	4,030.34	15,348.16	77,752.40
920 - General & Administrative	1,591,910.32	1,591,910.32	211,331.78	1,433,150.07	158,760.25
997 - Cash Payment to City	1,245,992.51	1,245,992.51	179,383.33	1,255,683.31	-9,690.80
998 - Depreciation	1,234,370.69	1,234,370.69	173,913.70	1,213,165.92	21,204.77
999 - Miscellaneous	2,915.50	0.00	0.00	42,590.00	-42,590.00
Expense Total:	**18,528,027.49**	**18,528,028.68**	**3,107,062.35**	**17,140,697.08**	**1,387,331.60**
Fund: 100 - Electric Surplus (Deficit):	**2,425,188.01**	**2,425,186.82**	**725,756.23**	**4,165,088.62**	**-1,739,901.80**
Fund: 200 - Water					
Revenue					
401 - Residential	1,585,404.52	1,585,404.52	253,553.02	1,561,787.81	23,616.71
402 - Commercial/Industrial	1,696,681.00	1,696,681.00	307,077.57	1,769,026.51	-72,345.51
419 - Interest	29,155.00	29,155.00	11,294.64	81,797.48	-52,642.48
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	28,528.38	42,551.02	-42,551.02
499 - Miscellaneous Revenues	45,248.56	45,248.56	5,101.40	28,043.76	17,204.80
Revenue Total:	**3,356,489.08**	**3,356,489.08**	**605,555.01**	**3,483,206.58**	**-126,717.50**
Expense					
500 - Production	221,971.47	221,971.47	39,691.48	147,569.69	74,401.78
580 - Distribution	726,034.68	726,034.68	102,680.41	644,789.19	81,245.49
900 - Customer Service	67,160.80	67,160.80	14,526.73	78,737.54	-11,576.74
906 - Energy Services/Marketing	0.00	0.00	0.00	15.56	-15.56
920 - General & Administrative	527,415.21	527,415.21	69,552.48	493,616.61	33,798.60
998 - Depreciation	938,007.28	938,007.28	33,259.96	233,794.72	704,212.56
Expense Total:	**2,480,589.44**	**2,480,589.44**	**259,711.06**	**1,598,523.31**	**882,066.13**
Fund: 200 - Water Surplus (Deficit):	**875,899.64**	**875,899.64**	**345,843.95**	**1,884,683.27**	**-1,008,783.63**
Total Surplus (Deficit):	**3,301,087.65**	**3,301,086.46**	**1,071,600.18**	**6,049,771.89**	

Fund Summary

Fund	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
100 - Electric	2,425,188.01	2,425,186.82	725,756.23	4,165,088.62	-1,739,901.80
200 - Water	875,899.64	875,899.64	345,843.95	1,884,683.27	-1,008,783.63
Total Surplus (Deficit):	**3,301,087.65**	**3,301,086.46**	**1,071,600.18**	**6,049,771.89**	

Issued Dates: **9/1/2024 to 9/30/2024**
Report Name: **Monthly External Permits Report**
Permit Type(s): **Building, Mechanical, Plumbing**

City of Willmar
Monthly External Permits Report

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI033869	9/1/2024	1601 22nd St SW	95-921-6070	Storage Shed Garage/Shed	Chemical Storage Shed at Auatic Center	$14,000.00	$7.00
WI033938	9/1/2024	404 24th St SE	95-668-0800 Lot 10, Block 4 Pheasant Run	Storage Shed Residential Add/Alter	Move in dakota shed, 240 sq ft	$7,250.00	$140.88
WI033985	9/1/2024	703 3rd St SE	95-770-0010 Block 1 Sundt`s Addition	Addition Residential Add/Alter	Enclose existing front porch	$500.00	$1.00
WI034156	9/1/2024	300 7th St NW	95-440-0050 Lake Front Addition	Alteration Commercial Add/Alter	Antennae Upgrades	$15,000.00	$232.25
WI034166	9/1/2024	1213 28th St NW		Reroofing Residential Add/Alter	Residential Reroof	$12,784.00	$56.39
WI034167	9/1/2024	935 2nd St SE	95-250-0910 Lot 11, Block 5 Glarum`s Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	$11,986.00	$55.99
WI034175	9/1/2024	1312 10th St SE	95-670-0320 Lot 12, Block 2 Pleasant View Addition	Reroofing Residential Add/Alter	Residential Reroof	$13,875.00	$36.94
WI034194	9/1/2024	1106 Willmar Ave SW	95-570-0320 Block 3 Nursery Addition	Reroofing Residential Add/Alter	Residential Reroof	$4,000.00	$32.00
WI034215	9/1/2024	2312 Richland Dr SW	95-696-0260 Lot 6, Block 3 Richland Acres	Single Family Replace	Water Heater Replacement	$2,284.00	$26.00
WI034225	9/1/2024	1320 lst St S	95-922-6070	Commercial/Ind Tenant Finish	Kidney Dialysis Clinic/ Building Shell Only	$34,100.00	$358.05
WI034229	9/1/2024	911 Willmar Ave SW	95-922-7100	Install Egress Window Residential Add/Alter	Egress Window (2)	$2,500.00	$76.00
WI034234	9/1/2024	1309 9th St SE	95-670-0280 Lot 8, Block 2 Pleasant View Addition	Reroofing Residential Add/Alter	Residential Reroof	$5,000.00	$32.50

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034235	9/1/2024	713 24th Ave SW	95-682-0215 Block 3 Portland Acres 2nd Addition	Reroofing Residential Add/Alter	Residential Reroof	$4,800.00	$32.40
WI034237	9/3/2024	821 Monongalia Ave SW	95-006-3300 Block 79 First Addition To The Town Of Willmar	Single Family Replace	A/C Replacement	$5,373.00	$26.00
WI034238	9/5/2024	901 Willmar Ave SE	95-055-1000 Lot 1, Block 1 Bethesda Nursing Home Add	Fire Sprinkler/Fire Alarm Commercial Add/Alter	install emergency communication system	$17,427.00	$336.52
WI034239	9/5/2024	1016 Litchfield Ave SW	95-003-4080 Block 36 Willmar, Town Of (Original)	Reroofing Residential Add/Alter	Residential Reroof	$8,910.00	$4.46
WI034240	9/6/2024	208 Hawaii St NE	95-730-0830 Lot 13, Block 6 Sperry`s Addition	Siding Residential Add/Alter	Residential Reside	$4,000.00	$52.00
WI034241	9/6/2024	280 23rd St SE	95-668-0110 Lot 1, Block 2 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof, skylight replacement	$2,946.00	$31.47
WI034242	9/6/2024	1011 23rd St SE	95-786-0210 Lot 12, Block 3 Sunrise Estates	Townhouse Units Replace	furnace and AC replacement	$10,456.00	$56.00
WI034243	9/6/2024	1804 23rd Ave SW	95-868-0810 Lot 8, Block 2 Westwind Estates	Two Family Residence Replace	AC replacement	$5,000.00	$26.00
WI034244	9/9/2024	1308 7th St SE	95-923-8635	Reroofing Commercial Add/Alter	Commercial Reroof	$50,000.00	$599.75
WI034245	9/9/2024	606 Charlotte St SE	95-222-1110 Block 6 Ferrings 2nd Addition	Reroofing Residential Add/Alter	Residential Reroof	$14,000.00	$37.00
WI034246	9/9/2024	1525 8th St SW	95-664-0340 Block 3 Perkins 4th Addition	Reroofing Residential Add/Alter	Residential Reroof	$5,000.00	$32.50

City of Willmar
Monthly External Permits Report

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034247	9/9/2024	1613 Hansen Drive SW	95-864-0090 Lot 9, Block 1 West Park 5th Addition	Reroofing Residential Add/Alter	Residential Reroof	$26,000.00	$43.00
WI034249	9/9/2024	609 33rd St NW	95-833-1340 Lot 24, Block 7 Valley Brook Estates	Siding Residential Add/Alter	Residential Reside	$15,000.00	$57.50
WI034250	9/9/2024	605 12th St SW	95-006-5610 Block 99 First Addition To The Town Of Willmar	Siding Residential Add/Alter	Residential Reside	$32,043.00	$66.02
WI034251	9/9/2024	1213 18th St SW	95-510-0240 Lot 4, Block 3 Molenaar`s Addition	Siding Residential Add/Alter	Residential Reside	$11,292.00	$55.65
WI034252	9/9/2024	3059 1st Ave NW	95-616-0270 Block 1 Park View Estates	Single Family Replace	A/C Replacement	$4,850.00	$26.00
WI034253	9/10/2024	2317 Williams Pkwy SW	95-715-1540 Lot 4, Block 3 Southgate Addition	Addition Residential Add/Alter	12 by 24 addition	$32,480.00	$712.13
WI034255	9/11/2024	360 45th St NW	95-907-1010	Commercial/Ind Addition	Vaxxinova Addition	$0.00	$159.00
WI034256	9/11/2024	1802 18th St NE	95-508-0390 Minnwest Technology Campus, Cic #40	Fire Sprinkler/Fire Alarm Commercial Add/Alter	remodel from Fire damage	$12,250.00	$335.72
WI034258	9/13/2024	1904 7th St SW	95-340-0310 Lot 1, Block 3 Hilltop Park	Deck Residential Add/Alter	Residential Deck	$2,000.00	$103.71
WI034261	9/16/2024	722 24th St SE	95-666-0145 Block 1 Pheasant Meadows	Single Family Replace	Gas Furnace & A/C Replacement	$10,018.00	$56.00
WI034262	9/16/2024	1109 17th St SW	95-550-0170 Newberg`s Subd.	Reroofing Residential Add/Alter	Residential Reroof and siding	$19,000.00	$89.50
WI034263	9/16/2024	1416 18th St SW	95-861-0320 Lot 2, Block 3 West Park 2nd Addition	Single Family Replace	A/C Replacement	$5,178.00	$26.00

City of Willmar
Monthly External Permits Report

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034264	9/16/2024	508 14th St SW	95-015-0420 Lot 3, Block 4 Fourth Railroad Addition	Single Family Replace	Gas Furnace & A/C Replacement	$10,559.00	$56.00
WI034265	9/16/2024	1109 14th St SW	95-650-0110 Lot 11, Block 1 Pederson Subd.	Single Family Replace	A/C Replacement	$5,000.00	$26.00
WI034266	9/16/2024	517 7th St SW	95-006-0640 Lot 10, Block 61 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	$8,250.00	$34.13
WI034267	9/16/2024	2421 Williams Pkwy SW	95-715-0920 Lot 2, Block 1 Southgate Addition	Reroofing Residential Add/Alter	Residential Reroof	$10,264.00	$35.13
WI034268	9/16/2024	501 Portland Dr SW	95-684-0750 Block 5 Portland Acres	Reroofing Residential Add/Alter	Residential Reroof	$20,000.00	$40.00
WI034271	9/16/2024	527 Ann St SE	95-222-0370 Lot 7, Block 3 Ferrings 2nd Addition	Alteration Residential Add/Alter	Interior Remodel and egress window	$21,500.00	$10.75
WI034272	9/16/2024	804 6th St SW	95-090-0220 Booth`s Addition To Willmar	Alteration Residential Add/Alter	Active radon mitigation system	$4,750.00	$102.13
WI034273	9/17/2024	113 31st St NW	95-835-0330 Lot 10, Block 2 Vos Park	Siding Residential Add/Alter	Residential Reside	$5,152.00	$52.58
WI034274	9/17/2024	1300 5th St SE	95-231-0100 Lot 1, Block 1 Gesch Acres	Alteration Commercial Add/Alter	Remove revolving doors. build vestibule	$50,000.00	$743.44
WI034275	9/17/2024	1605 1st St S	95-923-8640 Lot Sto	Commercial/Ind Replace	RTU replacement	$30,000.00	$315.00
WI034276	9/19/2024	527 Ann St SE	95-222-0370 Lot 7, Block 3 Ferrings 2nd Addition	Single Family Alt/Remodel	Bathroom remodel, fixture relocation	$1,500.00	$1.00
WI034277	9/19/2024	1809 7th St SW	95-922-6620	Two Family Residence Replace	A/C Replacement	$5,401.00	$26.00

City of Willmar
Monthly External Permits Report

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034278	9/19/2024	913 Olena Ave SE	95-665-0310 Lot 21, Block 2 Perkins 5th Addition	Alteration Residential Add/Alter	Active Radon system	$1,827.00	$60.50
WI034280	9/19/2024	1703 8th Ave SE	95-843-0415 Block 5 Welshire Addition	Reroofing Residential Add/Alter	Residential Reroof	$10,000.00	$35.00
WI034281	9/19/2024	1701 8th Ave SE	95-843-0410 Welshire Addition	Reroofing Residential Add/Alter	Residential Reroof	$10,000.00	$35.00
WI034282	9/19/2024	1505 Country Club Dr NE	95-466-0040 Lot 4, Block 1 Second Addition To Lakewood	Single Family Replace	Gas Furnace Replacement	$4,992.00	$31.00
WI034283	9/19/2024	805 Pioneer Circle SE	95-230-0490 Lot 9, Block 3 Gesch Addition	Single Family Replace	Gas Furnace Replacement	$4,094.00	$31.00
WI034284	9/20/2024	2020 Trott Ave W	95-890-0280 Zimmer`s West Heights Addition	Addition Commercial Add/Alter	Foundation Only Permit for Modular Building Addition	$9,140.00	$272.28
WI034286	9/24/2024	1612 7 1/2 St SW	95-664-0410 Lot 11, Block 3 Perkins 4th Addition	Single Family Replace	A/C Replacement	$4,450.00	$26.00
WI034287	9/24/2024	1253 13th St SW	95-690-0530 Lot 3, Block 4 Ramblewood Addition	Alteration Residential Add/Alter	Ground anchors	$6,198.00	$127.85
WI034288	9/24/2024	335 Hillcrest Drive SW	95-922-7870	Alteration Residential Add/Alter	Wall anchors	$4,375.00	$101.94
WI034289	9/24/2024	720 17th St SW	95-760-0040 Lot 4 Summit Addition	Addition Residential Add/Alter	Bedroom addition	$40,600.00	$834.99
WI034290	9/24/2024	720 17th St SW	95-760-0040 Lot 4 Summit Addition	Single Family Addition	master bathroom addition	$0.00	$71.00
WI034291	9/25/2024	1423 Kandiyohi Ave SW	95-570-0930 Block 5 Nursery Addition	New New Single-Family Dwelling	New single family home	$193,551.00	$2,336.24

City of Willmar
Monthly External Permits Report

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034292	9/25/2024	1423 Kandiyohi Ave SW	95-570-0930 Block 5 Nursery Addition	Single Family New	HVAC for new home	$193,551.00	$101.00
WI034294	9/25/2024	1423 Kandiyohi Ave SW	95-570-0930 Block 5 Nursery Addition	Single Family New	PLumbing for new house	$0.00	$185.00
WI034295	9/30/2024	1300 5th St SE	95-231-0100 Lot 1, Block 1 Gesch Acres	Commercial/Ind Alt/Remodel	Install Air Curtain for new Entrance	$8,624.00	$90.55
WI034296	9/30/2024	321 Robbins Ave SW	95-280-1540 Block 8 Hanson`s Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	$9,000.00	$34.50
WI034297	9/30/2024	2808 6th Ave NW	95-248-0280 Lot 8, Block 2 Glacial Valley Estates	Siding Residential Add/Alter	Residential Reside	$20,000.00	$60.00
WI034298	9/30/2024	812 6th St SE	95-250-0440 Lot 4, Block 3 Glarum`s Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	$2,900.00	$31.45

Count: 65 **Totals: $1,116,980.00 $9,926.79**

Year-to-Date Summary (1/1/2024 through 9/30/2024)
Count: 564 **YTD Totals: $59,874,212.00 $551,042.69**

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	10.A.
Agenda Section:	Public Hearing:	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Kyle Box, City Operations Director
Ordinance:	Yes	**Presented By:**	Robert Scott, City Attorney
Item:	Public Hearing Authorizing the Sale of Real Property		

RECOMMENDED ACTION:
Adopt an Ordinance authorizing the sale of real property to Steiner, LLC and Ardadium, LLC.

OVERVIEW:
Finding it to be in the best interests of the City of Willmar, the Willmar City Council will consider the authorization to sell and convey real property located at 1020 Bridge Street, Redwood Falls, Redwood County, Minnesota, as legally defined on Exhibit A hereto, to Steiner, LLC and Arcadium LLC, each a Minnesota limited liability company, by warranty deed according to the terms and conditions of a Real Estate Purchase Agreement to be entered into between the City and Buyer. Said sale and conveyance shall be conditioned on the City first acquiring the real property from Rice Home Medical, LLC.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Ordinance authorizing sale of RHM RWFalls property to Steiner & Arcadium 091624

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF
REAL PROPERTY TO STEINER, LLC AND ARDADIUM, LLC

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 located at 1020 Bridge Street, Redwood Falls, Redwood County, Minnesota, as legally defined on Exhibit A hereto, to Steiner, LLC and Arcadium LLC, each a Minnesota limited liability company (collectively, the "Buyer"), by warranty deed pursuant to the terms and conditions of a Real Estate Purchase Agreement to be entered into between the City and Buyer. Said sale and conveyance shall be conditioned on the City first acquiring the real property from Rice Home Medical, LLC and completing the transactions authorized under Willmar City Council Resolution Nos. _____, _____, and _____, all dated September 16, 2024.

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 Larson, 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

1020 Bridge Street, Redwood Falls, Redwood County, Minnesota

Lots Seven (7) and Eight (8) of Auditor's Subdivision Number One (1) of the northwest factional quarter (NW FR1/1) of Section Six (6), Township One Hundred Twelve (112) North of Range Thirty-five (35) West of the Fifth Principal Meridian, according to the recorded plat thereof, Redwood County, Minnesota subject to highway easements; and

Commencing at the southwest corner of Lot Number Six (6) of Auditor's Subdivision Number One (1) of the northwest factional quarter (NW FR1/1) of Section Six (6), Township One Hundred Twelve (112) North of Range Thirty-five (35) West; thence running east a distance of Forty (40) feet; thence at right angles north a distance of Forty (40) feet; thence at right angles west a distance of Forty (40) feet; thence at right angles south a distance of Forty (40) feet to the place of beginning; said tract being part of Auditor's Lot Six (6) aforesaid.

Torrens Property, being registered land as evidence by Certificate of Title No. 5311.0.

Tax Parcel: 88.106.2130

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	10.B.
Agenda Section:	Public Hearing:	**Originating Department:**	Planning and Development
Resolution:	Yes	**Prepared By:**	Christopher Corbett, Planning and Development Director
Ordinance:	No	**Presented By:**	Christopher Corbett, Planning and Development Director
Item:	Water View Senior Housing: Vacation of Drainage and Utility Easements		

RECOMMENDED ACTION:
Motion by: _____ Second by: _____ to approve by resolution the petition for vacating utility easements on parcels 95-841-0500; 95-841-0510
Motion by: _____ Second by: _____ to approve the preliminary and final plats of The Water View Business Park Third Addition

OVERVIEW:

- The Petition for Vacation of the Easements was submitted by the landowner, Duinick Development, Inc.
- The Petition was approved by the MUC at their August 26, 2024, meeting, subject to the plats being updated to include 10 ft. easements along all boundaries, which said plats have been updated to said requirement and are attached for reference only.
- Following City Council's motion to proceed and adopt a resolution setting the matter for public hearing, the item will be included on the October 7, 2024, agenda for public hearing and final action. Publication will occur for two consecutive weeks and 10 days prior to the public hearing and mail service will be sent out 10 days prior to all 600 ft. surrounding landowners. The required notice will make the item ineligible for the earlier September 16, 2024, City Council meeting.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution - Water View Business Park Easement Vacation
2. 2024-08-21 134175 Preliminary Plat.cc
3. 2024-08-21 134175 Final Plat.cc
4. Petition to Vacate Easements (1)

RESOLUTION NO.

RESOLUTION TO VACATE UTILITY EASEMENTS

Motion By:_____ Second By:_____

BE IT RESOLVED that the City Council of the City of Willmar, Minnesota, a municipal corporation of the State of Minnesota, vacates the following drainage, utility and other easements more particularly described as:

> All the drainage and utility easements over, under and across Lots 1, 2, and 7, Block 6, as delineated and dedicated on WATER VIEW BUSINESS PARK, according to the recorded plat thereof, Kandiyohi County, Minnesota.

Dated this 7th day of October 2024.

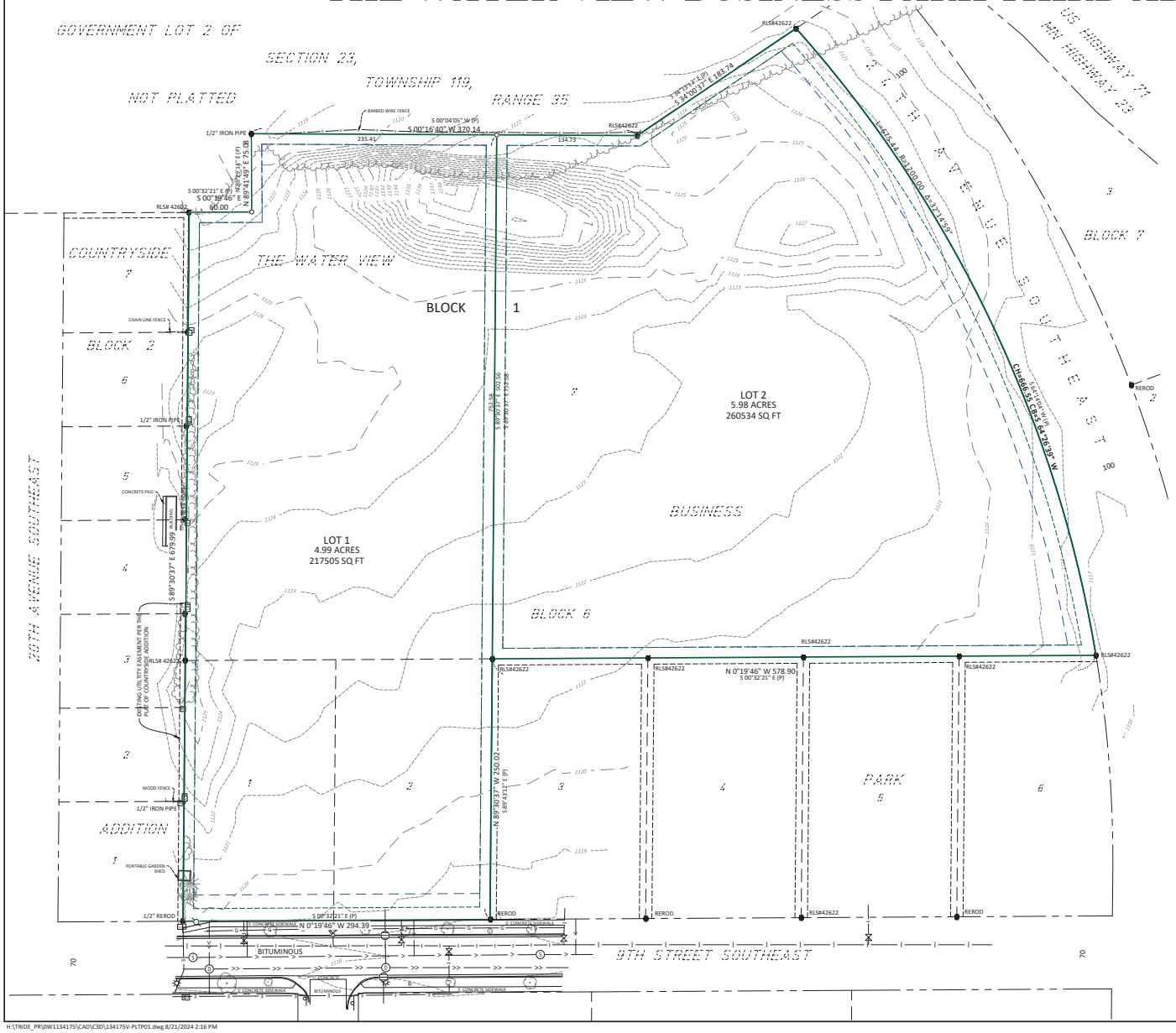
_____
MAYOR

Attest:

_____
CITY CLERK

PRELIMINARY PLAT OF:

THE WATER VIEW BUSINESS PARK THIRD ADDITION



LEGAL DESCRIPTION

Lots 1, 2 and 7, Block 6, WATERVIEW BUSINESS PARK, according to the recorded plat thereof, Kandiyohi County, Minnesota

OWNER

Duininck Companies, a Minnesota Partnership formerly known as
Duinick Bros. & Gilchrist Subject to the interest of
Duininck Development, Inc., a Minnesota Corporation
P.O. Box 208
Prinsburg, MN 562281

SURVEYOR

Bolton and Menk, Inc.
2040 Highway 12 East
Willmar, MN 56201

LOT AREAS:

TOTAL AREA: ±10.97 acres
LOT 1, BLOCK 1: ±4.99 acres
LOT 2, BLOCK 1: ±5.98 acres

ZONING:

Current zoning classification for subject property is GB-2 - General Business 2

REQUIREMENTS/SETBACKS:

Minimum Lot Size- 20,000 Square Feet
Lot Width- 100 feet
Minimum Distance Requirements:
Front Yard Setback- 25 feet from public right-of-way, 50 feet if along state or federal highways
Rear Yard Setback- 10 feet
Side Yard Setback- 10 feet from interior lot line, 25 from street right-of-way, 50 feet if along state or federal highways

SURVEYORS NOTES

1. For the purpose of this plat the north line of the Lot 1, Block 6 is assumed to bear South 89 degrees 30 minutes 37 seconds East.
2. The field survey was completed on April 8th, 2024.
3. Distances are in feet.
4. Contours are at 1 foot intervals
5. All easements dedicated per the plat of Waterview Business Park, over Lots 1, 2 and 7 are to be vacated immediately prior to recording of the final plat of Waterview Business Park 3rd Addition.

LEGEND

- 1/2" IRON PIPE MONUMENT SET MARKED BY LIC. NO. 57632
- FOUND REROD BONNEMA SURVEYS, UNLESS OTHERWISE NOTED
- (P) BEARINGS AND DISTANCES FROM PLAT OF WATERVIEW BUSINESS PARK
- ADJACENT
- PROPOSED EASEMENT LINE
- BUILDING SETBACK
- RIGHT OF WAY
- PROPOSED PLAT BOUNDARY LINE
- GAS UNDERGROUND
- ELECTRIC UNDERGROUND
- STORM SEWER
- WATER SYSTEM
- WATER SERVICE
- SANITARY SEWER
- EDGE OF BUSHES
- EDGE OF TREES
- INTERMEDIATE CONTOUR
- INDEX CONTOUR
- FENCE
- CURB & GUTTER
- BITUMINOUS EDGE
- CONCRETE EDGE
- BUILDING EDGE
- TREE-DECIDUOUS
- TREE-CONIFEROUS
- LIGHT POLE
- VALVE
- BENCH MARK
- CATCH BASIN
- MANHOLE-SANITARY SEWER
- MANHOLE-STORM SEWER
- PEDESTAL-COMMUNICATION
- PEDESTAL-ELECTRIC
- SIGN TRAFFIC
- POLE-UTILITY

SURVEYOR'S CERTIFICATION

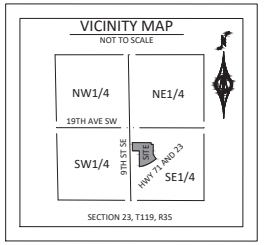
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Andrew Hill
License Number 57632

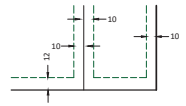
08/21/2024
Date

VICINITY MAP

NOT TO SCALE



DRAINAGE & UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND REAR LOT LINES AND BEING 12 FEET IN WIDTH AND ADJOINING PUBLIC WAYS, UNLESS OTHERWISE INDICATED.

This Plat Prepared By:
BOLTON & MENK

H:\TRIDE_PR\0W1134175\CAD\C3D\134175V-PLTP01.dwg 8/21/2024 2:16 PM

JOB NUMBER: 0W1.134175 FIELD BOOK: DRAWN BY: FRD R35-T119-S23-42 43

THE WATER VIEW BUSINESS PARK THIRD ADDITION

OWNERS
Duininck Companies
Duininck Development, Inc.
P.O. Box 208
Prinsburg, MN 562281

SCALE IN FEET
1 INCH = 50 FEET

DRAINAGE & UTILITY EASEMENTS ARE SHOWN THUS:

BEING 10 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND REAR LOT LINES AND BEING 12 FEET IN WIDTH AND ADJOINING PUBLIC WAYS, UNLESS OTHERWISE INDICATED.

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF LOT 1, BLOCK 6 WHICH IS ASSUMED TO BEAR SOUTH 89 DEGREES 30 MINUTES 37 SECONDS EAST.

GOVERNMENT LOT 2 OF SECTION 23, TOWNSHIP 119, RANGE 35

LEGEND
- 1/2" IRON PIPE MONUMENT SET MARKED BY LIC. NO. 57632
- FOUND MONUMENT
- (P) BEARINGS AND DISTANCES FROM PLAT OF THE WATER VIEW BUSINESS PARK

NOT PLATTED

COUNTRYSIDE ADDITION

THE WATER VIEW BUSINESS PARK

BLOCK 1

BLOCK 5

BLOCK 6

BLOCK 7

LOT 1
4.99 ACRES
217505 SQ FT

LOT 2
5.98 ACRES
260534 SQ FT

1/2" IRON PIPE
S 00°32'21" E (P)
S 00°19'46" E
60.00
N 89°41'49" E 75.00 (P)
235.41
S 00°04'05" W (P)
S 00°16'40" W 370.14
134.73
S 34°13'57" E (P)
S 34°00'37" E 183.74
I=525.44 R=2100.00 Δ=14°20'00"
CH=668.55 S 61°26'39" W
N 89°30'37" E 292.58
N 0°19'46" W 578.90
S 00°32'21" E (P)
N 0°19'46" W 294.39
S 00°32'21" E (P)
N 89°30'37" W 250.02
S 89°43'12" E (P)
S 89°43'12" E 679.99
S 89°30'37" E (P)

RLS#42622
RLS# 1039?
BONNEMA SURVEYS CAP
REROD
EXISTING UTILITY EASEMENT PER THE PLAT OF COUNTRYSIDE ADDITION

A EAST LINE OF LOT 7, BLOCK 6, THE WATER VIEW BUSINESS PARK
A NORTH LINE OF LOT 7, BLOCK 6, THE WATER VIEW BUSINESS PARK
A EAST LINE OF LOT 7, BLOCK 6, THE WATER VIEW BUSINESS PARK
A EAST LINE OF LOT 7, BLOCK 6, THE WATER VIEW BUSINESS PARK
A NORTH LINE OF LOT 7, BLOCK 6, THE WATER VIEW BUSINESS PARK
SOUTH LINE OF LOT 7, BLOCK 6, THE WATER VIEW BUSINESS PARK
WEST LINE OF LOT 7, BLOCK 6, THE WATER VIEW BUSINESS PARK
NORTH LINE OF LOT 1, BLOCK 6, THE WATER VIEW BUSINESS PARK
EAST LINE OF LOT 1, BLOCK 6, THE WATER VIEW BUSINESS PARK
SOUTH LINE OF LOT 1, BLOCK 6, THE WATER VIEW BUSINESS PARK
NORTH LINE OF LOT 2, BLOCK 6, THE WATER VIEW BUSINESS PARK
EAST LINE OF LOT 2, BLOCK 6, THE WATER VIEW BUSINESS PARK
SOUTH LINE OF LOT 2, BLOCK 6, THE WATER VIEW BUSINESS PARK
WEST LINE OF LOT 1, BLOCK 6, THE WATER VIEW BUSINESS PARK
WEST LINE OF LOT 2, BLOCK 6, THE WATER VIEW BUSINESS PARK

20TH AVENUE SOUTHEAST
9TH STREET SOUTHEAST
U.S. HIGHWAY 71
MN HIGHWAY 23

KNOW ALL PERSONS BY THESE PRESENTS: That Duininck Companies, a Minnesota Partnership formerly known as Duininck Bros. & Gilchrist and as Duininck Bros. and Gilchrist, and Duininck Development, Inc., a Minnesota Corporation, owners of the following described property situated in the County of Kandiyohi, State of Minnesota:

Lots 1, 2 and 7, Block 6, THE WATER VIEW BUSINESS PARK, according to the recorded plat thereof, Kandiyohi County, Minnesota

has caused the same to be surveyed and platted as THE WATER VIEW BUSINESS PARK THIRD ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof, said Duininck Companies, a Minnesota Partnership formerly known as Duininck Bros. & Gilchrist and as Duininck Bros. and Gilchrist, has caused these presents to be signed by its proper officer this _____ day of _____, 202__.

Duininck Companies, a Minnesota Partnership formerly known as Duininck Bros. & Gilchrist and as Duininck Bros. and Gilchrist

_____
Trevor Duininck, CEO

State of Minnesota

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by Trevor Duininck, CEO of Duininck Companies, a Minnesota Partnership formerly known as Duininck Bros. & Gilchrist and as Duininck Bros. and Gilchrist, on behalf of the corporation.

_____ Notary Public_____County, Minnesota
(Notary Signature)

_____ My Commission Expires_____
(Notary Printed Name)

In witness whereof, said Duininck Development, Inc., a Minnesota Corporation, has caused these presents to be signed by its proper officer this _____day of _____, 202__.

Duininck Development, Inc., a Minnesota Corporation

_____
Trevor Duininck, CEO

State of Minnesota

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by Trevor Duininck, CEO of Duininck Development, Inc., a Minnesota Corporation, on behalf of the corporation.

_____ Notary Public_____County, Minnesota
(Notary Signature)

_____ My Commission Expires_____
(Notary Printed Name)

Surveyor's Certification

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

Dated this _____ day of _____, 20___.

_____
Andrew Hill, Licensed Land Surveyor
Minnesota License No. 57632

State of Minnesota

County of _____

This instrument was acknowledged before me on _____, 20__, by Andrew Hill, Licensed Land Surveyor, Minnesota License No. 57632.

_____ Notary Public_____ County, Minnesota
(Notary Signature)

_____ My commission expires_____
(Notary Printed Name)

City Planning Commission
Approved by the Planning Commission of the City of Willmar this _____ day of _____, 202__.

Signed: _____ Attest: _____
Chairman Secretary

City Council
Approved by the City of Willmar this _____ day of _____, 202__.

Signed: _____ Attest: _____
Mayor City Clerk

City Engineer
Approved by the City Engineer, City of Willmar this _____ day of _____, 202__.

Signed: _____
City Engineer

Attorney
I, _____, Licensed Attorney, State of Minnesota, do hereby certify that the owners as indicated hereon represent all ownership interest in the land encompassed by this plat.

_____
Attorney

County Auditor/Treasurer
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20____.

_____
Kandiyohi County Auditor/Treasurer

County Recorder
I hereby certify that this instrument was filed for record in the Office of the County Recorder in and for Kandiyohi County, Minnesota on this _____ day of _____, 202__, at _____ o'clock___.M. as Folder No. _____, and as Document No. _____.

_____
Kandiyohi County Recorder

This Plat Prepared By:
BOLTON & MENK
2040 Highway 12 East
Willmar, MN 56201
(320)-231-3956

VICINITY MAP
NOT TO SCALE
NW1/4 NE1/4
19TH AVE SW
9TH ST SE
SW1/4 SE1/4
HWY 71 AND 23
SECTION 23, T119, R35

PETITION TO VACATE UNDER SECTION 9.01, CHAPTER 9 OF THE CITY CHARTER

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF WILLMAR, MINNESOTA:

The undersigned property owner/owners respectfully represent:

The current property owner of described land presented below.

That the petitioners are fee owner/owners of the following described property situated in the City of Willmar, Kandiyohi County, Minnesota, to wit:

Lot 1 and Lot 2 and Lot 7, Block 6, THE WATERVIEW BUSINESS PARK ADDITION, in the City of Willmar, Kandiyohi County, Minnesota.

The petitioner is interested in having vacation of any interest the City may or may not have in the following described utility easement(s), to wit:

All of the drainage and utility easements over, under and across Lots 1, 2, and 7, Block 6, as delineated and dedicated on WATERVIEW BUSINESS PARK, according to the recorded plat thereof, Kandiyohi County, Minnesota

That there are no city or other public utility facilities located within the premises subject to the above-described easement(s), and such easement(s) is not necessary for planned city utility installations in the future.

New drainage and utility easements will be required and recorded as part of the new plat for Lot 1, Block 1, THE WATER VIEW BUSINESS PARK THIRD ADDITION, in the City of Willmar, Kandiyohi County, Minnesota.

THEREFORE, the petitioner/petitioners respectfully request that a date for a hearing on this petition be set and at such hearing a resolution be passed to vacate any interest the City may have in the above-described portion of said easement(s).

Dated this 19th day of August, 2024.

Petitioner

P.O. Box 208 Pennock MN 56279 Mailing Address

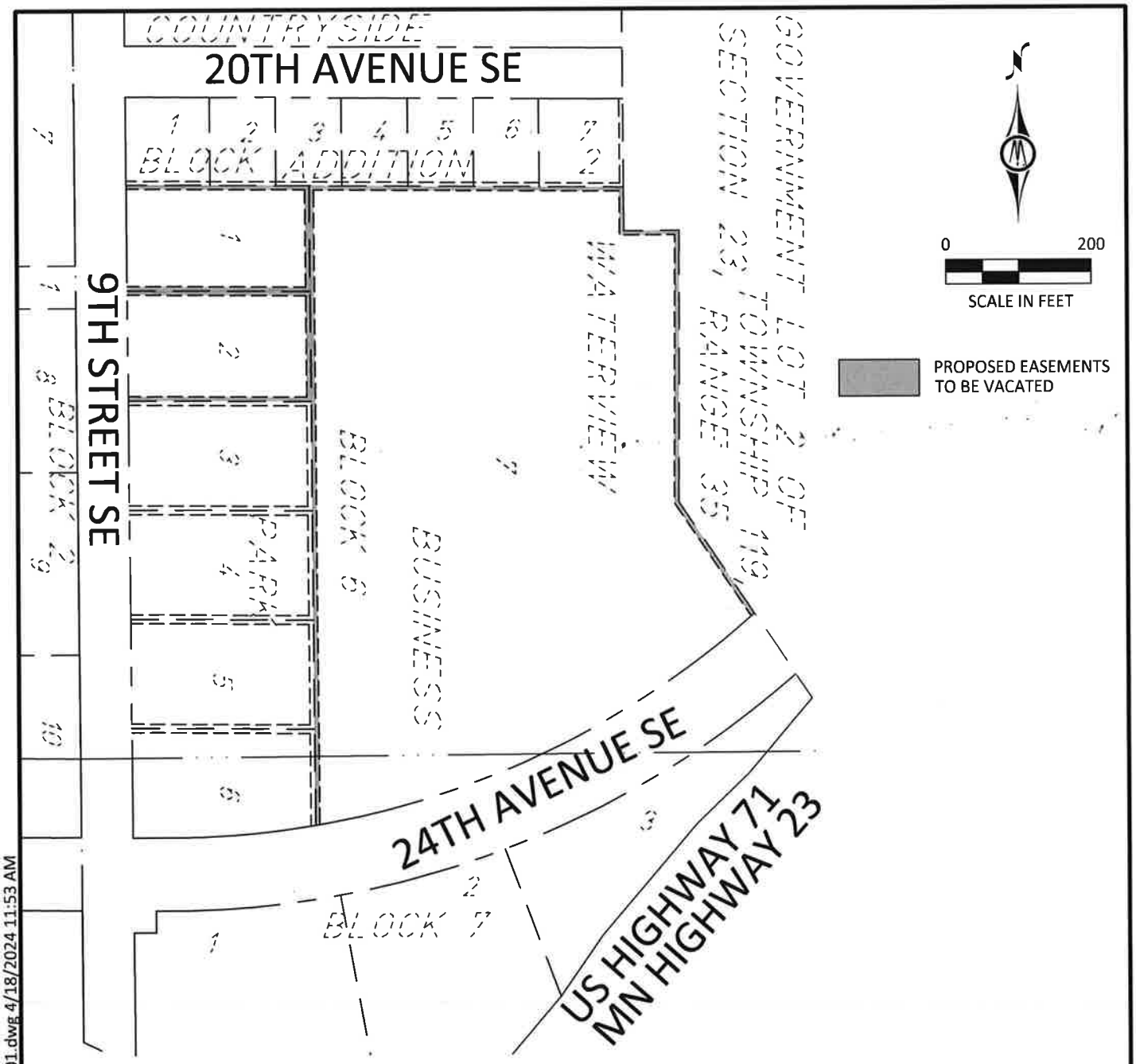
320-979-1372 Phone

jasonr@duininck.com Email

Subscribed and sworn to by me, a Notary Public, within and for said County, on this 19 *day of* August, 2024.

Notary Public

Sarah Martin
Notary Public
Minnesota
My Commission Expires 01/31/2028



PROPOSED VACATION DESCRIPTION:

All of the drainage and utility easements over, under and across Lots 1, 2, and 7, Block 6, as delineated and dedicated on WATERVIEW BUSINESS PARK, according to the recorded plat thereof, Kandiyohi County, Minnesota

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Andrew Hill
License Number 57632

04/18/2024
Date

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EASEMENT VACATION
WILLMAR, MINNESOTA

BOLTON & MENK
2040 HIGHWAY 12 EAST
WILLMAR, MN 56201-5818
(320) 231-3956

LOTS 1, 2, AND 7, BLOCK 6,
WATERVIEW BUSINESS PARK,
KANDIYOHI COUNTY, MINNESOTA

FOR: TRIDENT DEVELOPMENT, LLC

JOB NUMBER: 0W1.134175 FIELD BOOK: DRAWN BY: FRD

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R35-T119-523-42 43

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	11.A.
Agenda Section:	Regular Business	**Originating Department:**	Planning and Development
Resolution:	Yes	**Prepared By:**	Robert Scott, City Attorney
Ordinance:	No	**Presented By:**	Robert Scott, City Attorney
Item:	Water View Senior Housing Development TIF Agreement		

RECOMMENDED ACTION:
Motion: _____ Second: _____: to approve by resolution the TIF Agreement for Water View Senior Housing Development to be located at The Water View Business Park Third Addition.

OVERVIEW:

The TIF Plan was approved and a public hearing was held on July 15, 2024.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Waterview Senior Housing Project - TIF Agreement (FH v3-clean-corrected) 100324
2. Resolution - Water View Bus Park TIF

TAX INCREMENT DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF WILLMAR, MINNESOTA

AND

Willmar ALF, LLC

This document drafted by:
FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
(651) 225-8840

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TAX INCREMENT DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 2024, by and between the City of Willmar, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and Willmar ALF, LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.134, the City has formed Municipal Development District No. II (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469 .1794, as amended, (hereinafter the "Tax Increment Act"), the City has created, within the Development District, Tax Increment Financing District – Waterview Senior Housing Project (a Housing District) (the "Tax Increment District"), and has adopted a tax increment financing plan, dated May 30, 2024 and approved by the City Council on JULY 15, 2024, therefore (the "Tax Increment Plan"), which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 1161.993 through 1161.995, do not apply to this Agreement because assistance is being provided solely for housing.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Administrative Expenses shall have the meaning set forth in Minnesota Statutes, Section 469.174, Subdivision 14;

Agreement means this Tax Increment Development Agreement, as the same may be from time to time modified, amended or supplemented;

Available Tax Increment has the meaning provided in the TIF Note, which is attached hereto as Exhibit D;

Base As-Built Value means the estimated minimum market value of the Development Property following completion of the Project according to the terms of a separate assessment agreement to be entered into by the City and Developer, as certified by the Kandiyohi County Assessor and recorded with the Kandiyohi County Recorder's Office. The Base As-Built Value is currently estimated to be $11,155,022 (representing $11,000,000 in new improvements associated with the Project plus the prorated assessed market value of the land within the Waterview Business Park 3rd Addition plat for taxes payable in 2025 attributable to the Development Property of $155,022).

Business Day means any day except a Saturday, Sunday, or a legal holiday, or a day on which banking institutions in the City are authorized by law or executive order to close;

Certificate of Completion means the certification with respect to each Phase of the Project provided to the Developer pursuant to Section 4.4 of this Agreement, on the form attached as Exhibit C;

City means the City of Willmar, Minnesota;

Construction Plans means the plans, specifications, drawings and related documents on the construction work to be performed by the Developer on the Development Property in connection with the Project, which (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the appropriate building officials of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); (7) landscape plan; (8) stormwater management and/or drainage plan; and (9) such other plans or supplements to the foregoing plans as the City may reasonably request to allow it to ascertain the nature and quality of the proposed construction work;

County means Kandiyohi County, Minnesota;

Developer means Willmar ALF, LLC, a Minnesota limited liability company, its successors and assigns;

Development District means Municipal Development District No. II, described in the corresponding Development Program;

Development Program means the Development Program approved in connection with the Development District;

Development Property means the real property consisting of approximately 4.99 acres, as legally described on the attached Exhibit A and depicted on the attached Exhibit B;

Event of Default means any of the events described in Section 8.1 hereof;

Holder means the holder or beneficiary of a Mortgage;

Maturity Date means the date that the TIF Note has been paid in full, prepaid, or terminated in accordance with its terms;

Mortgage means any mortgage made by the Developer which is secured, in whole or in part, with any portion of the Development Property;

Project means the Developer's acquisition of the Development Property, completion of necessary environmental remediation, soil correction, demolition, site improvements, and public infrastructure improvements, and construction of an approximately 76-unit multifamily senior care facility; residential building, containing a mix of studio, one-bedroom, and two-bedroom units, with ancillary services (e.g.) beauty salon and commercial kitchen, together with approximately eight units of structured parking as well as surface parking and lighting facilities.

Reimbursable Expenses means the documented costs to the Developer to acquire the Development Property and construct the Project, including, without limitation, the vertical improvements, completion of all environmental remediation, soil correction, demolition substandard structures thereon, clearing of land, removal of hazardous substances or remediation necessary to develop the land, and installation of utilities, roads, sidewalks, and parking facilities for the site;

State means the State of Minnesota;

Tax Increment means tax increment, as defined in the Tax Increment Act, derived from the Development Property located within the Tax Increment District;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District – Waterview Senior Housing Project (a Housing District), which was qualified as a housing district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council by its Resolution No. 2024-088, dated July 15, 2024;

Third-Party Expenses means the actual third-party, out-of-pocket reasonable costs, fees or expenses incurred by the City in connection with the transaction described in this Agreement, including but not limited to the costs of the financial advisor and attorney(s), as well as for the administration of the Tax Increment Financing Plan and the preparation of this Agreement;

TIF Note means the Limited Revenue Tax Increment Note, substantially in the form attached hereto as Exhibits D, to be executed by the City and delivered to the Developer upon Developer's completion the Project in accordance with this Agreement;

Total Reimbursement Amount means the lesser of (i) $5,086,970.00, or (ii) the documented Reimbursable Expenses actually incurred and paid by the Developer for the Developer's completion of all Phases of the Project;

Unavoidable Delays means delays, beyond the reasonable control of the party seeking to be excused as a result thereof, which are the direct result of war, terrorism, strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, criminal activity, material or labor shortages, delays in deliver of material, fire or other casualty to the Project, pandemic, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays; provided that within 15 business days after a party impaired by the delay has knowledge of the delay it shall give the other party notice of the delay and the estimated length of the delay, and shall give the other party notice of the actual length of the delay within 15 business days after the cause of the delay has ceased to exist. The parties shall pursue with reasonable diligence the avoidance and removal of such delay. Unavoidable delay shall not extend performance of any obligation unless the notices required in this definition are given as herein required.

[*The remainder of this page is intentionally left blank*]

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(a) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The Tax Increment District is a "housing district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 11, and was created, adopted, and approved in accordance with the terms of the Tax Increment Act.

(c) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program. Land use permits shall be governed by City land use ordinances, with specific land use permits or approvals considered separate from this Agreement.

(d) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for the Reimbursable Costs in connection with the Project as provided in this Agreement. The City neither pledges nor provides any other financial assistance to the Developer for the construction of the Project or other costs.

(e) The requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement because assistance is being provided solely for housing.

(f) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(a) The Developer is a Minnesota limited liability company, is in good standing in the State and has the power to enter into this Agreement and to perform its obligations hereunder and is not in violation of the laws of the State.

(b) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(c) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably

foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(d) The Developer will use its best efforts to obtain, or cause to be obtained in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations, which must be obtained or met before the Project may be lawfully constructed.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) The Developer will reasonably cooperate with the City with respect to any litigation commenced with respect to the Project.

(g) For so long as Developer continues to own the Development Property after completion of construction of the Project, the Developer will cooperate to the fullest extent reasonably possible with the City in resolution of any traffic, parking, trash removal or public safety or nuisance problems, which may arise in connection with the construction, operation or maintenance of the Project.

(h) The Developer has received no notice or communication from any local, state, or federal official that the activities of the Developer or the City on the Development Property may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of or give any person a valid claim under any local, state, or federal environmental law, regulation, or review procedure.

(i) The Developer shall promptly advise City in writing of all litigation or claims affecting any part of the Project and all written complaints and charges made by any governmental authority materially affecting the Project or materially affecting Developer or its business which may delay or require changes in construction of the Project.

(j) Developer shall use commercially reasonable efforts to obtain the financing commitments to finance the construction of the Project, together with the equity funds available to the Developer, together with financing to be provided by the City pursuant to this Agreement, that will be sufficient to enable the Developer to successfully complete the Project.

(k) The Developer has made its own projections of tax increment and revenues to be generated from the Project and of the Developer's return on investment, and the Developer has not relied on any assumptions, calculations, determinations, or conclusions made by the City, its governing body members, officers or agents, including the independent contractors, consultants, legal counsel, or employees thereof, with respect to the foregoing or in determining to proceed with the Project.

(l) The Developer has re-platted the Development Property as required by the City and recorded all required plats of the Development Property.

(m) The construction of the Project shall commence on or before June 1, 2025 and, barring Unavoidable Delays, the Project will be substantially completed by July 1, 2026.

[*The remainder of this page is intentionally left blank*]

ARTICLE 3. UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Project and Third-Party Expenses.

(a) Reimbursement of City Costs. The Developer shall pay the City for legal and administrative expenses incurred by the City in connection with the Project and the preparation of this Agreement upon execution of this Agreement. The City acknowledges the Developer has deposited with the City $10,000 toward payment of legal and administrative expenses. If reasonable legal and administrative expenses exceed such amounts deposited and paid upon execution of this Agreement, then such excess amount shall be paid by Developer at the time of execution. Should the City incur additional reasonable legal and administrative expenses thereafter, the City may request payment thereof and the Developer agrees to pay all reasonable legal and administrative expenses incurred by the City within 30 days of the City's written notice. Any balance of Developer's funds will be promptly returned to Developer by the City following issuance of the TIF Note.

(b) The Developer shall construct the Project in accordance with this Agreement.

(c) The Developer shall pay all costs of the Development Property and the Project.

(d) The Developer will own the Development Property prior to commencement of construction of the Project and the City has no obligation to acquire the Development Property or any portion thereof on the Developer's behalf. The Developer acknowledges that the City makes no representations or warranties as to the condition of the Development Property or the fitness of the Development Property for construction of the Project or any other purpose for which the Developer may make use of such Development Property, and that the assistance provided to Developer under this Agreement neither implies any responsibility by the City for any contamination of the Development Property or poor soil conditions nor imposes any obligation on the City to participate in any cleanup of the Development Property or correction of any soil problems.

(e) The Developer will operate and maintain the Project in accordance with the terms of this Agreement and all applicable local, state and federal laws and regulations (including but not limited to, environmental, zoning, building and public health laws and regulations) subject to its respective rights to contest the same pursuant to applicable laws.

(f) At all times through the termination of this Agreement, the Developer will operate, maintain, preserve and keep any Phase of the Project which is constructed, the Development Property and such portions thereof in good repair and condition.

Section 3.2 Reimbursement of Costs; Tax Increment. The City will pledge 80 percent of the Tax Increments received and retained by the City to reimburse the Developer for up to $ 5,086,970.00 (the "Total Reimbursement Amount") of documented Reimbursable Expenses actually incurred and paid by the Developer for the Project. The City's obligation to reimburse the Developer for the Reimbursable Expenses up to the Total Reimbursement Amount for the construction of the Project on the Development Property shall come solely from Tax Increment

received and retained by the City and shall be subject to satisfaction of the following conditions precedent:

(a) The Developer shall be in material compliance with all the terms, conditions, and provisions of this Agreement;

(b) The Developer shall have substantially completed construction of the Project, as evidenced by the City's issuance of a Certificate of Completion in the form attached hereto as Exhibit C; and

(c) The Developer shall have submitted to the City copies of invoices or other evidence acceptable to the City documenting the Developer's Reimbursable Expenses incurred on the Project.

Section 3.3 TIF Revenue Note. Notwithstanding any provision of this Agreement, the Developer agrees to and shall be responsible to pay all of its respective costs and expenses of the Project and the Development Property. However, the City is willing to provide the assistance as provided in this Agreement to reimburse the Developer for a portion of the Project costs incurred by the Developer. In order to reimburse the Developer for a portion of the costs of the Project incurred by the Developer for Reimbursable Expenses not to exceed the Total Reimbursement Amount, the City shall pay the Total Reimbursement Amount through the issuance of the City's Tax Increment Revenue Note (the "TIF Note") in the maximum principal amount of $5,086,970.00. The TIF Note shall be substantially in the forms attached to this Agreement as Exhibit D, subject to the following conditions:

(a) The TIF Note shall be dated, issued, and delivered promptly after the Developer's demonstration in writing to the reasonable satisfaction of the City that the Developer has incurred and paid costs for the Reimbursable Expenses and shall have submitted paid invoices for the Reimbursable Expenses in an amount not less than the Total Reimbursement Amount.

(b) The principal amount of the TIF Note shall be payable solely from the Tax Increments.

(c) On each TIF Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal outstanding on the TIF Note, the Tax Increments received by the City during the preceding six months.

(d) Payments will be made semi-annually on February 1 and August 1 of each year commencing August 1, 2027, and continuing through the earlier of February 1, 2053, or until such time as all Reimbursable Expenses have been paid.

(e) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal on the TIF Note.

(f) The City's obligation to make payments on the TIF Note on any TIF Note Payment Date or any date thereafter shall be conditioned upon the requirements that there shall not at that time be an Event of Default by Developer that has occurred and is continuing under this Agreement and has not been cured during the applicable cure period and this Agreement shall not have been terminated.

(g) In the event of any conflict between the terms of the TIF Note and the terms of this Section, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as legal counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

(h) Notwithstanding anything to the contrary in this Agreement, if the conditions for delivery of the TIF Note are not met by the date of required substantial completion of the Project set forth in Section 2.2(m), and subject to Unavoidable Delay, such failure shall constitute an Event of Default and the City may exercise its remedies as set forth herein.

(i) The Developer understands and acknowledges that the City makes no representations or warranties regarding the amount of Available Tax Increment, or that revenues pledged to the TIF Note will be sufficient to pay the principal amount of the TIF Note. The Developer expressly acknowledges that amounts of Available Tax Increment will be determined, in part, by the estimated market value of the Project, and that if the market value assigned by the County is less than the Developer anticipated at the time this Agreement was negotiated, Available Tax Increment may be insufficient to pay the entire principal amount of the TIF Note. Developer further acknowledges that estimates of Tax Increment prepared by the City or its financial advisors in connection with the TIF District or this Agreement are for the benefit of the City and are not intended as representations on which the Developer may rely. If the cost of the Project exceeds the principal amount of the TIF Note, such excess is the sole responsibility of the Developer.

Section 3.4 Administrative Costs. The Parties agree and understand that the City will reimburse itself for its Administrative Expenses, from and to the extent of the 20 percent portion of Tax Increments that are not pledged to the TIF Note.

Section 3.5 Tax Increment Pooling. As permitted under Minnesota Statutes section 469.1763, subd. 2(b) and subd. 3(a)(5), any expenditures of increment from the TIF District to pay the cost of a "housing project" as defined in Minnesota Statutes section 469.174, subd. 11 will be treated as an expenditure within the district for the purposes of the "pooling rules" and the "five-year rule". The City anticipates that tax increments will be spent outside the TIF District (including allowable administrative expenses), and such expenditures are expressly authorized in the TIF Plan.

Section 3.6 Records. The City and its representatives shall have the right at all reasonable times after reasonable notice to inspect, examine and copy all books and records of the Developer relating to the Project and this Agreement.

Section 3.7 Affordability Requirements. The Developer shall comply with all income requirements imposed by Minn. Stat. § 469.1761 for the duration of this Agreement.

Section 3.8 Restriction on Nonresidential Use. The Developer shall devote no more than 20 percent of the square footage of the buildings constructed as part of the Project to commercial, retail, or other nonresidential uses.

[*The remainder of this page is intentionally left blank*]

ARTICLE 4. CONSTRUCTION OF PROJECT

Section 4.1 Construction of Project Improvements; Continued Operation. The Developer agrees that it will construct the Project in accordance with the Construction Plans and at all times prior to the Maturity Date will devote the Development Property to multi-family residential uses, and will operate and maintain, preserve, and cause such facility to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition, and in compliance with all applicable City and State codes, laws, and regulations. The City shall not have any obligation to operate or maintain the Project.

Section 4.2 Construction Plans. The Developer shall submit the Construction Plans for the Project to the City, and the City shall review and approve the same if it finds that the Construction Plans adequately provide for the construction of the Project and are in conformity with the Development Program, this Agreement, and all applicable State and local laws and regulations. The Developer may not commence work on the Project until such time as the City has approved the Construction Plans therefore. Approval by the City Representative does not relieve the Developer of the obligation to comply with the terms of this Agreement or of the Development Program, applicable federal, state, and local laws, ordinances, rules, and regulations, or to construct the Project in accordance therewith.

Section 4.5 Commencement and Completion of Construction. The Developer owns the Development Property and shall construct the Project. Subject to Unavoidable Delays, construction of the Project on the Development Property shall commence by June 1, 2025, and be substantially completed by July 1, 2026. Construction is considered to be commenced upon the beginning of physical improvements beyond grading. All work with respect to the Project to be constructed or provided by the Developer on the Development Property shall be in substantial compliance and conformity with the construction plans as submitted by the Developer and approved by the City in conjunction with the issuance of a building permit.

Section 4.6 Certificate of Completion. Promptly after substantial completion of the Project in accordance with those provisions of this Agreement, the City will furnish the Developer with a Certificate of Completion in substantially the form attached as Exhibit C. Such certificate by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement to construct the Project and the date for completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder or any insurer of a mortgage securing money loaned to finance the Project, or any part thereof.

Section 4.7 Certificate of Occupancy. The construction of the Project will be considered substantially complete once the Developer has received a certificate of occupancy from the City.

ARTICLE 5. INSURANCE

Section 5.1 Required Insurance During Construction. The Developer will provide and maintain at all times during the process of constructing the Project an All Risk Broad Form Basis Insurance Policy and from time to time during that period at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(a) Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis," in an amount equal to 100 percent of the insurable value of the Project at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy.

(b) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) together with limits against bodily injury and property damage of not less than $2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City shall be listed as an additional insured on the policy; and

(c) Workers' compensation insurance, with statutory coverage.

Section 5.2 Post-Construction Required Insurance. Upon completion of construction of the Project and prior to the Maturity Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(a) Insurance against loss and damage to the applicable Phase of the Project under a policy or policies covering such risks as are ordinarily insured in accordance with prudent, reasonable business practices by similar businesses.

(b) Commercial general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of $2,000,000, and shall be endorsed to show the City as additional insured.

(c) Such other insurance, including workers' compensation insurance covering all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability.

Section 5.3 Evidence of Required Insurance. All insurance required in this Article 5 of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City certificates evidencing all such insurance and stating that such insurance is in force and effect. Unless otherwise provided in this Article 5 of this Agreement, each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the

amounts required herein without giving written notice to the Developer and the City at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Project.

Section 5.4 Damage; Duty to Notify and Repair. The Developer agrees to notify the City immediately in the case of damage exceeding $100,000 in amount to, or destruction of, the Project or any portion thereof resulting from fire or other casualty. In such event occurring prior to the Maturity Date the Developer will upon receipt of insurance proceeds forthwith repair, reconstruct and restore the Project to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof, conditioned on Developer's lender's agreement to release the insurance proceeds and the satisfaction of any disbursing requirements. The Developer shall complete the repair, reconstruction and restoration of the Project, whether or not the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction and restoration shall be the property of the Developer.

Section 5.5 Failure to Repair; Termination of TIF Note. Notwithstanding anything to the contrary contained in this Agreement, in the event of damage to the Project in excess of $100,000 and the Developer fails to substantially complete any repair, reconstruction or restoration of the Project within eighteen (18) months from the date of damage or receipt of insurance proceeds whichever is later, subject to Unavoidable Delay, the City may, at its option, terminate the TIF Note upon delivery to the Developer of not less than ninety (90) days' prior written notice of the City's intention to terminate this Agreement unless within said ninety (90) day period, Developer either: (i) substantially completes such repair, reconstruction or restoration within said ninety (90) day period; or, (ii) provides assurances reasonably satisfactory to the City that all repair, reconstruction or restoration will be completed as soon as responsibly possible. If the City so terminates the TIF Note, such termination shall constitute the City's sole remedy under this Agreement as a result of the Developer's failure to repair, reconstruct or restore the Project. Thereafter, the City shall have no further obligations to make any payments under the TIF Note and, subject to Section 9.19, Developer shall have no further obligations under this Agreement.

Section 5.6 Termination of Insurance. The Developer and the City agree that all of the insurance provisions set forth in this Article 5 shall terminate upon the termination of this Agreement.

[*The remainder of this page is intentionally left blank*]

ARTICLE 6. TAX INCREMENT; TAXES

Section 6.1 Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of developing the Project through issuance of the TIF Note. The Developer understands that the Tax Increments pledged to the TIF Note are derived from real estate taxes on the Development Property, which taxes must be promptly and timely paid. To that end, the Developer agrees for itself, its successors and assigns, in addition to the obligation pursuant to statute to pay real estate taxes, that it is also obligated by reason of this Agreement, prior to the Maturity Date, to pay before delinquency all real estate taxes assessed against the Development Property and the Project thereon. The Developer acknowledges that this obligation creates a contractual right on behalf of the City to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the County auditor. In any such suit, the City shall also be entitled to recover its reasonable costs, expenses and attorney fees.

Section 6.2 Reduction of Taxes. The Developer agrees that prior to the Maturity Date, it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (a) willful destruction of the Development Property or any part thereof; (b) willful refusal to reconstruct damaged or destroyed property, except to the extent otherwise provided in Section 5.4; (c) apply for an abatement or deferral of real property tax under any law or otherwise cause the Development Property to become exempt from real property taxes; (d) seek a reduction in the assessed market value of the Development Property as determined by the Kandiyohi County Assessor, provided that (i) the County Assessor establishes the assessed market value of the Development Property at the amount of the Base As-Built Value in the year following Developer's completion of the Project and (ii) such valuation does not thereafter increase by more than twenty (20) percent in any single year; or (e) subject to Article 7, convey or transfer or allow conveyance or transfer of the Development Property to any entity that is exempt from payment of real property taxes under State law.

[*The remainder of this page is intentionally left blank*]

ARTICLE 7. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER; INDEMNIFICATION

Section 7.1 Prohibition Against Developer's Transfer of Property and Assignment of Agreement. The Developer represents and agrees that prior to issuance of the Certificate of Completion for a Phase of the Project:

(a) Except only by way of security for, and only for, the purpose of obtaining financing or refinancing necessary to enable the Developer or any successor in interest to the Development Property, or any part thereof, to acquire the Development Property and perform its obligations with respect to developing and constructing the Project under this Agreement, and any other purpose authorized by this Agreement, the Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City unless the Developer remains liable and bound by this Agreement in which event the City's approval is not required. Any such transfer shall be subject to the provisions of this Agreement.

(b) In the event the Developer, upon transfer or assignment of the Development Property or any portion thereof, seeks to be released from its obligations under this Agreement as to the portion of the Development Property that is transferred or assigned, the City shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such release that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer as to the portion of the Development Property to be transferred.

(2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement as to the portion of the Development Property to be transferred and agreed to be subject to all the conditions and restrictions to which the Developer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to the Development Property or any part thereof or the construction of the Project; it being the intent of the Parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or

remedies on controls provided in or resulting from this Agreement with respect to the Project had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

(3) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property governed by this Article 7, shall be in a form reasonably satisfactory to the City. In the event the foregoing conditions are satisfied then the Developer shall be released from its obligation under this Agreement, as to the portion of the Development Property that is transferred, assigned, or otherwise conveyed. After issuance of the Certificate of Completion for a Phase of the Project, the Developer may transfer or assign any portion of the Development Property or the Developer's interest in this Agreement relating to such Phase without the prior written consent of the City, provided that the transferee or assignee is bound by all the Developer's obligations hereunder. The Developer shall submit to the City written evidence of any such transfer or assignment, including the transferee or assignee's express assumption of the Developer's obligations under this Agreement. If the Developer fails to provide such evidence of transfer and assumption, the Developer shall remain bound by all its obligations under this Agreement.

(c) After issuance of the Certificate of Completion for the Project, the Developer may transfer or assign any portion of the Development Property or the Developer's interest in this Agreement or the TIF Note without the prior written consent of the City, provided that the transferee or assignee is bound by all the Developer's obligations hereunder. The Developer shall submit to the City written evidence of any such transfer or assignment, including the transferee or assignee's express assumption of the Developer's obligations under this Agreement. If the Developer fails to provide such evidence of transfer and assumption, the Developer shall remain bound by all its obligations under this Agreement.

Section 7.2 Release and Indemnification Covenants.

(a) Except for any intentional misconduct or negligence of any of the Indemnified Parties (defined below), the Developer releases from and covenants and agrees that the City and the Indemnified Parties shall not be liable for and agrees to indemnify the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

(b) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties as hereinafter defined, the Developer agrees to indemnify the City and the governing body members, officers, agents, servants and employees thereof acting in their capacity as such and not in their individual capacity (collectively, the "Indemnified Parties"), now or forever, and further agrees to hold the Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from Developer's obligations pursuant to this Agreement, or the construction, installation, ownership, maintenance and operation of the Project.

(c) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement or applicable laws, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants, or employees or any other person who may be about the Development Property or the Project.

(d) All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 7.3 Subordination. To facilitate the Developer obtaining financing for the Development of the Project, the City shall subordinate its rights under this Agreement to the Holder of any Mortgage, in accordance with such reasonable terms and conditions as required by the Holder of a Mortgage.

Notwithstanding anything to the contrary in this Agreement, without the prior written approval of the City, (i) transfers of direct and indirect ownership interests in the Developer shall be permitted, (ii) the Developer may obtain construction and/or permanent financing for the Development Property or any portion thereof (including, without limitation, in favor of a Holder of a Mortgage), and the Developer's rights under this Agreement and/or any TIF Note may be assigned or collaterally assigned to a Holder of a Mortgage, (iii) a Holder of a Mortgage or an entity it controls, is controlled by, or under common control with, may exercise any rights it may have to acquire the Development Property or any portion thereof, and (iv) the Developer may enter into leases, easements, and other agreements affecting the Development Property in the ordinary course of business.

[*The remainder of this page is intentionally left blank*]

ARTICLE 8. EVENTS OF DEFAULT

Section 8.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement any one or more of the following events (unless the context otherwise provides):

(a) Failure by the Developer or the City to materially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, subject to Unavoidable Delays.

(b) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions, and limitations of this Agreement.

(c) Failure by the Developer to timely pay any ad valorem property taxes assessed with respect to the Development Property, or any part thereof.

(d) The Holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default by Developer under the applicable mortgage documents; and Developer fails to cure such default and reinstate the mortgage obligations as provided by Minnesota law.

(e) If the Developer shall (1) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or State law; or (2) make an assignment for benefit of its creditors; or (3) admit in writing its inability to pay its debts generally as they become due; or be adjudicated as bankrupt or insolvent.

(f) Notwithstanding anything to the contrary set forth in this Agreement the members of the Developer and lenders providing financing for the Project shall have the right, but not the obligation, to cure an Event of Default during any relevant cure period in the event the Developer fails to cure such default.

Section 8.2 Remedies on Default. Whenever any Event of Default referred to in Section 8.1 of this Agreement occurs, the non-defaulting party, as specified below, may exercise its rights under this Section 8.2 only after providing 60 days' written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said 60 days or, if the Event of Default cannot reasonably be cured within 60 days, the defaulting party does not provide assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

(a) In the case of an Event of Default by Developer, the City may suspend its performance under the Agreement and the TIF Note until the City receives assurances that the Developer will cure such Event of Default and continue its performance under the Agreement.

(b) In the case of an Event of Default by Developer, the City may cancel and rescind or terminate the TIF Note and the Agreement.

(c) In the case of an Event of Default by Developer, the City may demand repayment of the Reimbursement Amount which has been paid to the Developer.

(d) The non-defaulting party may take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

Section 8.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article 8.

Section 8.4 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 8.5 Reimbursement of Attorneys' Fees. Whenever any Event of Default occurs and if either party shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the other party under this Agreement, and such non-defaulting party prevails in such action, the defaulting party agrees that it shall, within twenty (20) business days of written demand by the non-defaulting party, pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

[*The remainder of this page is intentionally left blank*]

ARTICLE 9. GENERAL PROVISIONS

Section 9.1 Binding Effect. This Agreement binds and benefits the Parties and their successors and assigns.

Section 9.2 Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

Section 9.3 Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it unless expressly stated herein; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

Section 9.4 City Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of the Agreement.

Section 9.5 Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in the Agreement it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations.

Section 9.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

Section 9.7 Governing Law. This Agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

Section 9.8 Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Developer agrees that the City, State Auditor, or any of their duly authorized representatives at any time during normal business hours upon reasonable notice and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Developer and involve transactions relating to this

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

Section 9.9 Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

Section 9.10 Recording. The City may record this Agreement and any amendments thereto with the office of the county recorder for Kandiyohi County. The Developer shall pay all costs for recording. The City will execute an instrument acknowledging the termination of this Agreement when the TIF Note is paid in full.

Section 9.11 Notice of Status and Conformance. The City agrees from time to time, upon not less than thirty days' prior written notice by Developer, to execute, acknowledge and deliver, without charge, to Developer a statement in writing certifying, to the extent true, that this Agreement is unmodified, the outstanding principal amount of the TIF Note, that the City has not received or given any notice of default, that to the knowledge of the City no event of default exists hereunder (or if any such event of default does exist, specifying the same and stating that the same has been cured, if such be the case), and that the City to its knowledge, has no claims against the Developer hereunder. It is the intention of this Section to provide a mechanism for obtaining estoppel certificates which may be requested by Developer's mortgagee or any transferee (or prospective transferee) of the TIF Note.

Section 9.12 Amendment. This Agreement may be amended only by a written agreement signed by all parties hereto.

Section 9.13 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that prior to the Maturity Date of the applicable TIF Note, the Developer and such successors and assigns shall devote the Parcel of the Development Property relating to such TIF Note to, and in accordance with, the multi-family residential uses specified in this Agreement.

Section 9.14 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or heir or on any obligations under the terms of this Agreement.

Section 9.15 Titles of Articles and Sections. Any titles of the several parts, articles, and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 9.16 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Developer is addressed to or delivered personally to:

Roger Fink
c/o Willmar ALF, LLC
1200 25th Avenue South
St. Cloud, MN 56301

With a copy to:

Siegel Brill, P.A.
Attn: Anthony Gleekel and Josh Grossman
100 Washington Ave. S., Suite 1300
Minneapolis, MN 55401

(b) in the case of the City is addressed to or delivered personally to:

City Administrator
City of Willmar
333 6th Street Southwest
Willmar, MN 56201

With a copy to:

Flaherty & Hood, P.A.
Attn: Willmar City Attorney
525 Park Street, Suite 470
St. Paul, MN 55103

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 9.17 Counterparts. This Agreement and any related documents may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures using a certified e-signature via Adobe or DocuSign are acceptable for this Agreement and related documents will be accepted with the same effect as original ink-signed "hard copy" versions of such documents. Notwithstanding the foregoing, all documents which are to be recorded must be delivered by the signing party as fully executed and acknowledged (and, if required by applicable law, witnessed) "wet ink" originals.

Section 9.18 Expiration. This Agreement shall terminate and expire on the Maturity Date, February 1, 2053, unless earlier terminated or rescinded in accordance with its terms.

Section 9.19 Provisions Surviving Rescission or Expiration. Sections 7.2, 7.3 and 9.4 shall survive any rescission, termination, or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

[*The remainder of this page is intentionally left blank*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the day and year first set forth above.

WILLMAR ALF, LLC,
a Minnesota limited liability company

By: _____ Date:_____
_____, Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 2024, by _____, as the _____ of Willmar ALF, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

_____
Notary Public

CITY OF WILLMAR, MINNESOTA

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

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

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this _____day of _____, 2024, by Douglas E. Reese, as Mayor, and Leslie Valiant, as City Administrator, for the City of Willmar, Minnesota.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

Lot 1, Waterview Business Park 3rd Addition, according to the recorded plat thereof, Kandiyohi County, Minnesota

EXHIBIT B

DEPICTION OF DEVELOPMENT PROPERTY

PRELIMINARY PLAT OF:

WATERVIEW BUSINESS PARK 3RD ADDITION

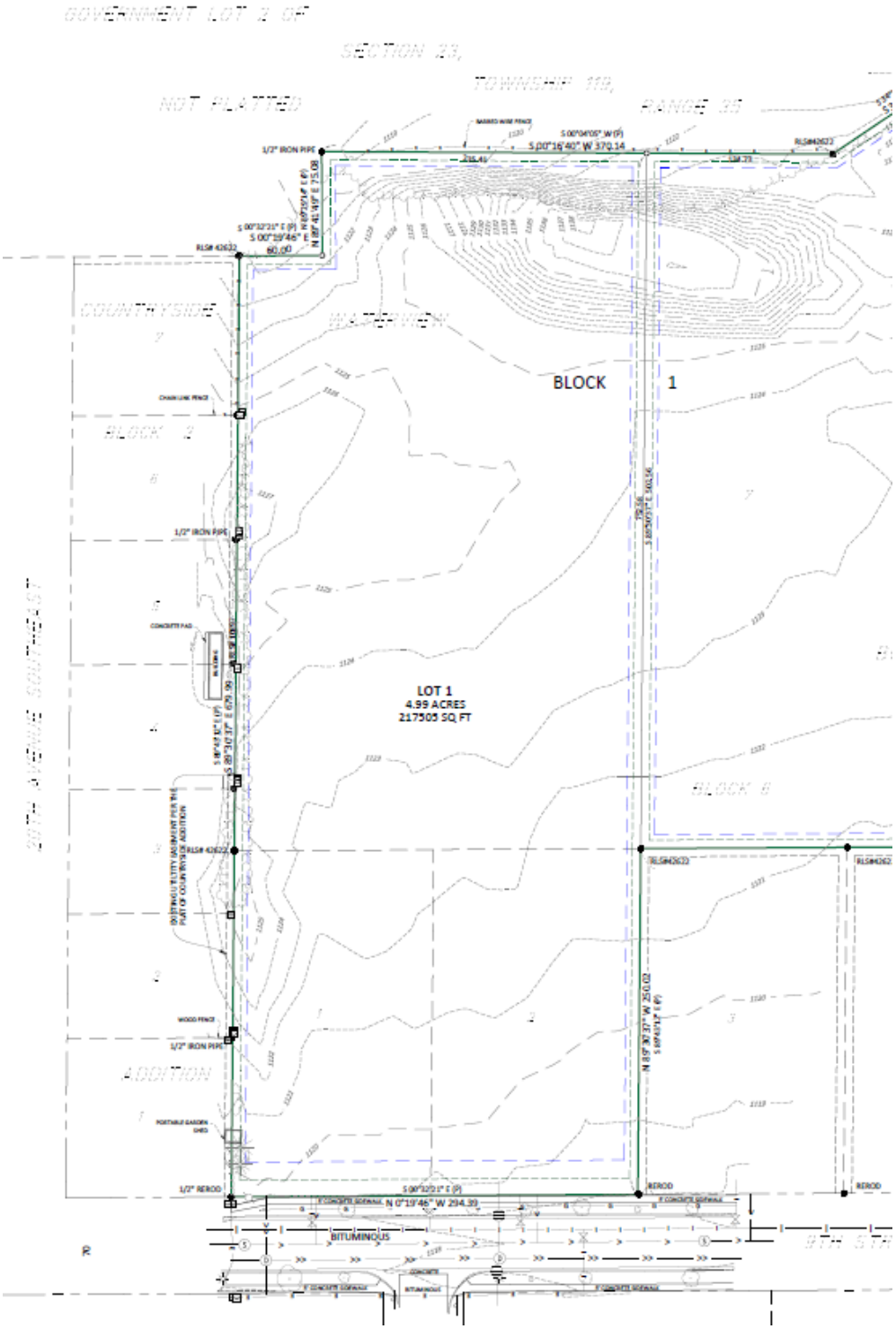

EXHIBIT C

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that Willmar ALF, LLC ("Developer") has fully complied with its obligations under Article 3 of that document entitled "Tax Increment Development Agreement," dated _____, 2024, (the "Development Agreement") by and between the City of Willmar, Minnesota and the Developer, with respect to construction of the Project in accordance with the Construction Plans, and that Developer is released and forever discharged from its obligations to construct the Project under Article 3, but all other covenants under the Development Agreement remain in full force and effect.

CITY OF WILLMAR

Dated: _____, 20_____. By: _____
Mayor

Dated: _____, 20_____. By: _____
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____, as Mayor, and _____, as City Administrator, for the City of Willmar, Minnesota.

_____
Notary Public

EXHIBIT D

FORM OF LIMITED REVENUE TAX INCREMENT NOTE

UNITED STATE OF AMERICA
STATE OF MINNESOTA
COUNTY OF KANDIYOHI
CITY OF WILLMAR

TAX INCREMENT REVENUE NOTE OF 202___
(WILLMAR ALF, LLC)

PRINCIPAL AMOUNT: $ 5,086,970.00 **INTEREST RATE: 0.00%**

DATE OF ORIGINAL ISSUE: _____, 20_____

The City of Willmar, Minnesota (the "City") hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Willmar ALF, LLC, a Minnesota limited liability company (the "Developer"), or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above without interest, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed $ 5,086,970.00 as provided in that certain Tax Increment Development Agreement, dated as of _____, 2024, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer.

The amounts due under this Note shall be payable, and semi-annually thereafter on February 1 and August 1 of each year, commencing on August 1, 2027, and thereafter to and including February 1, 2053 (maximum of 52 semi-annual payments) or, if the first should not be a regular business day, the next succeeding regular business day (the "Payment Dates"), or such earlier date as all principal payable hereunder shall have been paid in full (in an aggregate principal amount not to exceed $ 5,086,970.00). No interest shall accrue on the unreimbursed portion of Reimbursable Expenses. At least thirty days in advance of each Payment Date, the Developer shall submit an invoice to the City indicating the amount of the increment payment due on the Payment Date, which shall equal the sum of the Available Tax Increments (defined below) received by the City during the six-month period preceding such Payment Date. Thereafter, on each Payment Date the City shall pay the Available Tax Increments to the then current Registered Owner set forth in the Certification of Registration attached to this Note, at the address set forth in the Certification of Registration for such Registered Owner.

The Payment Amounts due hereon shall be payable solely from 80 percent of the Tax Increment attributable to the Development Property and the Project thereto within the TIF District (the "Available Tax Increment"), that is paid to the City by Kandiyohi County in the six-month period preceding the Payment Date, and which the City is entitled to retain pursuant to the provisions of the TIF Act, all as such terms are defined in the Development Agreement. The City shall have no obligation to pay principal of this Note on each Payment Date from any source other than Available Tax Increment and the failure of the City to pay the entire amount of principal on this Note on any Payment Date shall not constitute a default hereunder as long as the City pays principal hereon to the extent of Available Tax Increment. The City shall have no obligation to pay unpaid balance of principal that may remain after the final Payment on February 1, 2053, except from Available Tax Increment attributable to property taxes paid in the year preceding the year in which the final payment date occurs.

This Note shall terminate and be of no further force and effect following: (i) the last Payment Date defined above, (ii) on any date upon which the City shall have terminated this Note under Section 8.2(b) of the Development Agreement, (iii) on the date the TIF District is terminated, or (iv) on the date that all principal payable hereunder shall have been paid in full (in an aggregate principal amount not to exceed $ 5,086,970.00), whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder; but such unpaid amounts shall become immediately due and payable if said Event of Default shall be cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City cancels and rescinds this Note, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Sections 3.2 and 3.3 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

The principal sum of this Note is prepayable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Note.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Financing Act.

This Note may be assigned only upon an assignment of the Development Agreement as permitted therein, as otherwise provided in the Development Agreement, or with the consent of the City, which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the Certification of Registration for the Note maintained by the City and attached to this Note. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City Council of the City of Willmar has caused this Note to be executed with the manual signatures of its Mayor and City Administrator, all as of the Date of Original Issue specified above.

CITY OF WILLMAR

_____
Mayor

_____
City Administrator

This document drafted by:
FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
(651) 225-8840

EXHIBIT E

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered, on the date of original issue, in the name of Willmar ALF, LLC, a Minnesota limited liability company, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF REGISTERED OWNER	**DATE OF REGISTRATION**	**SIGNATURE OF CITY CITY CLERK**
Willmar ALF, LLC		

RESOLUTION NO.

RESOLUTION TO APPROVE THE WATER VIEW SENIOR HOUSING DEVELOPMENT TAX INCREMENT FINANCING AGREEMENT

Motion By:_____ Second By:_____

BE IT RESOLVED that the City Council of the City of Willmar, Minnesota, a municipal corporation of the State of Minnesota, approves the Tax Increment Financing Agreement for the Water View Senior Housing Development to be located at the Water View Business Park Third Addition Final Plat:

Dated this 7th day of October 2024.

_____
MAYOR

Attest:

_____
CITY CLERK

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	11.B.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Kyle Box, City Operations Director
Ordinance:	No	**Presented By:**	Eric Rudningen, Airport Manager
Item:	Professional Services Agreement for Runway 13/31 Edge Lighting and NAVAIDS Replacement		

RECOMMENDED ACTION:
To Approve the Professional Services Agreement with Bolton & Menk for Runway 13/31 Edge Lighting and NAVAIDS Replacement

OVERVIEW:
Bolton & Menk has submitted a proposal for Professional Services for the Runway 13/31 Edge Lighting and NAVAIDS Replacement project at the Willmar Municipal Airport. The project is to replace the existing airfield lighting system with a new LED system. The existing system was originally installed in 2005 and has reached the end of its useful life. Funding for this project shall be a combination of FAA Airport Improvement Program (AIP) and Airport Infrastructure Grant (AIG) funds. Components of the new lighting system will include the following:

- Runway Edge Lights – AIP Funded
- Taxiway Edge Lights – AIP Funded
- Guidance Signs – AIP Funded
- Rotating Beacon – AIG Funded
- Windcone – AIG Funded
- Precision Approach Path Indicators – AIG Funded
- Runway End Identifier Lights – AIG Funded
- Electrical Vault Equipment – AIP/AIG Funded

SCHEDULE:
We anticipate the work can be performed according to the following schedule.

- Design: October 2024 – April 2025
- Bid Letting: May 2025
- Construction: September – November 2025

BUDGETARY/FISCAL ISSUES:

Projects	
Task 1 AIP Funded Runway 13/31 Edge Lighting System	$ 115,000
Task 2 AIG Funded Runway 13/31 NAVAID System	$ 50,000
TOTAL	**$ 165,000**

Funding Participation:	
Federal (95%)	$156,750
State (2.5%)	$ 4,125
Local (2.5%)	**$ 4,125**

ALTERNATIVES TO CONSIDER:
None Recommended

ATTACHMENTS:
1. BDH_Rwy_Lighting_Proposal_092424

BOLTON & MENK
Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

September 24, 2024

Ms. Leslie Valiant
City Administrator
City of Willmar
333 Southwest 6th Street
Willmar, MN 56201

RE: Willmar Municipal Airport (BDH)
Runway 13/31 Edge Lighting System Replacement – AIP Funded
Runway 13/31 NAVAIDS, Beacon, and Windcone Replacement – AIG Funded
BMI Work Order No.1
Proposal for Professional Services

Dear Ms. Valiant,

Bolton & Menk is pleased to submit our proposal for Professional Services for the Runway 13/31 Edge Lighting and NAVAIDS Replacement project at the Willmar Municipal Airport.

Our understanding of the project is the city desires to replace the existing airfield lighting system with a new LED system. The existing system was originally installed in 2005 and has reached the end of its useful life. Funding for this project shall be a combination of FAA Airport Improvement Program (AIP) and Airport Infrastructure Grant (AIG) funds. Components of the new lighting system will include the following:

- Runway Edge Lights – AIP Funded
- Taxiway Edge Lights – AIP Funded
- Guidance Signs – AIP Funded
- Rotating Beacon – AIG Funded
- Windcone – AIG Funded
- Precision Approach Path Indicators – AIG Funded
- Runway End Identifier Lights – AIG Funded
- Electrical Vault Equipment – AIP/AIG Funded

This proposal will include design and bid administration services. Construction administration services shall be completed via a separate work order.

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SCOPE OF SERVICES:

TASK 1: AIP - RUNWAY 13/13 EDGE LIGHTING DESIGN & BID ADMINISTRATION:

1.1 Project Scoping

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor.

Consultant shall coordinate with the Sponsor, FAA, MnDOT, and other applicable agencies to complete the work elements in Task 1.

1.2 Project Meetings

Up to three (3) meetings with the city, FAA, and MnDOT are included. It is anticipated that these meetings will include appropriate city, FAA, and MnDOT personnel and be conducted virtually. Meetings will be scheduled as necessary for work items included in Task 1.

1.3 Prepare DBE Program Update

Since the project is anticipated to use more than $250,000 of federal grant funds, the annual Disadvantaged Business Enterprise goals will be updated to reflect the current project. This task includes research of the current state highway certified DBE listings and area contractors to determine the availability of potential DBE contractors, preparation of preliminary construction estimates, and identification of potential DBE work items. The DBE goal work sheets will be finalized for Sponsor submittal to the FAA Civil Rights Office.

1.4 Environmental Documentation

Consultant will identify potential environmental concerns that may need to be taken into consideration with the proposed airport development. To identify potential environmental concerns, a Section 106 Cultural Resource and Aquatic Resource Delineation field survey will be completed. The Cultural Resource field survey includes archaeology and architectural field surveys. The Section 106 Cultural Resource field survey will identify any historic property on the airport, complete architectural review, and complete Level 1 delineation over the areas of existing and future development boundaries, and evaluate the effects on future development, and identify mitigation strategies. The Aquatic Resource Delineation field survey will be an off-site/Level 1 delineation and will identify boundaries of aquatic resources, delineate wetlands, evaluate the effects on future development, and identify mitigation strategies. Environmental concerns may include potential impacts to wetlands, residential, farmland, floodplains, rare species, etc. Not all impact categories identified through the National Environmental Policy Act (NEPA) will be evaluated. However, if development of a facility has the potential to impact one of these categories, then the general potential impacts to that category will be discussed. Noise analysis is not included in this proposal.

Consultant will summarize all information and complete a Categorical Exclusion (CATEX) waiver document for the project. Consultant will conduct a site visit and contact various local, state, and federal agencies which may have jurisdiction in the proposed development. The format for this document will follow the procedures set forth in Federal Aviation Administration (FAA) Order 5050B. Copies of the final document will be distributed to the FAA for review and finding.

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1.5 Topographical Survey

Consultant shall establish survey control for the design survey utilizing existing established control points adjacent to the airport. Kandiyohi coordinates shall be utilized for the survey. Survey work will include all utilities, pavement center, edges, and intermediate shots, ground shots, lights, signs, drainage structures, and buildings. It is anticipated survey field work will require two (2) trips to the airport. Consultant shall convert the survey data in CAD format for use in design.

1.6 Engineer's Design Report (EDR)

Consultant shall prepare the Engineer's Design Report in accordance with FAA guidance. An initial draft of the EDR will be completed and submitted to FAA for review. Comments provided by the FAA will be addressed and resubmitted as the final EDR. The EDR will detail the following topics:

- Project Scope
- Preliminary Site Photographs
- Applicable AIP and Design Standards
- Airport Operational Safety
- Pavement Design
- Drainage Design
- Airfield Lighting and Signage
- Navigational Aids
- Pavement Markings
- Environmental Considerations
- Existing Utilities
- Miscellaneous Work Items
- Life Cycle Cos Analysis
- Modification of AIP Standards
- AIP Non-eligible Work Items
- DBE Participation
- Project Schedule
- Preliminary Cost Estimate
- Preliminary Project Budget

1.7 Construction Safety and Phasing Plan (CSPP)

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing Plan (CSPP), through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

1.8 Prepare Preliminary Plans, Specifications, and Cost Estimate

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project.

Preliminary plans will include design services for site preparation, civil site work, erosion control, stormwater management, and lighting system replacement.

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets

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necessary to carry-out the construction of the proposed project and expected to include the following:

- Title Sheet
- Construction Safety and Phasing Plan
- Statement of Estimated Quantities
- Storm Water Pollution Prevention Plan (SWPPP)
- Erosion Control Plan
- Demolition Plan
- Typical Sections
- Plan and Profile
- Cross Sections
- Lighting Design
- Lighting Details

Consultant will assemble the technical specifications necessary for the intended work. Standard FAA and MnDOT specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by FAA or MnDOT specifications. Consultant will assemble preliminary contract documents including instruction to bidders, proposal, equal opportunity clauses, construction clauses, construction contract agreement, performance bond, payment bond, bid bond, State Requirements, Federal Requirements, bid schedule, wage rates, and general provisions.

Consultant shall prepare preliminary construction cost estimate.

1.9 Final Plans, Specifications, and Cost Estimate

Consultant shall submit 90% plans, specifications, and cost estimate to the Sponsor for review. One (1) virtual design review meeting will be held to review the bidding documents and discuss Sponsor comments.

A final set of plans, specifications, and cost estimate will be prepared which incorporates revisions, modifications, and corrections determined during the Sponsors review.

1.10 FAA Final Plans and Specifications Review

Per FAA policy, Consultant shall submit the final draft plans and specifications to FAA for review. Consultant will review and address all FAA comments on the plans and specifications for preparation of the final bidding documents.

1.11 Prepare Final Bidding Documents

Consultant shall prepare, reproduce, and distribute 10 sets of bidding documents for the project. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). The Consultant shall keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

Required advertisement dates, and bidding dates will be established. Consultant will submit a copy to the Sponsor for distribution to local and selected publications of the project. The

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Sponsor shall pay for the associated cost of advertising.

1.12 Pre-Bid and Bid Opening

No pre-bid meeting will be scheduled for this project.

Consultant shall attend the virtual bid opening and process the bidding proposals.

1.13 Bid Assistance, Review, and Award

During the bidding process, Consultant will be available to clarify bidding questions with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project. Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required. Addenda will be made available to the plan holders through Quest CDN. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and Consultant shall be reimbursed for this effort as an amendment to this contract.

Consultant shall advise the Sponsor as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. Consultant will then provide recommendations to the Sponsor as to the name of the apparent low bidder.

Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids submitted. If rejection is recommended, Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made, Consultant will distribute the bid tabulations on request of the Sponsor.

1.14 Prepare Grant Application

Consultant shall prepare the Federal Grant Application after project design has been completed and the bids accepted. Consultant shall submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, Consultant will forward copies to the FAA for further processing.

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TASK 2: AIG - RUNWAY 13/13 NAVAIDS, BEACON, WINDCONE DESIGN & BID ADMINISTRATION:

2.1 Topographical Survey

Consultant shall establish survey control for the design survey utilizing existing established control points adjacent to the airport. Kandiyohi coordinates shall be utilized for the survey. Survey work will include all utilities, pavement center, edges, and intermediate shots, ground shots, lights, signs, drainage structures, and buildings. It is anticipated survey field work will require two (2) trips to the airport. Consultant shall convert the survey data in CAD format for use in design.

2.2 Prepare Preliminary Plans, Specifications, and Cost Estimate

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry out the construction of the proposed project.

Preliminary plans will include design services for site preparation, civil site work, erosion control, stormwater management, and lighting system replacement.

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project and expected to include the following:

- Title Sheet
- Construction Safety and Phasing Plan
- Statement of Estimated Quantities
- Storm Water Pollution Prevention Plan (SWPPP)
- Erosion Control Plan
- Demolition Plan
- Typical Sections
- Plan and Profile
- Cross Sections
- Lighting Design
- Lighting Details

Consultant will assemble the technical specifications necessary for the intended work. Standard FAA and MnDOT specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by FAA or MnDOT specifications. Consultant will assemble preliminary contract documents including instruction to bidders, proposal, equal opportunity clauses, construction clauses, construction contract agreement, performance bond, payment bond, bid bond, State Requirements, Federal Requirements, bid schedule, wage rates, and general provisions.

Consultant shall prepare preliminary construction cost estimate.

2.3 Final Plans, Specifications, and Cost Estimate

Consultant shall submit 90% plans, specifications, and cost estimate to the Sponsor for review. One (1) virtual design review meeting will be held to review the bidding documents and discuss Sponsor comments.

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A final set of plans, specifications, and cost estimate will be prepared which incorporates revisions, modifications, and corrections determined during the Sponsors review.

2.4 FAA Final Plans and Specifications Review

Per FAA policy, Consultant shall submit the final draft plans and specifications to FAA for review. Consultant will review and address all FAA comments on the plans and specifications for preparation of the final bidding documents.

2.5 Bid Assistance, Review, and Award

During the bidding process, Consultant will be available to clarify bidding questions with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project. Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required. Addenda will be made available to the plan holders through Quest CDN. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and Consultant shall be reimbursed for this effort as an amendment to this contract.

Consultant shall advise the Sponsor as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. Consultant will then provide recommendations to the Sponsor as to the name of the apparent low bidder.

Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids submitted. If rejection is recommended, Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made, Consultant will distribute the bid tabulations on request of the Sponsor.

2.6 Prepare Grant Application

Consultant shall prepare the Federal Grant Application after project design has been completed and the bids accepted. Consultant shall submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, Consultant will forward copies to the FAA for further processing.

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CONSIDERATION:

The services described above in this proposal shall be completed on a LUMP SUM basis as follows:

- Task 1 AIP Funded Runway 13/31 Edge Lighting System $ 115,000.00
- Task 2 AIG Funded Runway 13/31 NAVAID System $ 50,000.00
- **TOTAL** **$ 165,000.00**

The anticipated funding participation is as follows:

- Federal (95%): $ 156,750.00
- State (2.5%): $ 4,125.00
- Local (2.5%): $ 4,125.00

SCHEDULE:

We anticipate the work can be performed according to the following schedule.

- Design: October 2024 – April 2025
- Bid Letting: May 2025
- Construction: September – November 2025

Bolton & Menk, Inc. puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. If you find this proposal acceptable, please return a signed and dated copy our proposal.

Sincerely,

Bolton & Menk, Inc.

Silas Parmar, P.E.
Aviation Project Manager

****

Authorization and acceptance of this letter proposal.

City of Willmar, Minnesota

_____ _____

Mr. Doug Reese Date
Mayor

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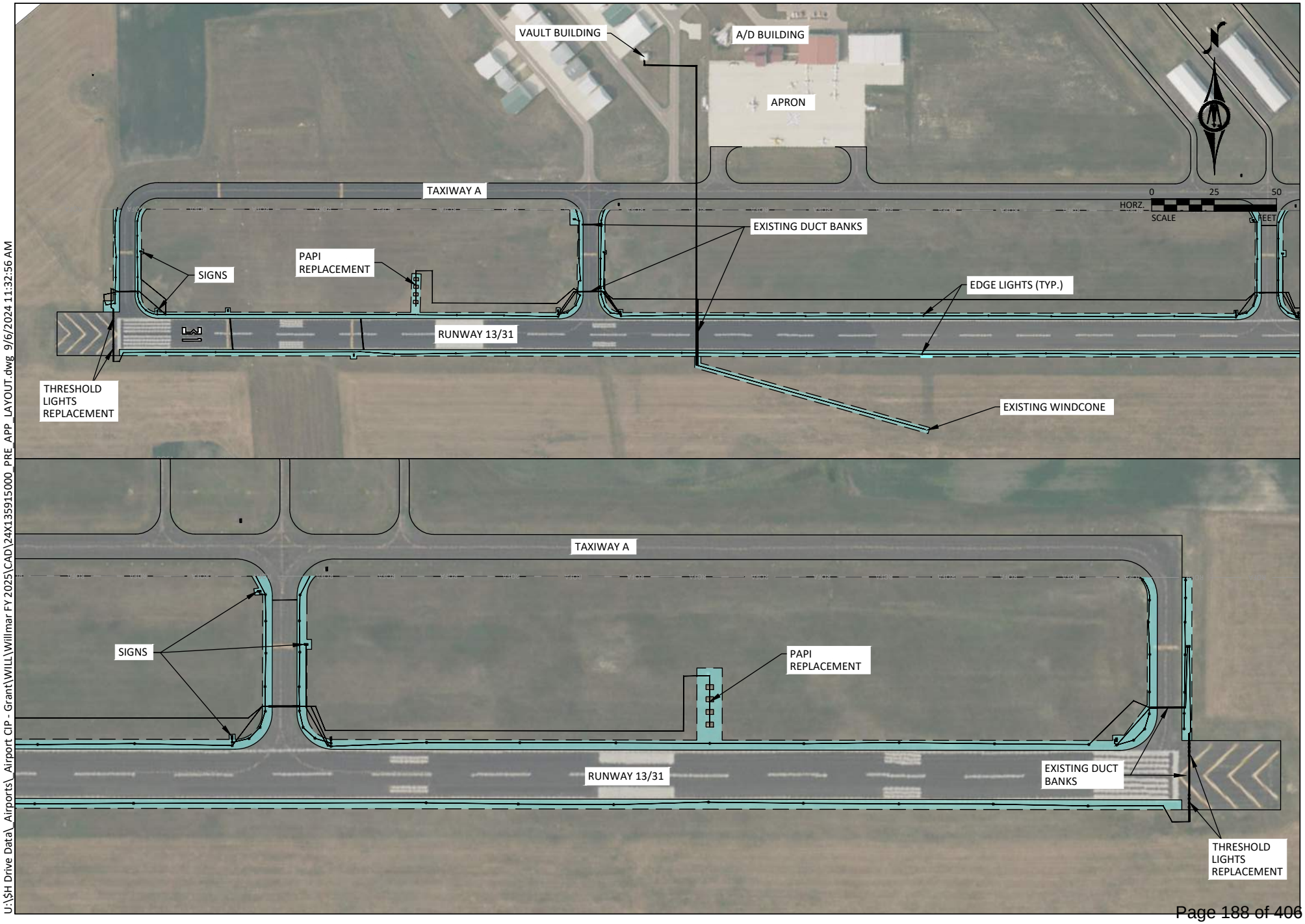
PROJECT FEE ESTIMATE

CLIENT:	City of Willmar, MN	DATE:	9/24/2024
PROJECT:	Willmar Municipal Airport (BDH) - Runway 13/31 Edge Lighting & NAVAIDS Replacement Project	PREPARED BY:	SP

Task	Task Description	Estimated Person Hours Required						Totals
		Senior Eng.	Project Eng.	Grad. Eng.	Surveyor	Elec. Eng. - BARR	Admin.	
1	**AIP: Rwy Edge Lighting Design & Bid Admin.**							
1.1	Project Scoping	8	8	0	0	4	4	24
1.2	Project Meetings	16	16	0	0	8	4	44
1.3	Prepare DBE Program Update	4	8	0	0	0	16	28
1.4	Environmental Documentation	4	8	16	0	0	4	32
1.5	Topographical Survey	2	4	8	24	0	0	38
1.6	Engineer's Design Report	8	24	40	0	8	8	88
1.7	Construction Safety and Phasing Plan (CSPP)	4	8	16	0	0	0	28
1.8	Prepare Prelim. Plans, Specs., and Cost Est.	24	80	120	0	50	20	294
1.9	Prepare Final Plans, Specs., and Cost Est.	12	40	60	0	30	6	148
1.10	FAA Final Plans and Specs. Review	4	8	8	0	4	1	25
1.11	Prepare Final Bidding Documents	2	4	0	0	0	4	10
1.12	Pre-Bid and Bid Opening	2	4	0	0	0	2	8
1.13	Bid Assistance, Review, and Award	4	8	0	0	0	4	16
1.14	Prepare Grant Application	4	4	0	0	0	4	12
	Total Person Hours	**98**	**224**	**268**	**24**	**104**	**77**	**795**
	Direct Labor Rate	$60.00	$40.00	$30.00	$45.00	$45.00	$27.00	
	Total Direct Labor Cost	$5,880.00	$8,960.00	$8,040.00	$1,080.00	$4,680.00	$2,079.00	$30,719.00
	Overhead Rate 2.257	$13,271.16	$20,222.72	$18,146.28	$2,437.56	$10,562.76	$4,692.30	$69,332.78
	Subtotal Labor Cost							**$100,051.78**
	Direct Expenses							
	Total Expenses							**$0.00**
	Fixed Fee 15% x Subtotal Labor Cost							$15,007.77
	Total Task 1							**$115,060.00**

Task	Task Description	Estimated Person Hours Required						Totals
		Sr. Eng.	Sr. Eng.	Grad. Eng.	Surveyor	Elec. Eng. - BARR	Admin.	
2	**AIG: NAVAIDS, Windcone, Beacon Design & Bid Admin.**							
2.1	Topographical Survey	2	4	8	20	0	0	34
2.2	Prepare Prelim. Plans, Specs., and Cost Est.	20	40	40	0	40	20	160
2.3	Prepare Final Plans, Specs., and Cost Est.	10	20	20	0	20	10	80
2.4	FAA Final Plans and Specs. Review	4	8	8	0	4	4	28
2.5	Bid Assistance, Review, and Award	4	8	0	0	0	8	20
2.6	Prepare Grant Application	4	4	0	0	0	6	14
	Total Person Hours	**44**	**84**	**76**	**20**	**64**	**48**	**336**
	Direct Labor Rate	$60.00	$40.00	$30.00	$45.00	$45.00	$27.00	
	Total Direct Labor Cost	$2,640.00	$3,360.00	$2,280.00	$900.00	$2,880.00	$1,296.00	$13,356.00
	Overhead Rate 2.257	$5,958.48	$7,583.52	$5,145.96	$2,031.30	$6,500.16	$2,925.07	$30,144.49
	Subtotal Labor Cost							**$43,500.49**
	Direct Expenses							
	Total Expenses							**$0.00**
	Fixed Fee 15% x Subtotal Labor Cost							$6,525.07
	Total Task 2							**$50,026.00**
	Total Project Fee							**$165,086.00**



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City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	11.C.
Agenda Section:	Regular Business	**Originating Department:**	Planning and Development
Resolution:	No	**Prepared By:**	Chris Frank, City Planner
Ordinance:	No	**Presented By:**	Chris Frank, City Planner
Item:	Safe Streets for All (SS4A) Project Update		

RECOMMENDED ACTION:
No Action(s) Requested

OVERVIEW:
Chris Frank, City Planner, will provide an update to the Safe Street For All (SS4A).

BUDGETARY/FISCAL ISSUES:
Federal Grant

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. PPT_City Council-01_2024-10-07

WILLMAR

INC· 1901

MINNESOTA'S CROSSROADS

MINNESOTA

Presented by: Chris Frank, City Planner

Monday, October 7, 2024

City Council

Agenda

1. Project Overview
    1. Community Engagement
    2. Existing Conditions (safety/equity analyses)
    3. Leadership Commitment
2. Next Steps

Project Overview

What is Safe Streets for All (SS4A)?

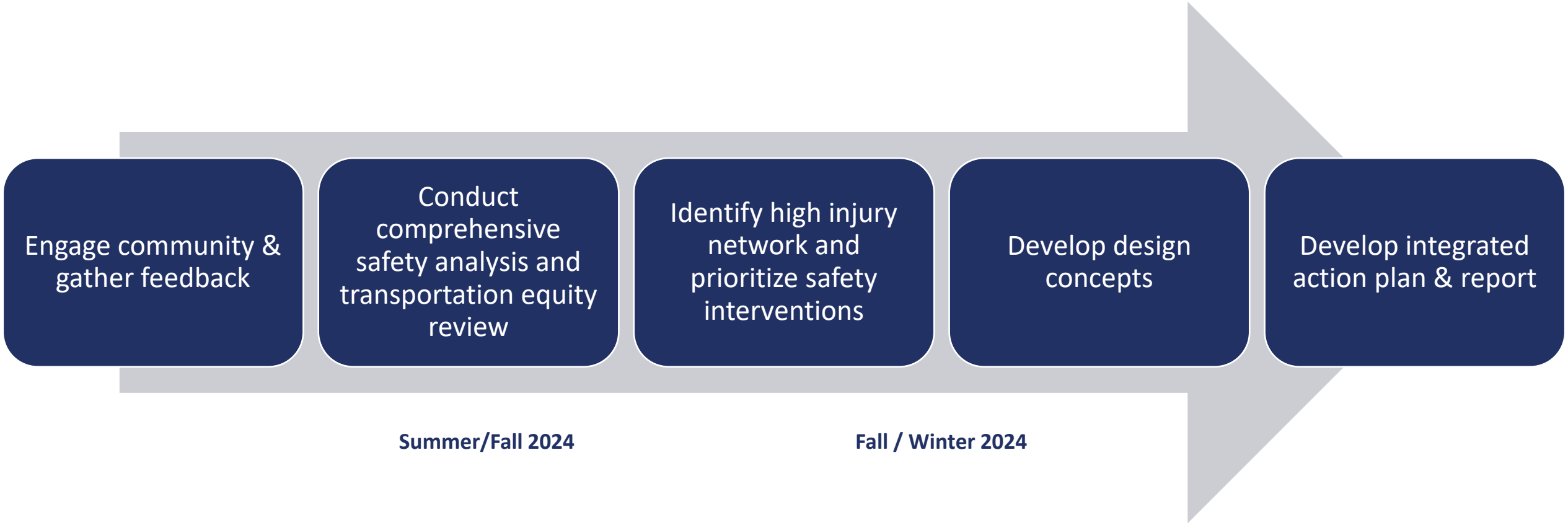
- Provides **federal funding support** for planning, infrastructure, behavior, and operational initiatives **to prevent death and serious injury on roads and streets** involving all roadway users based on the Safe Systems Approach.
- Support the development of **comprehensive safety action plans** that identify the most significant roadway safety concerns in a community.

Willmar Safety Action Plan Overview

Overarching goal: Create safer streets for all road users and minimize the risk of life-altering crashes

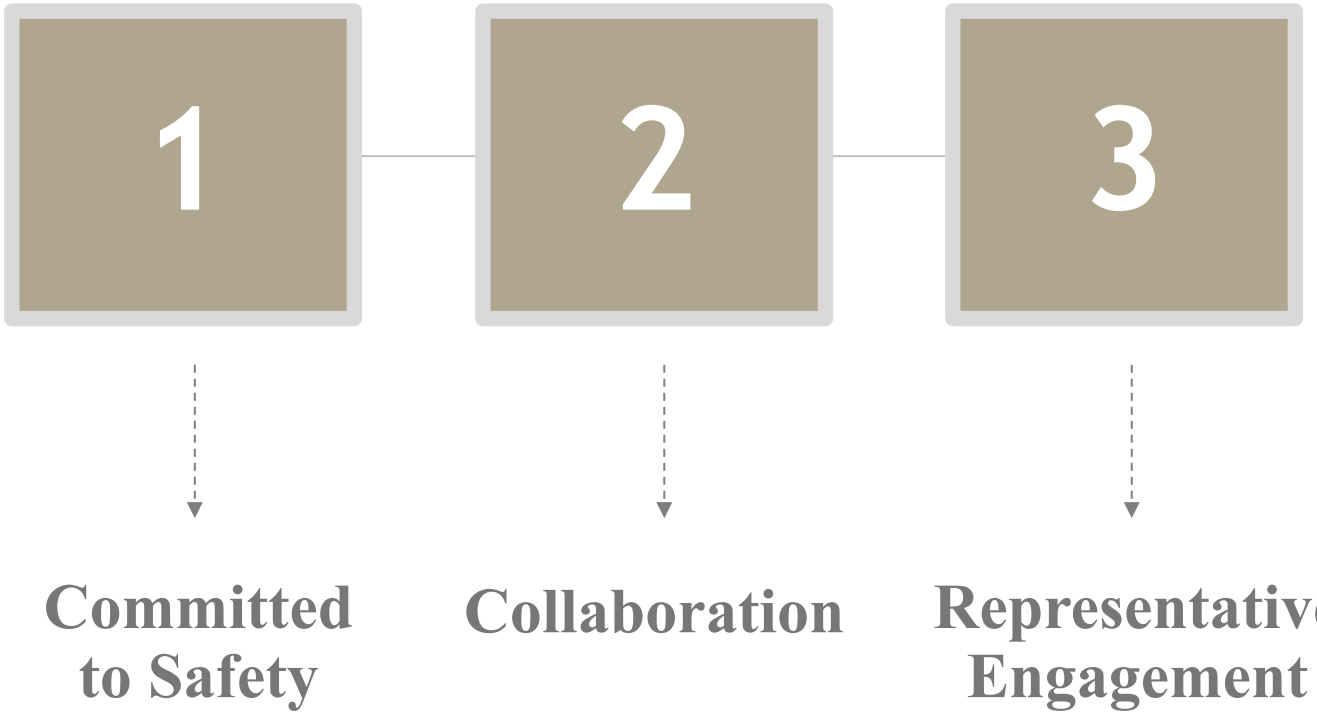
- City received grant from Federal Highway Administration (FHWA) in February 2023
- Released RFP in January 2024
- Bolton & Menk began work in May 2024
- Safety Action Plan: Anticipated adoption in December 2024

Project Scope & Process



Community Engagement

Key Messages



Activities

- Interactive Comment Map
- Surveys
- Community Pop-Ups
- Overlapping Jurisdictions Conversation
- Focus Groups
- Open Houses

Communication Tools

www.WillmarSS4A.com

Phase 1 Summary

Estimated Reach:

682 Interactions

- **Survey** – 261 responses
- **INPUTiD** – 35 comments
- **Pop-ups** – 190 interactions at Willmar Fests, Rockin' Robbins, Comp Plan Workshop, Kandiyohi County Fair
- **Focus Groups** – 70 people with AIM and UCAP
- **Social Media Post** – 126 comments

Phase 1 Summary

Survey respondents use bikes and public transit the least.

Survey respondents agree or strongly agree they feel safe when using their preferred transportation modes.

Top safety concern locations:

- Uptown Mall
- East Highway 12
- 1st Street
- County Road 5

Top general safety concerns:

- On road biking facilities
- Train crossings
- Uncontrolled intersections*
- Lack of sidewalks
- Lack of audible crosswalk guides*

**Top concerns for underrepresented populations*

Engagement Next Steps

- Phase 2 beginning in October
  - Zero Hour at Willmar High School
  - Peachjar with Willmar Public Schools
  - AIM Annual Meeting
  - Cross-jurisdictional coordination

*In development of one additional focus group and one additional pop-up

Demographic Gaps

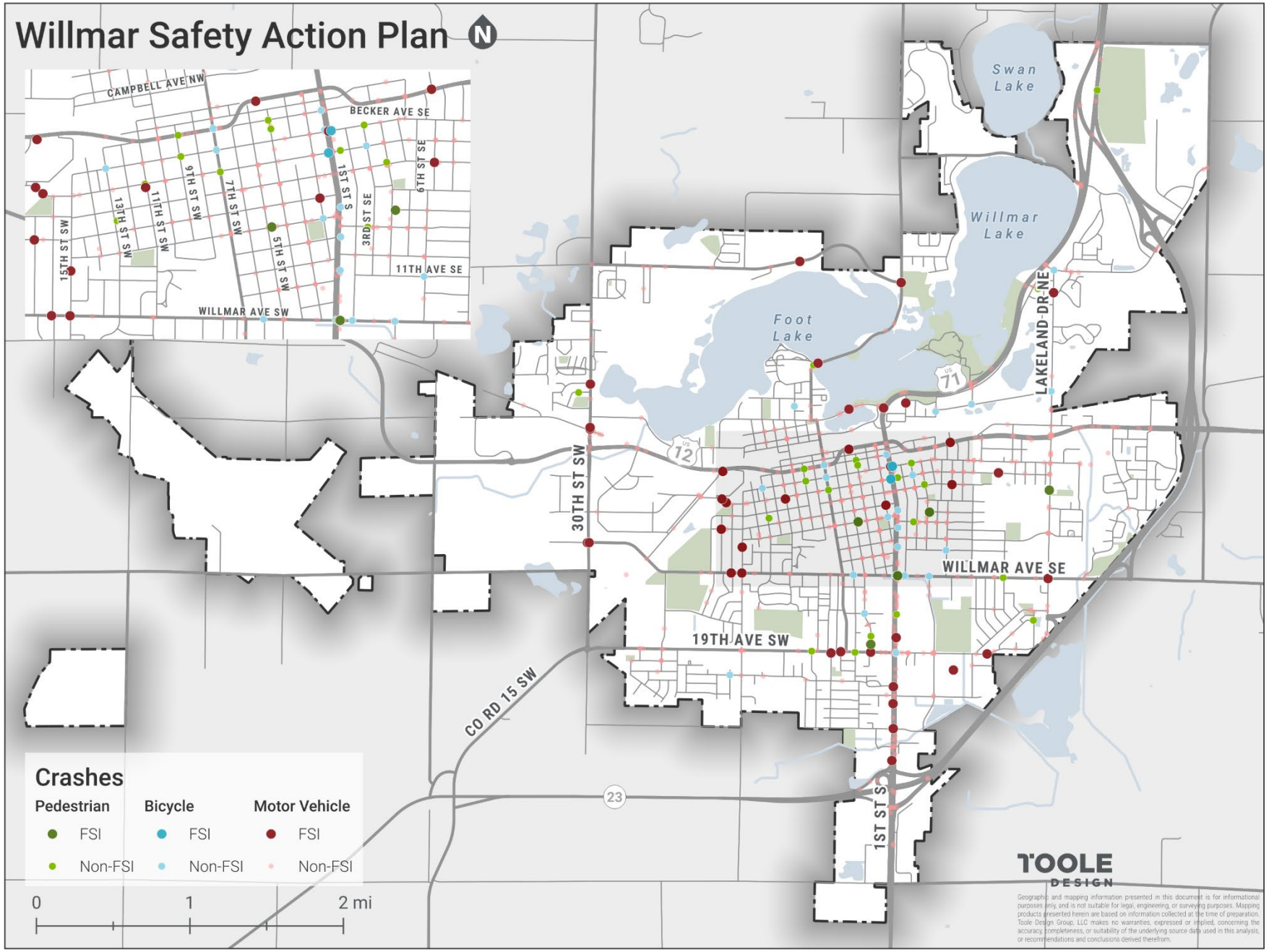
- Non-White residents (especially Black or African American)
- People under 25 years old, over 75 years old
- Households that make less than $35,000 annually

Existing Conditions

High-Injury Network (HIN)

Methodology

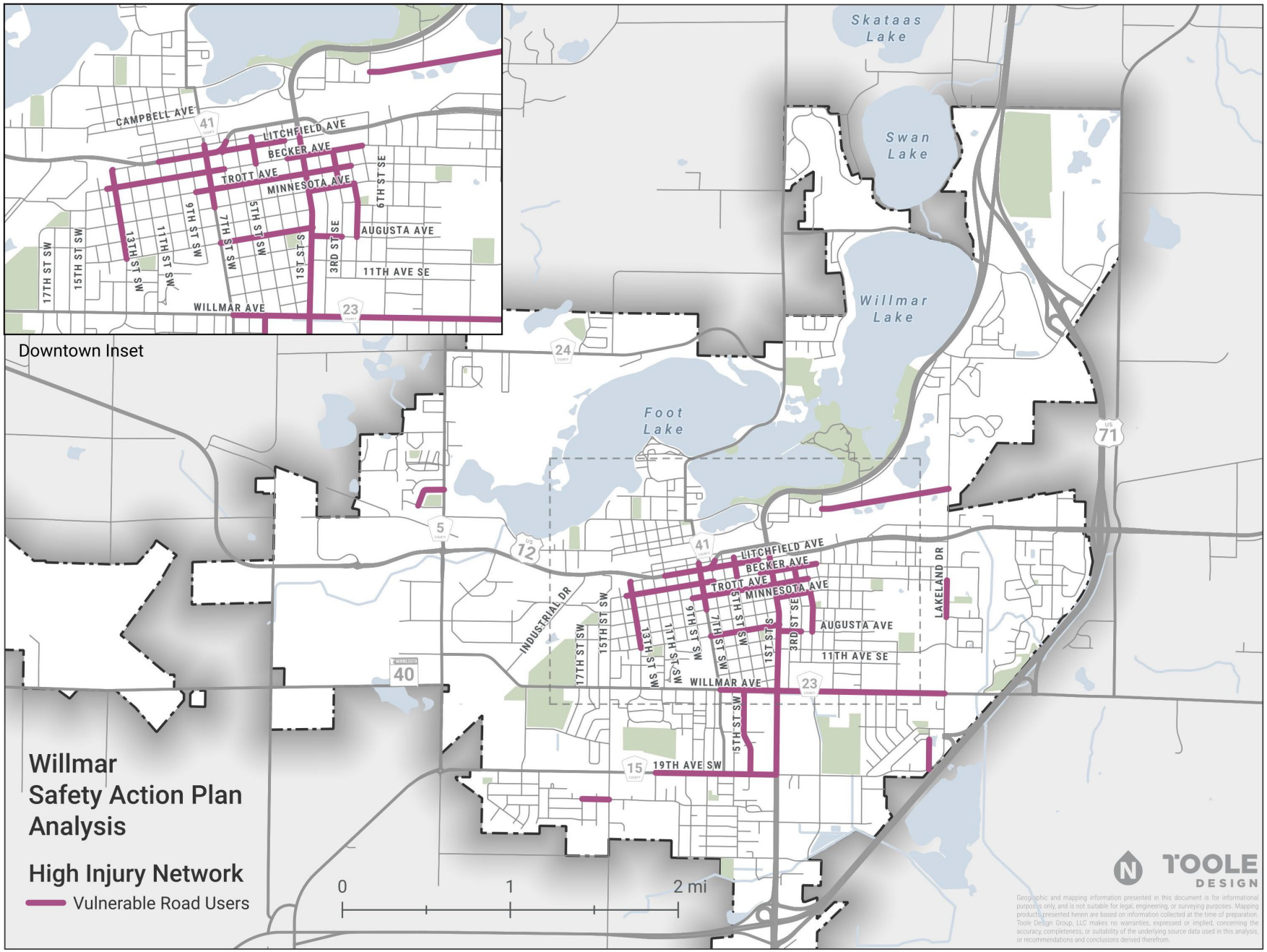
- Vehicle-only
  - All fatal/serious injury along with a majority of non-fatal/serious injury crashes
  - All roadways with multiple crashes along the corridor
- Vulnerable Road Users
  - All fatal/serious injury and non-fatal/serious injury crashes



Existing Injury Crashes

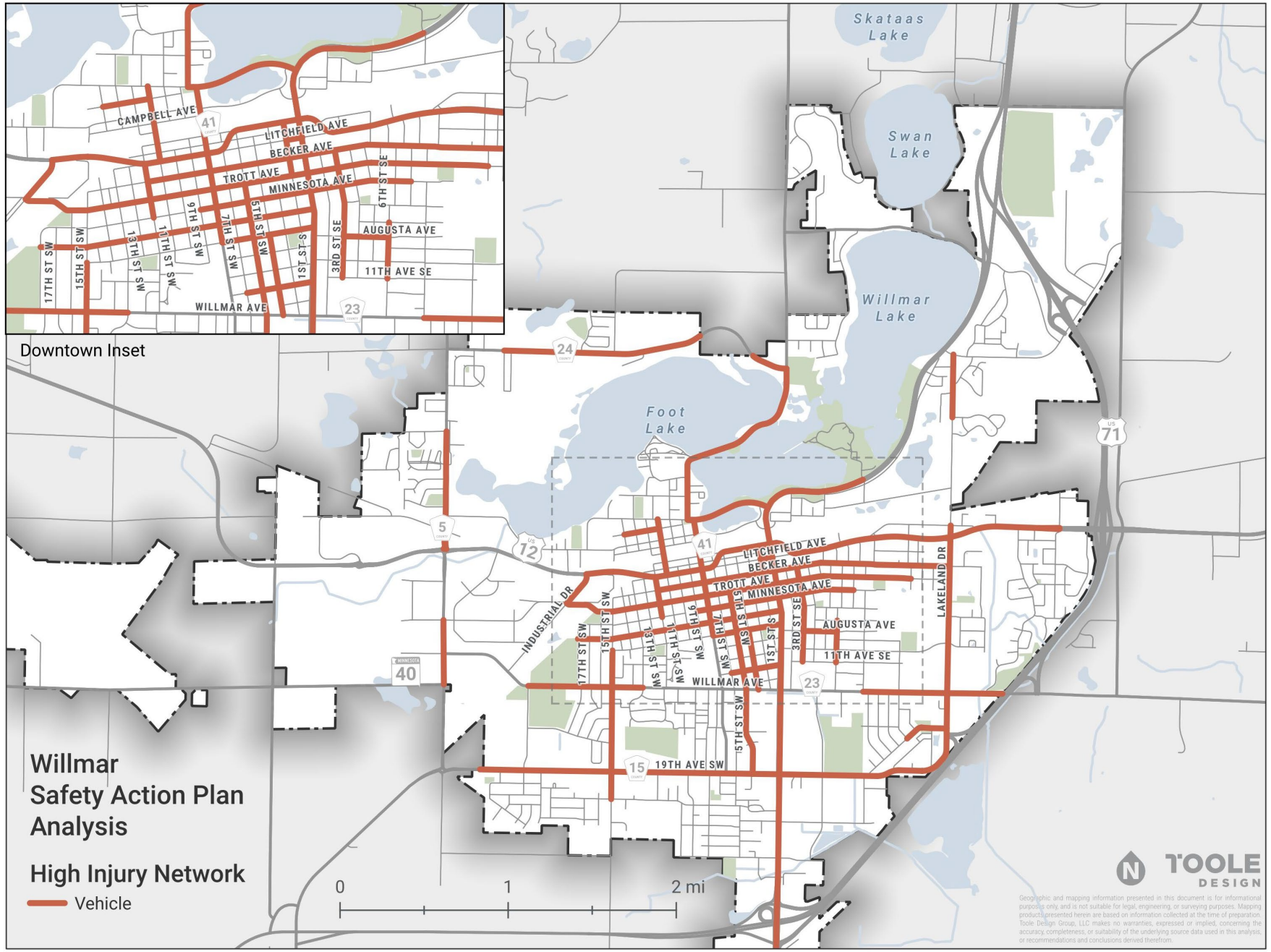
2014-2023

WILLMAR



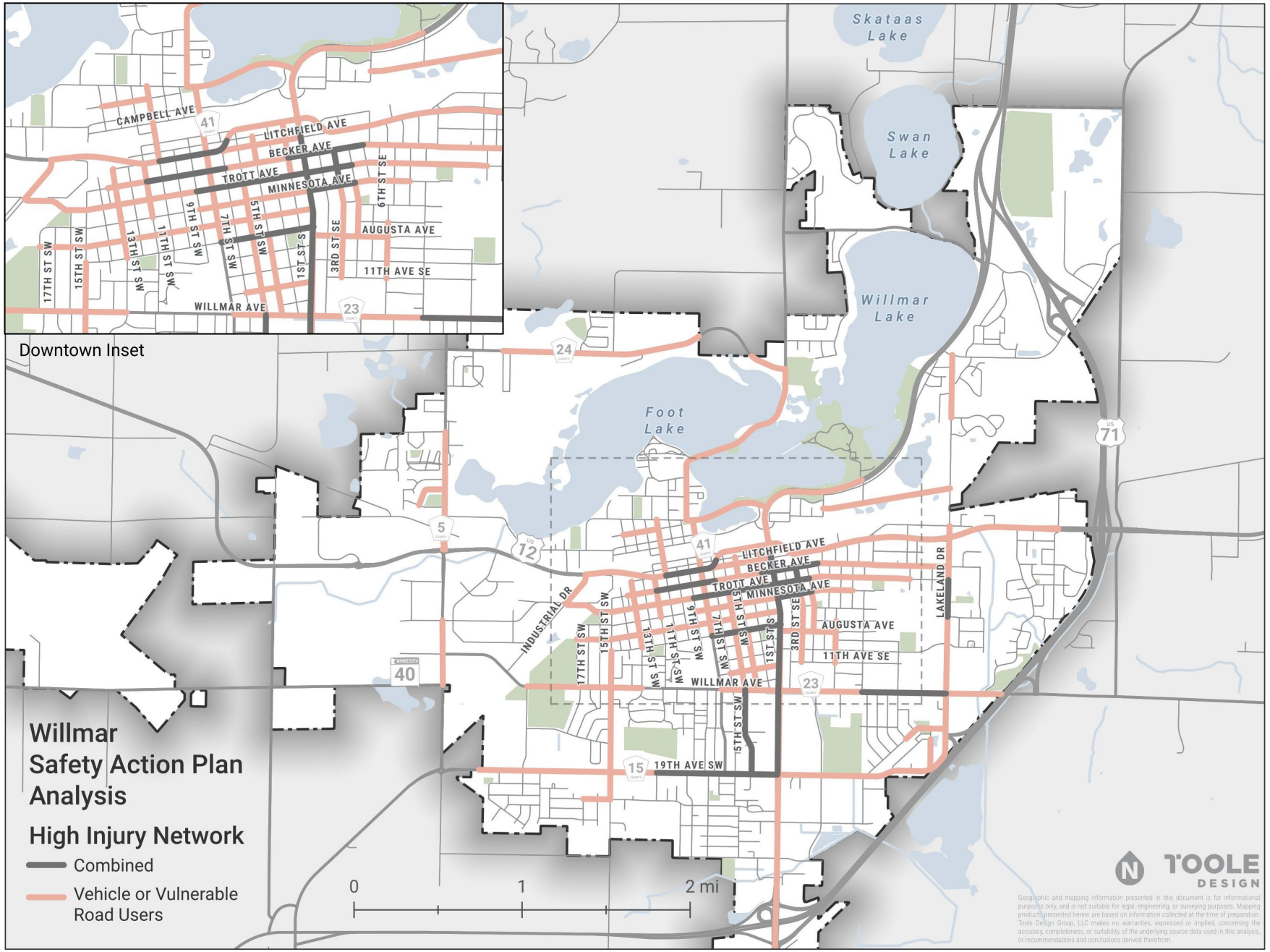
High-Injury Network (HIN)

Vulnerable Road Users
(6.4% of Total Mileage)



High-Injury Network (HIN)

Vehicle-Only
(20% of Total Mileage)



High-Injury Network (HIN)

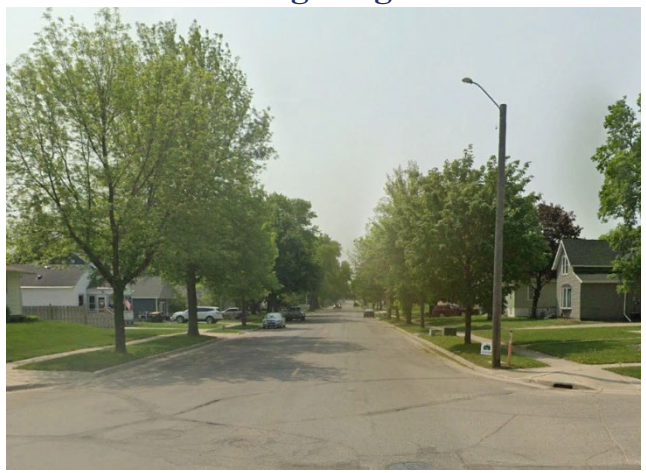
Vulnerable Road Users + Vehicle-Only

Potential Risk Factors

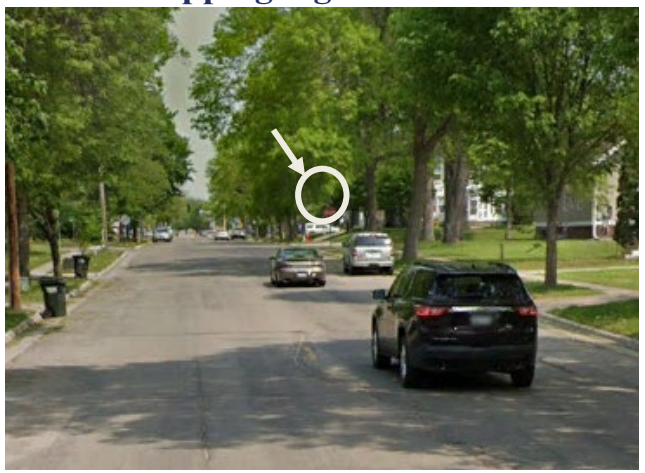
Railroad Crossings

Roadway Width/Crossing Distance

Lighting



Stopping Sight Distance



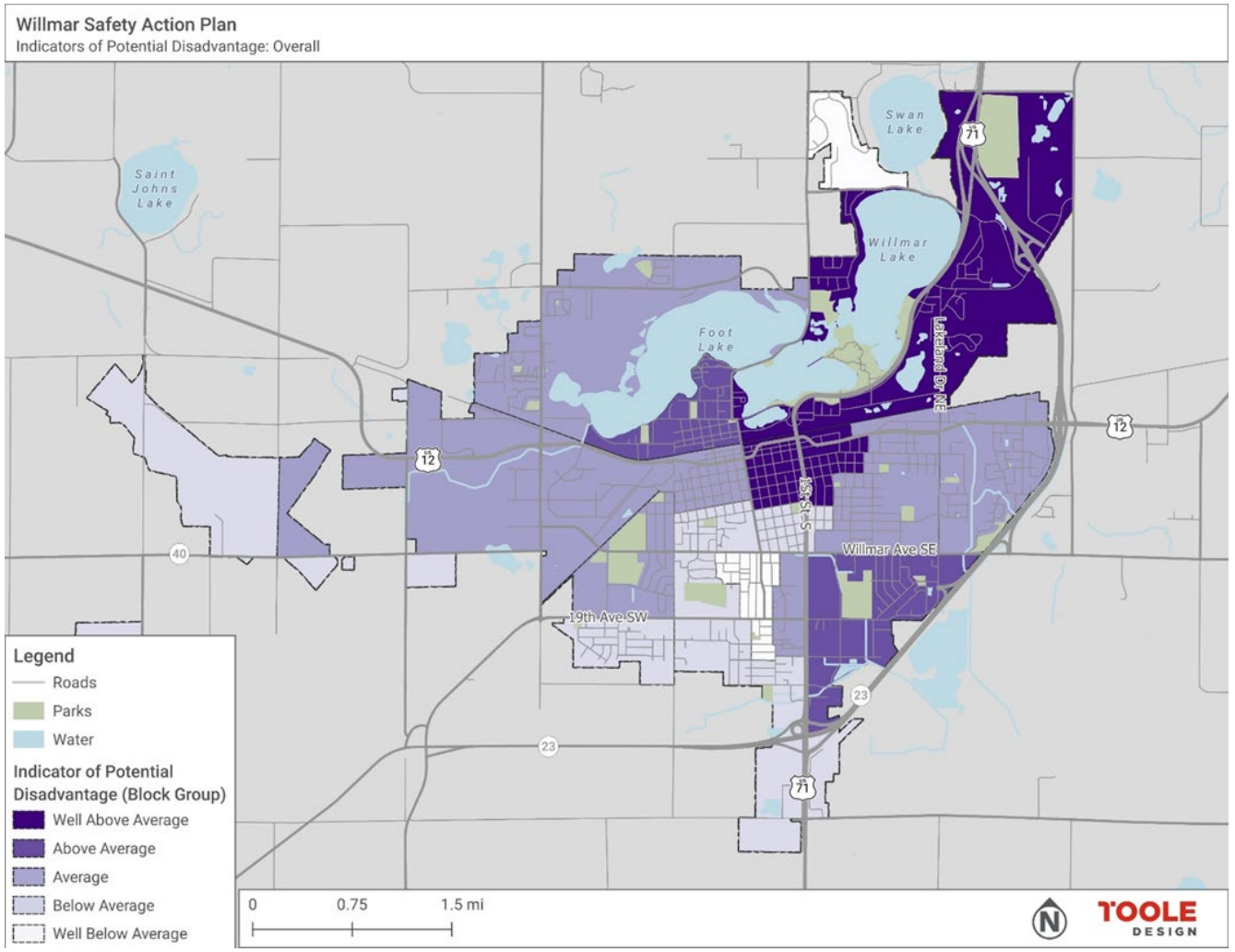
Intersection Sight Distance

Driveway & Intersection Spacing/Quantity

Transportation Equity Review

Transportation Equity Review

- Analysis based on Census blocks
- Indicators of Potential Disadvantage
  - People of color, including Hispanic or Latino people
  - Households in poverty
  - Cost-burdened households
  - Unemployed population
  - Limited English Proficiency (LEP)
  - Older adults 65+ years of age
  - Youth under 18 years of age
  - Carless households
  - Households with disabilities
  - People without a high school diploma



Leadership Commitment

Leadership Commitment

- An official public commitment (e.g., resolution, policy, ordinance) by a high-ranking official and/or governing body (e.g., mayor, city council) to an eventual goal of zero roadway fatalities and serious injuries.
- Must include a goal and timeline through one, or both, of the following:
    1. The target date for achieving zero roadway fatalities and serious injuries, or
    2. An ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries

Leadership Commitment Examples

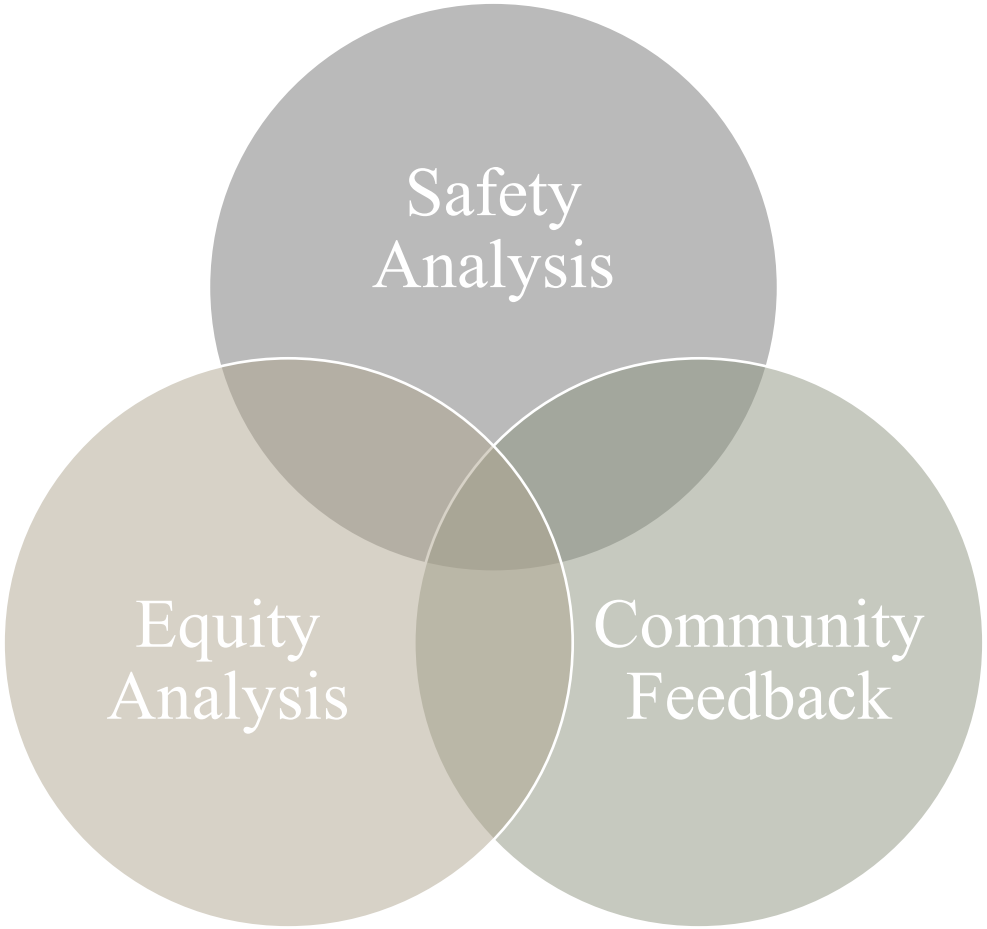
- **Saint Paul, MN**
  - City Council Resolution: "…commits to a goal of zero traffic deaths and serious injuries on all surface streets in Saint Paul by 2045, with an interim goal of 50 percent reduction in fatal and serious injuries within ten years;"

- **Red Wing, MN**
  - City Council Resolution: "…achieve zero traffic deaths and serious injuries on Red Wing streets by 2040"

Next Steps

Implementation Matrix

- Establish core goal areas and strategies
- Develop data-driven hierarchy of project prioritization
- Identify applicable safety strategies for priority issues
- Outline a feasible and fundable plan for implementation



Final Plan

- Adoption in December with submittal to FHWA in January 2025

Thank you!

Christopher Frank
cfrank@willmarmn.gov

WILLMAR

BOLTON & MENK

Real People. Real Solutions.

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	11.D.
Agenda Section:	Regular Business	**Originating Department:**	Recreation
Resolution:	Yes	**Prepared By:**	Rob Baumgarn, Recreation Director
Ordinance:	No	**Presented By:**	Rob Baumgarn, Recreation Director
Item:	DNR Trailhead Grant-Restroom and Shelter Project		

RECOMMENDED ACTION:
To adopt a resolution approving the purchase of a Greenflush Restroom for $165,229 for the DNR Trailhead Project.

To adopt a resolution approving the purchase of a Poligon Shelter with installation for $61,975 for the DNR Trailhead Project.

OVERVIEW:

In 2023, the City of Willmar was awarded $187,500 from the MN DNR Regional Trail Grant program to construct a restroom and shelter at the Civic Center Trailhead. The City of Willmar's commitment to the grant is $62,500, for a total budget of $250,000. Staff and members of the Willmar Bike group looked at several options for the project. It was determined that the Green Flush Restroom design was the best option for the project.

The Green Flush Restroom is a prefabricated restroom that provides all the features of a standard restroom when utilities are unavailable. Green Flush Restrooms is a one-of-kind facility that stores flush water and wastewater in a self-contained solar-powered unit. Green Flush Restroom is part of the Buy Board National Cooperative Purchasing Agreement, of which the City of Willmar is a member. The cost of the restrooms with installation is $165,229.

Bolton and Menk have reviewed the project to ensure that it fits into the master parking lot plan for the Civic Center, and the City Planning Department has also reviewed and approved the plans for the project. If approved, the project will start in early May 2025. The grant deadline is June 30th, 2025.

BUDGETARY/FISCAL ISSUES:

MN DNR Regional Trail Grant	$187,500
City of Willmar Match- 2022 CIP	$62,500
Total	$250,000

GreenFlush Restroom Aspen Model	$165,229
Poligon Shelter	$61,975
Concrete allowance	$16,000
Total	**$242,204**

ALTERNATIVES TO CONSIDER:
Change the design of the restroom or shelter.

ATTACHMENTS:
1. Resolution for DNR Trailhead Project
2. Green Flush Restroom Quote
3. Green Flush Technologies Standard Terms and Conditions for Willmar Minnesota
4. Green Flush Restroom Overview
5. Quote - Willmar Park Shelter NSL 20x24
6. Photo of Poligon Shelter
7. Estimate for Concrete
8. Overview of Civic Center Parking Lot
9. Trailhead/Parking/Trail Concept Plan

RESOLUTION NO. ____

RESOLUTION APPROVING THE DNR TRAILHEAD GRANT-RESTROOM AND SHELTER PROJECT

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 Greenflush restroom for $165,229, for the DNR Trailhead project.

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving the purchase of a Poligon Shelter with installation for $61,975, for the DNR Trailhead Project.

Dated this 7th day of October 2024

_____
Douglas E. Reese, Mayor

Attest:

_____
CITY CLERK

GREEN FLUSH
RESTROOMS

Quote #WM02

Prefabricated Restroom for Willmar Parks & Recreation

09/18/2024

Quote Description

Per Quote #50997-8 by Whitley Manufacturing

Green Flush's Aspen model frame constructed and delivered to Willmar, Minnesota. The restroom comes with a 135 gallon plastic potable water tank and partitioned concrete vault with capacity for 1090 gallons of flush water and 1290 gallons of waste water. Exterior walls are finished with lap siding with block veneer wainscot. Interior cabin walls are finished with FRP above 4' tile wainscot. Also includes copper penny metal roofing and covered porch, solar panel with 120V converter, concrete floor with floor drain in cabin, ERV ventilation system, hand dryer, glass block windows, baby changing table, interior and exterior lights, water heater, flush water and waste water level indicators, porcelain fixtures (toilet, urinal, and sink), occupancy indicator, and hollow metal doors.

Green Flush will rent the crane needed to install the restroom and will send a staff member to provide technical support during the installation.

Item	Price
Restroom building as described	$165,169.00
Wood looking tile floor instead of concrete floor finish	$3,724.00
Change CMU veneer to "County Materials High Burnished Twilight" (similar color to Shadow 302) and "Precast Specialties" precast sill	-$1,995.00

Subtotal	**$166,898.00**
1% Discount for Direct Procurement	**-$1,669.00**
Total	**$165,229.00**

Site work and sales tax are not included.
Pricing is guaranteed through 10/08/2024.
Price includes all required modular building permits, but not site specific permits such as a building permit.
This quote is based on Green Flush's Standard Terms and Conditions (see separate attachment). The payment terms are listed below.
Pricing is based upon current Statewide codes. Exceptions or additions to the State Codes by any local jurisdiction are not addressed in the pricing. Any code revisions to the current Statewide codes or adoption of new code standards that may necessitate changes to the specifications or drawings may be the subject of a change order and price change.

Delivery

The restroom will be delivered on a semi-truck to the installation site or as close as the semi-truck can get to the installation site.

Green Flush Restrooms purchases carbon offsets for all travel, shipping, and office energy.

Installation Site

2707 Arena Drive , Willmar MN 56201

Crane Rental

This quote is based on the crane having a 40' reach (center to center). There cannot be any hanging electrical wiring near the crane. Any trees or other obstructions will need to be addressed before the crane arrives on site. Any cost increases to Green Flush due to needing a longer than 40’ reach or obstructions will be passed on to the customer through a change order.

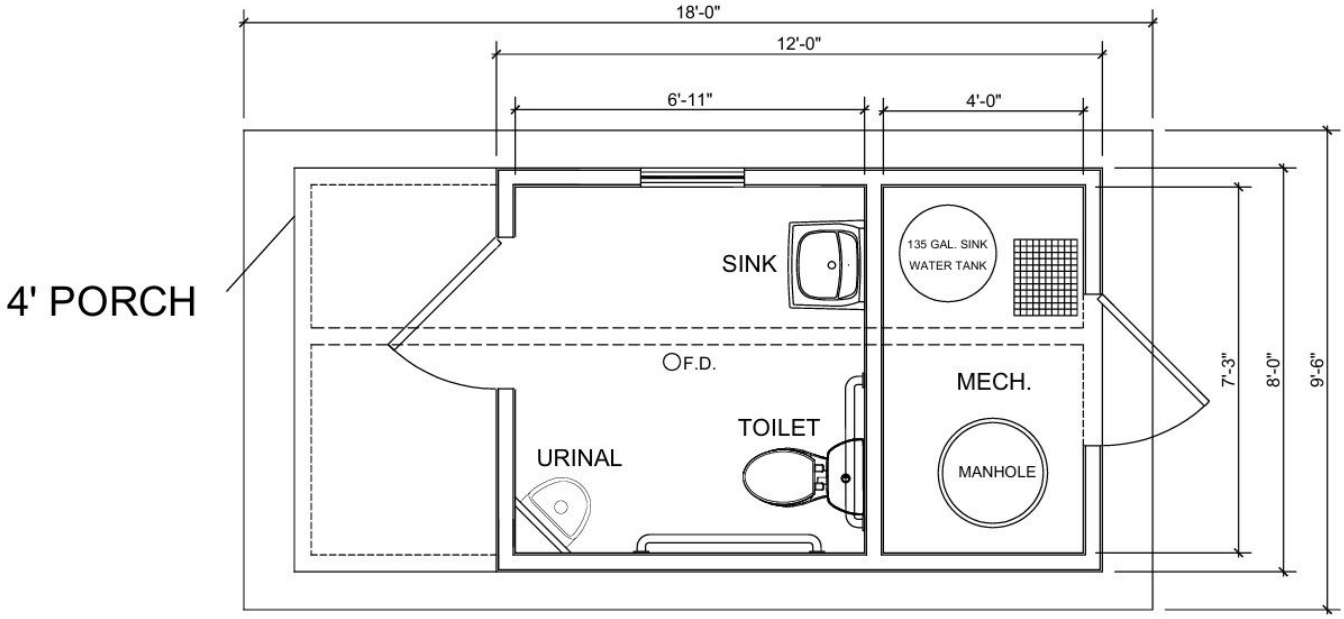
Warranty

All materials and equipment provided by Green Flush Restrooms will have a one year full warranty beginning on the date the customer is notified the restroom is ready to ship.

Customer Milestones

Due to the recent pandemic, natural disasters, and steel tariffs; material costs will need to be reviewed if the customer misses approval milestone dates agreed upon in a published schedule. Green Flush Restrooms reserves the right to revise and pass along price increases due to missed milestones.

Aspen Floor Plan and Sample Photo



This photo shows exterior finishes that do not match this quote

Restroom Specifications

WHITLEY
Manufacturing | Evergreen | East

201 W. First Street S. Whitley, IN 46787 Phone (260) 723-5131 Sales Fax (260) 723-6396 whitley@whitleyman.com
9/4/2024 10:00 AM

		9/3/2024 16:25
CUSTOMER:		***GREENFLUSH TECH. (WILLMAR, MN. PROJECT)***
SALESPERSON:		KEN EARLYWINE
ESTIMATOR:		LARRY HIGH
FACTORY:		IN
BUILDING:		12'X8'-0" BLDG. (ASPEN MODEL-16'X8' W/ PORCH UNISEX RESTROOM)
UNITS:		(1) 12'X8'-0" BLDG. PLUS PORCH & OVERHANG (18'-0"LX9'-6"W W/ OVERHANG)
CODE:		2018 IBC/ MN (NO ENERGY CODE COMPLIANCE)
STATE:		MN
QUOTE #		**50997-8**
FRAME:		
	TYPE:	PERIMETER
	MAIN BEAM:	C8"X18.75#/FT AROUND PERIMETER
	MISC.:	PRIME PAINT C-CHANNEL FRAME
	X-MEMBER:	NONE
	HITCH:	NONE
	AXLES:	NONE
	MISC:	(4) BOLT-ON LIFTING LUGS SET IN CONCRETE
	MISC:	(4) 1/2"X11"X16" STEEL COVER PLATES W/ 4-HOLES THAT ARE BOLTED TO LIFTING
		LUG PLATES AFTER THE LIFTING LUGS ARE REMOVED. THESE HANG DOWN
		OVER THE VAULT WALL FOR TIE DOWN TO RESIST LATERAL MOVEMENT.
FLOOR:		
	BTM BOARD:	NONE
	INSULATION:	NONE
	JOISTS:	NONE
	DECKING:	NONE
	MISC:	8" THICK 4000 PSI **LIGHT WEIGHT** CONCRETE FLOOR W/ #4 RE-BAR 6" O.C. THE
		LONG WAY AND 12" ON CENTER THE SHORT WAY.
	MISC.:	CONCRETE TO HAVE THE "PENETRON" ADMIXTURE SINCE NO COLOR
	MISC.:	CONCRETE IS TO HAVE 2-COATS "SILENCURE SRT" SEALER OVER A LIGHT BROOM
		FINISH THROUGHOUT.
	COVERING:	NONE (BRUSHED NATURAL CONCRETE FINISH THROUGHOUT)
	DUCT:	N/A
	BASE TRIM:	6" VINYL COVE BASE IN RESTROOM(S) ONLY
	MISC.:	INSTALL (2) 1" THICK 12"WX24"L STEEL BAR GRATES OVER 1/4"X1.5X1.5 ANGLE
		IRON SET INTO A 24"X24" OPENING FOR ACCESS TO FLUSH WATER VAULT
		(GRATES ARE TO BE GALV. OR PAINTED)
		(COVER GRATING WITH PAINTED WHITE MARINE GRADE PLYWOOD)
	MISC.:	INSTALL (1) 25 1/2" O.D. FIBERGLASS MAN HOLE COVER W/ 8" HIGH NOMINAL
		RIGID FOAM IN CONCRETE FOR ACCESS TO INGROUND WASTE TANK
		(COVER IS "VIRTUAL POLYMER COMPOUNDS" MODEL #VPC 2000-HINGED)
		(COVER IS TO HAVE A SEAL KIT- **WITH WALL MOUNT SAFETY CATCH**)

WHITLEY
Manufacturing | Evergreen | East
201 W. First Street S. Whitley, IN 46787 Phone (260) 723-5131 Sales Fax (260) 723-6396 whitley@whitleyman.com
9/4/2024 10:00 AM

EXTERIOR WALLS		
	STUDS:	2"X4" @ 16"O.C.
		(DBL. BOTTOM PLATES WITH BOTTOM PLATE TO BE PRESSURE TREATED)
	WALL HEIGHT:	7'-6" (EAVE) TO 8'-6" (HIGH PEAK) FINISHED CEILING HEIGHT
	COVERING:	.090 F.R.P. LAMINATED TO 1/2" CCX PLYWOOD (PEBBLE FINISH W/ BATTENS)
		(FRP IS IN THE RESTROOM FROM 4'-0" A.F.F. TO CEILING- MECHANICAL
		ROOM IS TO BE PAINTED CCX PLYWOOD FULL HEIGHT- WHITE.)
		(**SUBSTITUTE** 6"X6" CERAMIC TILE WAINSCOT 48" H W/ FRP ABOVE IN RRMS.)
		(GROUP 1 COLORS ONLY)
	MISC:	BATTENS TO MATCH WALL COVERING AT FRP SEAMS
	COLOR:	TO BE SELECTED FROM MANUFACTURERS STD COLORS
	SHEATHING:	1/2" CDX PLYWOOD OR 7/16" OSB
	SHEATHING:	AIR INFILTRATION BARRIER
	INSULATION:	R-15 KRAFT FACED
	SIDING:	AMCON BLOCK VENEER (BURNISHED #302 SHADOW) UP APPROX. 32" ABOVE
		FRAME- 4-COURSES HIGH (JUST A THIN VENEER-NOT FULL BLOCK)
	SIDING:	5/16" HARDIE LAP SIDING (6" EXPOSURE) WITH CEDAR MILL TEXTURE (SIDING IS
		FULL HEIGHT ABOVE 32" HIGH BLOCK VENEER WAINSCOT)
	TRIM:	1X SMART TRIM PAINTED
	SKIRTING:	NONE EXPOSED CHANNEL AROUND CONCRETE (PAINTED BLACK)
	MISC.:	SHRINKWRAP
INTERIOR WALLS		
	STUDS:	2"X4" @ 16"O.C.
	COVERING:	.090 F.R.P. LAMINATED TO 1/2" CCX PLYWOOD (PEBBLE FINISH W/ BATTENS)
		(FRP IS IN THE RESTROOM FROM 4'-0" A.F.F. TO CEILING- MECHANICAL
		ROOM IS TO BE PAINTED CCX PLYWOOD FULL HEIGHT- WHITE.)
		(INCLUDES AN ANGLED WALL AT URINAL W/ CORIAN TOP DARK GRAY)
		(**SUBSTITUTE** 6"X6" CERAMIC TILE WAINSCOT 48" H W/ FRP ABOVE IN RRMS.)
		(GROUP 1 COLORS ONLY) OVER TILE BACKER OVER 7/16" OSB
		(SCHLUETER TRIM AS REQ'D AT TOP & SQUARE BOTTOM TILE CAULKED TO FLOOR)
	MISC:	BATTENS TO MATCH FRP WALL COVERING AT SEAMS
	COLOR:	TO BE SELECTED FROM MANUFACTURERS STD COLORS
	INSULATION:	R-11 UNFACED
ROOF:		
	RAFTERS:	2X10 S.P.F. #2 @ 16" O.C.
		3:12 GABLE PITCH ROOF (50# LIVE LOAD)
	MISC.:	2X RIDGE BEAM AS REQUIRED (COVERED WITH SMART TRIM AS REQUIRED)
	CEILING (INT.):	PAINTED 5/16" HARDI-PANEL (STUCCO PATTERN) OVER 7/16" OSB
		(EXPOSED SMART PANEL SIDING QUOTED ON THE PORCH AREA)
		FINISHED CEILING HEIGHT OF 7'-6" TO 8'-6" (FOLLOWS PITCH OF RAFTERS)
	INSULATION	R-19 KRAFT FACED
	SHEATHING	5/8" CDX PLYWOOD

WHITLEY
Manufacturing | Evergreen | East
201 W. First Street S. Whitley, IN 46787 Phone (260) 723-5131 Sales Fax (260) 723-6396 whitley@whitleyman.com
9/4/2024 10:00 AM

	ROOFING:	26 GA. CENTRALGUARD HORIZON-LOC STEEL STANDING SEAM
		(PREMIUM COLOR: COPPER METALLIC)
	MISC.:	OVER ICE SHILD TYPE UNDERLAYMENT
	MANSARD:	NONE
	OVERHANG:	12" ON 2-ENDWALL & 9" ON 2-SIDEWALLS
		(WITH PAINTED SMART-PANEL CEDAR LOOK SOFFIT- VENTED AS REQUIRED)
		(WITH 1X ROUGH SAWN CEDAR FASCIA SIZED AS REQUIRED (W/ CLEAR SEALER)
	MISC.:	DECORATIVE ROUGH SAWN CEDAR TIMBER BEAMS BOTTOM & CENTER OF GABLE
		W/ BLACK STEEL GUSSETT SUPPORTS & (2) 6"X6"X8' ROUGH SAWN CEDAR POSTS
		(CLEAR NATURAL SEALER FINISH ON ALL ROUGH SAWN CEDAR)
DOORS:		
	EXT. DOOR:	36X80 18 GAUGE INSUL. COMMERCIAL STL. W/ 14 GA. STL.JAMB (GALVANIZED)
		(STEEL JAMB TO BE WELDED FRAME)
		BLANK DOOR(S)
		WITH STAINLESS BALL BEARING HINGES W/ NRP AND WEATHERSTRIPPING
		(1) WITH SCHLAGE ND80PD STOREROOM FUNCTION LEVER LOCKSET (MECH. RM.)
		(1) W/ SCHLAGE #L9456R MORTISED LOCK CORRIDOR FUNCTION W/ OCCP. INDIC.
		PEMCO THRESHOLD AND DOOR SWEEP ON BOTH DOOR(S)
		(1) STOREROOM DOOR WITH CHECK CHAIN ONLY
		(1) CABIN DOOR(S) WITH LCN CLOSER 4040XP W/ **CUSH-N-STOP ARM** (GRADE I)
		(1) CABIN DOOR(S) WITH TICE 34X10 EXTERIOR KICKPLATE ON PUSH SIDE
		(1) DOOR(S) W/ 24"WX12"H OPERABLE DOOR LOUVER GRILLES (MECH. RM. ONLY)
	MISC.:	KEY ALL DOORS ALIKE TO GREENFLUSH MASTER KEY SYSTEM
	MISC.:	NAIL PLATES FOR HEADER RE-INFORCEMENT BOTH SIDES OF OPENINGS
		QTY OF (2)
	INT DOOR:	NONE
WINDOWS:		
	SIZE:	32"WX24"H FIXED VINYL FRAME 8" GLASS BLOCK (HY-LITE OR EQUAL)
		VINYL FRAME W/ 4-BLOCK WIDE X 3-BLOCK HIGH CONFIGURATION
	GLAZING:	LOW "E" INSUL. GLASS BLOCK W/ "ICE FROSTED" PATTERN (OBSCURE)
	INT. TRIM:	SMART TRIM (PAINTED)
	BLINDS:	NONE
		QTY OF (1)
ELECTRICAL:		**12V ELECTRIC ONLY**
	MISC.:	LARGE SUPER SOLAR BOARD PACKAGE BY S.E.S. WITH INSTALL BY WHITLEY
		4-SOLAR PANELS, INVERTER, CONTROLLER, 2-BATTERIES, SMART SHUNT,
		BATTERY PROTECTION, ENCLOSURES, WIRING, AND INSTALLATION AT PLANT
		(MFR. WILL SUPPLY AND INSTALL SUPPORTS FOR BATTERIES.)
	MISC.:	GROUNDING BLOCK W/ WIRE TO FRAME BY MFR.
		(GROUNDING OF BLDG. AT SITE IS BY OTHERS)
	WIRING:	LOW VOLTAGE WIRING BETWEEN ITEMS IS BY S.E.S.
	WIRING:	MC CABLE (AFTER INVERTER BY THE MFR.)

	INT. LIGHTS	HARRIS 300 CP INC OR EQUAL (NO DECOR PACK)
		WITH 12VDC A19 LED BULB 12 WATT
		QTY OF (2)
	EXT. LIGHTS	HARRIS 300 CP INC OR EQUAL W/ DECOR PACK
		WITH 12VDC A19 LED BULB 12 WATT
		WITH 12V TIMER FOR EXTERIOR LIGHTS (TIMER IN MECH. ROOM)
		QTY OF (2)
	RECEPTACLES:	110V 20 AMP ((1) QUAD IN MECH. ROOM)
	SWITCHES:	12V OCCUPANCY SENSOR ON CEILING IN CABIN FOR LIGHT
	SWITCHES:	TIMER SWITCH FOR EXTERIOR LIGHTING
	SWITCHES:	110 VOLT OCCUPANCY SENSOR TYPE IN RESTROOM(S) FOR ERV
PLUMBING:		
	WTR CLST:	CHINA TANK TYPE (HANDICAPPED) W/ OPEN FRONT SEAT
		(STEALTH BY NIAGARA .8 GPF **SINGLE BUTTON FLUSH**) **(REAR DISCHARGE TYPE)**
		S.S. TANK LID RESTRAINT ANGLE FASTENED TO WALL W/ TAMPER PROOF SCREWS)
		QTY OF (1)
	URINAL:	WALL HUNG (WATERLESS CHINA SLOAN WES 4000)
	MISC.:	CUSTOM MADE CORIAN DRK. GRAY TOP FOR URINAL CHASE
		(CARTRIDGE SHIPS LOOSE)
		(SHIP WITH SPARE CARTRIDGE AND CLEANING SOLUTION)
		WITH AIR EMITTER VENT IN CHASE WALL
		QTY OF (1)
	LAVATORY:	CHINA WALL HUNG (HANDICAPPED)
		(PRO-FLO #PF5411WH 19"X17" CHINA WALL HUNG)
		WITH MOEN #8884 CHROME SINGLE HANDLE SINGLE HOLE METERING FAUCET
		(SET FAUCETS FOR 10 SECONDS OF OPERATION)
		QTY OF (1)
	MISC.:	135 GAL. VERTICAL (23"DX82"H) POLY FRESH WATER SUPPLY TANK
		WITH A TRANSLUCENT LINE AT FILL INCREMENTS
		WITH "FILL WITH POTABLE WATER ONLY" SIGN
		QTY OF (1)
	MISC.:	11 WATT 110V U.V. IN-LINE WATER FILTER
		QTY OF (1)
	WTR HTR:	(EEMAX #EMT-1-1.3 GAL.)
		QTY OF (1)
	MISC.:	2 GALLON BLADDER TYPE EXPANSION TANKS
		(PROFLO PFXT5)
		QTY OF (2)
	MISC.:	FLOJET #03526 12V WATER PUMPS WITH STRAINER FOR TANK WATER
		(MOUNT EPDM MATERIAL BEHIND MOUNTING BLOCK FOR SOUND DETERENT)
		(WIRE PUMPS DIRECT TO THE BATTERY IN LIEU OF THRU SOLAR CONTROLLER)
		QTY OF (2)
	MISC.:	BRASS CHECK FOOT VALVES
		(WATER SOURCE TFV-75NL 3/4" BRS)
		WITH RE-INFORCED VINYL HOSE LONG ENOUGH TO ALLOW VALVE TO LIE

		FLAT ON THE VAULT FLOOR. (FLUSH SIDE)
		QTY OF (1)
	MISC.:	SINK TRAP GUARD
		QTY OF (1)
	MISC.:	QUAD CLOSE TRAP SEAL (SMITH #2692-02) FOR FLOOR DRAIN
		QTY OF (1)
	FLOOR DRAIN:	3" CAST IRON BODY- POLISHED NICKEL RING AND GRATE
		(ZURN-Z451 W/ INTEGRAL SHALLOW TRAP)
		WITH PROFLO #PFP2500 TRAP PRIMER AND LINE CAST IN FLOOR
		QTY OF (1)
	HOSE BIBB:	FROST PROOF (1/2" WITH REMOVABLE HANDLE- "WOODFORD 24P")
		(NO "NON-POTABLE WATER" SIGN REQUIRED)
		QTY OF (1)
	MISC.:	RIGID FOAM SUPPLY LINE INSULATION IN THE MECHANICAL ROOM AS REQUIRED
	SUPPLY:	TYPE PEX (WITH (2) 3-WAY DRAIN VALVES FOR WINTERIZATION)
		(INSTALL DRAIN VALVES ON THE SUPPLY SIDE OF PUMPS)
	DWV:	SCH 40 PVC
		MULTIPLE DROPS W/ WASTE DROPS STUBBED THRU FLOOR FOR DISCHARGE
		IN THE SITE INSTALLED VAULT. ANY MANIFOLDING REQUIRED IS BY OTHERS
	MISC.:	(2) 6" SDR SLEEVE(S) IN FLOOR W/ 6" TO 4" REDUCER AND LOOSE FIT TOP CAPS
		FOR WASTE & FLUSH LEVEL MONITORING SENSOR (SENSOR BY GREENFLUSH)
	MISC.:	(1) WALL MOUNT STAINLESS STEEL HOLDER FOR THE SENSOR LEVEL READOUT
		FOR BOTH SENSORS (MOUNT AT EYE LEVEL ABOVE SENSORS.)
	MISC.:	(1) CONERY FLOAT IN WASTE VAULT WIRED TO A RELAY TO SHUT DOWN BOTH
		WATER PUMPS WHEN WASTE IS FULL
	R.RM. ACCESS	TOILET PAPER HOLDER (DBL. ROLL- "ROYCE ROLLS TP2")
		QTY OF (1)
	R.RM. ACCESS	XLERATOR TA-ABS THINAIR HAND DRYER (SURFACE MOUNT WHITE)
		QTY OF (1)
	R.RM. ACCESS	GRAB BARS
		QTY OF (3)
	R.RM. ACCESS	COAT HOOK- "B-212"
		QTY OF (1)
	R.RM. ACCESS	6"X8" BRUSHED ALUM. UNISEX RESTROOM SIGN(S) NEXT TO DOOR (ADA)
		QTY OF (1)
	R.RM. ACCESS	KOALA KB-300 PLASTIC WALL HUNG BABY CHANGING STATION
		QTY OF (1)
	R.RM. ACCESS	SIGNAGE DECAL "DO NOT OPEN MANHOLE WHILE KNEELING"
	R.RM. ACCESS	"DANGER: CONFINED SPACE-DO NOT ENTER WITHOUT PROPER EQUIPMENT
		AND SUPPORT PERSONEL" SIGN AT MAN HOLE AREA.
		NO MIRROR(S)
H.V.A.C.		**NO HEAT OR A/C WAS QUOTED**
	EXHAUST FAN:	(1) PANASONIC FV-10VE2 ERV (100 CFM) WITH A FLEX DUCT IN THE MECHANICAL
		ROOM TO RESTROOM(S) W/ THRU WALL DIFFUSERS
		(ERV OPERATION WILL BE TIED TO INTERIOR LIGHTS IN RESTROOM(S)

WHITLEY
Manufacturing | Evergreen | East
201 W. First Street S. Whitley, IN 46787 Phone (260) 723-5131 Sales Fax (260) 723-6396 whitley@whitleyman.com
9/4/2024 10:00 AM

		FOR OPERATION WHEN OCCUPIED.)
		QTY OF (1)
FURNISHINGS:		
		N/A
	MISC.:	(1) METAL FILE FOLDER FOR O/M MANUALS
	STATE LABELS:	IBC (FOR MN)
	CODES:	2018 IBC/ MN. (NO ENERGY CODE COMPLIANCE)
	SEALED DWGS:	3RD PARTY FOR IBC/MN APPROVAL
	THIRD PARTY:	THIRD PARTY LABEL
NOTES:		USE GROUP UTILITY
		TYPE VB CONSTRUCTION (UNPROTECTED)
		OCCUPANT LOAD OF (3)
		MIN FIRE SEPARATION OF 11'
		(PROTECTED OPENINGS , IF REQUIRED ARE TO BE BY OTHERS)
		MANUFACTURERS LIMITED WARRANTY IS FOR 1
		YEAR FROM THE DATE OF THE MANUFACTURERS
		COMPLETION DATE ONLY.
		WHITLEY MFG. IS NOT RESPONSIBLE FOR LIQUIDATED DAMAGES.
		WHITLEY MFG. IS NOT RESPONSIBLE FOR LOCAL CODES.
		EXCEPTIONS, NOTES, & CLARIFICATIONS:
		COPIES OF FINAL ENGINEERED AND APPROVED DRAWINGS
		WILL BE LIMITED TO (5) SETS. ADDITIONAL SETS, IF REQ'D.,
		ARE AVAILABLE FOR A NOMINAL FEE.
		ALL SERVICE SINKS AND DRINKING FOUNTAINS UNLESS
		SPECIFICALLY CALLED OUT, ARE TO BE BY OTHERS AT THE
		SITE.
		WHITLEY STANDARD WARRANTY APPLIES UNLESS STATED OTHERWISE
		WARRANTY CLAIMS NOT REPORTED AND APPROVED WILL NOT
		BE CONSIDERED FOR REIMBURSEMENT.
		ALL BUILDINGS HAVE STANDARD SET-UP ITEMS THAT
		NEED TO BE COMPLETED BY YOUR SET-UP SUBCONTRACTOR (I.E.-
		DOOR ADJUSTMENTS, HVAC BALANCING, CROSS SEAM CONNECTIONS,
		ETC.)
		A COPY OF OUR WARRANTY SHIPS WITH ALL COMPLETED PRODUCT

WHITLEY
Manufacturing | Evergreen | East
201 W. First Street S. Whitley, IN 46787 Phone (260) 723-5131 Sales Fax (260) 723-6396 whitley@whitleyman.com
9/4/2024 10:00 AM

		PLEASE LET US KNOW IF YOU WOULD LIKE A COPY IN ADVANCE
		WHITLEY MFG. IS NOT RESPONSIBLE FOR ANY DAMAGES
		RESULTING FROM ACCIDENTAL OR NEGLIGENT ACTS BY THE
		TRANSPORTATION COMPANIES.
		ALL WINDOWS AND DOORS WILL HAVE A VERTICAL BATTEN AT
		CORNERS FOR A CONTROL JOINT
		ALL FREIGHT AND BLDG. INSTALLATION IS BY OTHERS.
		ALL DROP DECK TRAILERS FOR HAULING OF UNIT IS TO BE BY THE
		CUSTOMER'S HAULER. **(UNIT HEIGHT IS APPROX. 10'-6" HIGH)**
		QUOTED "HORIZON-LOC" COPPER METALLIC COLOR 26 GA. STEEL ROOFING.
		FRP WILL BE RAN FULL HEIGHT UP TO THE CEILING ABOVE THE CERAMIC
		WAINSCOT.
		HARDIE HORIZ. LAP SIDING WILL RUN FULL HEIGHT ABOVE THE WAINSCOT.
		(NO VERTICAL GROOVE SIDING WAS QUOTED IN THE GABLES.)
		LP SMART PANEL CEDAR TEXT. WAS QUOTED ON THE EXTERIOR PORCH
		CEILING TO MATCH THE SOFFIT MATERIAL.
		MFR. QUOTED LP SMART TRIM EXTERIOR TRIM.
		SEE THE OPTION TIO USE A LOCALLY SOURCED INDIANA CMU THIN VENEER IN
		LIEU OF THE QUOTED MN. THIN CMU VENEER.

WHITLEY
Manufacturing | Evergreen | East
201 W. First Street S. Whitley, IN 46787 Phone (260) 723-5131 Sales Fax (260) 723-6396 whitley@whitleyman.com
9/4/2024 10:00 AM

Quote Number 50997-8 **Date** 9/3/2024 16:41

Modular Manufacturers Scope Clarifications

Section	
Floor	Natural lightweight concrete- light broom finish
Walls and Partitions	
Siding	lap siding over a thin CMU veneer wainscot
Roof	standing seam (copper mettallic)
Vent Extensions	Vent extension w/ coupler to be shipped loose per customer std. request.
Doors	
Adjustments	Final adjustments of doors after modules are set is by others
Keying	Doors keyed per function
Windows	
Electric	
Load Center	One load center per module, interconnect and MDP by others
Switches	Occupancy sensors may require adjustment by others on site
Switches	Daylight sensors may require adjustment by others on site
Plumbing	
Supply Piping	Back flow preventer by others
Waste Piping	Plumbing drops ran thru floor to waste side of vault
Waste Piping	Vent piping terminates thru roof, extension w/ coupler shiploose- install by others on site
HVAC	ERV only
Testing	Testing of HVAC system after start up by others
Balancing	Balancing of HVAC system after start up by others
Misc	
Furnishings accessories	No casework, furnishings, or accessories is included in the factory quote
Warranty	
Warranty	Manufacturers standard warranty applies, documents ship loose in warranty pack
Warranty	Component manufacturers extended warranty are passed to end user
Warranty	Manufacturing plant must be notified of any warranty claims
Warranty	Warranty claims will not be reimbursed without notification and prior approval

Standard Terms and Conditions and Payment Terms

- This restroom is sold using Green Flush Standard Terms and Conditions which are sent as an attachment with this quotation.
- 10% Before the start of engineered drawings and calculations for the Product, the Buyer shall pay the Seller a deposit of 10% to cover the Seller's costs for the preparation and approval of engineered drawings and calculations including the costs of plan review and approval by the State Modular Building Office.
- 10% Seller shall begin manufacturing the Product after receiving the approval of the plans and specifications by the local building department and upon receipt of payment equal to an additional 10% of the Purchase Price.
- 70% Prior to shipment of the finished Product from the factory, the Buyer shall pay the Seller a sum equal to the balance owing on the Product minus 10%. The Seller shall not be required to ship the Product until this payment has been received, or other arrangements have been mutually agreed to.
- 10% or remaining balance. Within 25 calendar days of the delivery date, the Buyer shall pay the Seller the full remaining unpaid balance of the Purchase Price. However, at that time, should the Buyer wish to retain monies from the unpaid balance of the Purchase Price due to warranty concerns for which the Seller is liable, the Buyer shall not be required to pay Seller said retained monies until such time as the warrantee work is completed. Monies held for warrantee work shall not be in excess of the actual cost of the warrantee work. The purchase and payment terms herein shall be controlling over any other document.

*The Seller may request partial payments on a monthly basis for expenses incurred in the work of manufacturing the Product.
**The purchase price may be adjusted by written change order, signed by both the Buyer and Seller. Delinquent payments shall be subject to 1% interest per month.

City Testimonial

City of Pacific Grove CA, Butterfly Sanctuary Restroom

"Green Flush provided the City of Pacific Grove with a restroom for our Monarch Sanctuary, a location where constructing a restroom would have been difficult. The restroom that we purchased suits our needs. The restroom is constructed with precise carpentry, looks great and functions perfectly as designed. Their staff is pleasant to work with, they are very responsive to questions and providing assistance during installation. I highly recommend Green Flush and will use them again in the future for our prefabricated restroom needs."
- Daniel Gho, City of Pacific Grove Public Works Director

Thank You

GREEN FLUSH TECHNOLOGIES, LLC

Terms and Conditions

1. Agreement. This Agreement consists of both the Contract and these Terms and Conditions as is between Green Flush Technologies LLC (the **"Seller"**) and _____ (the **"Buyer"**).

2. Scope of Services. This Contract is for the fabrication, delivery, and installation of an Aspen model flush restroom building as described in the attached specifications, Quote # WM02 (the "**Product**"), delivered to Willmar, Minnesota.

3. Purchase Price & Payment Terms. The purchase price for the Product, shall be $165,229. Unless otherwise stated, all applicable duties or federal, state or local taxes that are, or may hereafter be, applicable are separate and not included in the Purchase Price. Before the start of engineered drawings and calculations for the Product, the Buyer shall pay the Seller a deposit of 10% to cover the Seller's costs for the preparation and approval of engineered drawings and calculations including the costs of plan review and approval by the State Modular Building Office. Seller shall begin manufacturing the Product after receiving approval from the jurisdiction having authority, the notice to proceed for construction from the Buyer, and upon receipt of payment equal to an additional 10% of the Purchase Price. The Seller may request partial payments on a monthly basis for expenses incurred in the work of manufacturing the Product. Upon notice that the Product is ready to ship, Buyer shall pay the Seller a sum equal to 90% of the purchase price minus previous payments. The Seller shall not be required to ship the Product until this payment has been received, or other arrangements have been mutually agreed to. Within 25 calendar days of the delivery date, the Buyer shall pay the Seller the full remaining unpaid balance of the Purchase Price. However, at that time, should the Buyer wish to retain monies from the unpaid balance of the Purchase Price due to warranty concerns for which the Seller is liable, the Buyer shall not be required to pay Seller said retained monies until such time as the warranty work is completed. Monies held for warranty work shall not be in excess of the actual cost of the warranty work. The purchase and payment terms herein shall be controlling over any other document. The purchase price may be adjusted by written change order, signed by both the Buyer and Seller. Delinquent payments shall be subject to 1% interest per month.

4. Bonds. If Buyer requires the Seller to carry bonds, the cost of such bonds will be paid to the Seller within 30 days of Sellers invoice(s) following the payment(s) made by the Seller to the Bonding Agent.

5. Liquidated Damages. Under no circumstances shall the Seller by required to make payment for any liquidated damages assessed by the Buyer or assessed against the Buyer by others.

6. Cancellation; Termination. Buyer may cancel or modify the Contract prior to fabrication of Product upon written notice to Seller and provided that Buyer has paid Seller for all reasonable charges for expenses incurred and commitments made by the Seller up to the date of such modification or cancelation. Buyer cannot cancel or modify Contract after Seller has started fabrication of Product without Seller's written consent and the payment by Buyer to Seller of all direct costs and economic damages incurred due to such cancelation or modification.

7. Force Majeure. In the event the completion of the Product under the Contract is prevented or delayed due to weather, fire, accident, natural disaster, theft, labor strikes, material shortage, delay of any governmental agency in issuing any required permit or certificate, or in performing inspections, litigation, or any act of God, completion

of work shall be delayed until a later date that is agreed to by the parties. Under no circumstances will Seller bear any liability for such act, the delay such act creates, or damages caused by such act.

8. Delivery and Installation. The Seller shall make reasonable accommodation to the Buyer to have access to the restroom either in person or through electronic media to inspect the restroom before shipment. However, any costs incurred by said accommodation(s) shall be borne by the Buyer. Seller will deliver the Product to Buyer's specified location. Seller shall be responsible for repairs due to any shipment or transport damage to the restroom building provided such damage is noted on the delivery documentation given to the Buyer upon arrival and prior to unloading the restroom from the delivery vehicle. Buyer shall be responsible for any damage to the buildings or vaults that occurs on-site and that is the result of Buyer's installation. Delivery shall be made by the Seller to the installation site or to the closest location to the installation site that is accessible for the semi-trucks delivering the product. Any costs for mobilization beyond this shall be borne by the Buyer. Buyer shall be responsible for preparing the site for installation per the drawing provided by the Seller including but not limited to excavation, leveling, and stabilization of receiving soils. Buyer shall also be responsible for all contracted on-site utility connections, backfilling, final grading, landscaping, hardscaping, walkways, and site cleanup.

9. Intellectual Property. Unless otherwise agreed upon in writing prior to receipt of Contract, Seller retains the right in perpetuity to use all Product images that are taken during construction and delivery and while the goods are in Seller's possession. The images may be used on Seller's website, in marketing materials, at trade shows, entered in industry related competitions or in any other manner as Seller decides to use such images.

10. Confidential Information. During the course of this Agreement, Buyer may gain possession of or access to Seller's confidential information including, but not limited to certain drawings or specifications with regard to the Product, proprietary methods and protocols, and any and all information and know-how (collectively, the **"Confidential Information"**). Buyer acknowledges and agrees that it has no claim, right, title, property or other interest of any kind in the Confidential Information. Buyer will not make copies or give originals of any documents that are indicated as being Confidential Information to any other persons or entities without the written permission of the Seller, which Seller may withhold at its sole discretion.

11. Inspection. Buyer will promptly inspect the Product upon delivery and installation and will notify Seller in writing of any nonconformity or defect within 10 days following actual installation date. Upon such notice, Seller will cure such defect or nonconformity within a reasonable period of time and will pay for any repair costs. However, such defect or nonconformity will not relieve Buyer of its obligation to pay Seller the remainder of the Purchase Price, delivery, installation, taxes, duties, or other costs owed, except as noted in paragraph 3 above.

12. Express Warranty. Seller warrants for a period of one year (after notice that the product is ready to ship) that all Products shall be free of any defects in workmanship and materials and, except as stated below, will conform to the specifications stated or referred to in the Contract. No warranties exist beyond the specifications stated or referenced in this Agreement. Seller will replace or repair any goods or component that are found to be defective or nonconforming provided that Buyer gives Seller written notice of the defect or nonconformity within the warranty period and the notice given specifies the defect or nonconformity with reasonable particularity. If practical, Buyer will return defective or nonconforming goods or components F.O.B. to Seller's manufacturing facility and accept the same as repaired or the replacement F.O.B. at Seller's installation site. Repair or replacement shall be at Seller's sole option. Notwithstanding the foregoing Seller may elect to terminate all of its obligations and liability to Buyer, including the obligation to repair or replace, by refunding the purchase price to Buyer if Seller determines that repair or replacement cost may exceed the purchase price.

13. **WARRANTIES AND REPRESENTATIONS**. **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM FAILURE OR DEFECTIVE OPERATION OF THE PRODUCT OR DELAY IN SELLER'S PERFORMANCE UNDER THIS AGREEMENT NOR SHALL SELLER BE LIABLE FOR PUNITIVE, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE, INCLUDING TORT AND STRICT LIABILITY. ALSO, SELLER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR MALFUNCTION RESULTING FROM BUYER'S MODIFICATION OF THE PRODUCT OR FAILURE TO PROPERLY MAINTAIN THE PRODUCT IN ACCORDANCE WITH SELLER'S RECOMMENDED OPERATION, MAINTENANCE, AND SERVICE GUIDELINES**.

14. EXCLUSION OF IMPLIED WARRANTIES. AS A MATERIAL PART OF THE BARGAIN, ALL IMPLIED WARRANTIES, (NOT INCLUDING EXPRESS WARRANTIES AS LISTED IN SECTION 10 AND INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), EXCEPT IMPLIED WARRANTIES OF TITLE AND AGAINST INFRINGEMENT, ARE EXCLUDED AND BUYER EXPRESSLY WAIVES ANY CLAIM OR REMEDY BASED THEREON.

15. Building Codes. Pricing is based upon current Statewide codes. Exceptions or additions to the State Codes by any local jurisdiction are not addressed in the pricing. Any code revisions to the Statewide codes or adoption of new code standards that may necessitate changes to the specifications or drawings may be the subject of a change order and price change.

16. Miscellaneous. Any dispute between the parties shall be submitted by the complaining party to the Arbitration Service of Portland and shall be resolved in accordance with the rules of the Arbitration Service of Portland. The headings in this Agreement are for convenience only and are not intended to, and shall not be construed to affect the scope or intent of this Agreement nor the meaning of any of its provisions. This Agreement is personal to the specific parties and neither party may assign or transfer its rights, obligations, and responsibilities under this Agreement without the express written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be given a fair and reasonable construction in accordance with the intention of the parties and without regard to the identity of its drafter. This Agreement sets forth the entire, integrated understanding and Agreement of the parties with respect to the independent contractor relationship between them, incorporates all of the terms, covenants and conditions agreed to by the parties, and is controlling. This Agreement can only be modified or amended in writing, signed by both parties. In the event of any legal action or proceeding initiated by either party in order to enforce the Agreement or any of its provisions, including arbitration, the non-prevailing party will pay all of the prevailing party's reasonable attorneys' fees and costs incurred in connection with such action or proceeding. If any part of this Agreement is determined by a court of competent jurisdiction to be unenforceable, all other parts of this Agreement will remain in full force and effect. The laws of the State of Washington will govern this Agreement, without giving effect to the principles of conflict of law thereof. The Courts of Clark County shall be the venue for any dispute related to this Agreement. In addition, each of the parties to this Agreement (a) consents to submit itself to the personal jurisdiction of Washington state courts in the event any dispute arises out of this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Agreement in any other court. This Agreement may be executed in one or more counterparts, each of whom shall be deemed an original and all of which counterparts together will constitute one integrated agreement. Execution of this Agreement at different times and places by the Parties will not affect

its validity as long as all the parties execute a counterpart of this Agreement. In the event of a breach of this Agreement, the non-breaching party may maintain an action for specific performance or file for an injunction against the party who is alleged to have breached any of the terms of the Agreement. Failure of either party to insist upon the strict performance of any of the Agreement's terms and conditions, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, will not release the other party of any of its obligations under the Agreement, nor will any purported oral modification or rescission of this Agreement by either party operate as a waiver of any of the Agreement's terms. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision hereof will constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

Green Flush Technologies LLC (SELLER)

_____
Representative's Name and Title

_____
(Signature)

_____
Date

_____ (BUYER)

_____
Representative's Name and Title

_____
(Signature)

_____
Date

Attachment: Quote #WM02

WHEN NOT SERVED BY UTILITIES

Green Flush vault toilets do not require utilities to function. We utilize solar power and extreme water-conservation techniques to provide a clean, environmentally-friendly experience.

Hover over the image to learn more!

QUOTATION

Phone: 651-815-4097

10085 Bridgewater Bay

Woodbury, MN 55129

Fax: 414-395-8538

Email: info@northlandrec.com

To:	City of Willmar	Date:	9/25/24
	2707 Arena Dr. Willmar MN 56201	Contact:	Rob Baumgarn
Project:	Gable Roof Shelter		

Sourcewell Pricing

QTY	ITEM	DESCRIPTION	UNIT	EXTENSION
		Poligon NSL (Northern Skyline) 20' x 24'		
1	Shelter	All Steel Frame - 4 Columns, 7.5' eave height Factory Stained Tongue & Groove with Standing Seam Roof Poli 5000 Paint System - Standard Color Chart Selection Wind Speed 110 mph / Ground Snow Load 50lb Epoxy Anchor Rods, Nuts and Template Stamped Engineered Drawings Shipping to Willmar MN		$41,975.00
1	Installation	Installation of shelter only listed above Installation is not based on prevailing wage Please note that this shelter does not include any electrical cutouts for lights or switches - if needed, we can re-price		$20,000.00
NOT	Included	This quote does NOT include : Installation of concrete footings, concrete pad, building permits, bonding costs, special inspections, site work, etc		

Site preparation and restoration by others

		Sub Total	$61,975.00
* Quotation is valid for	30 Days	Freight	Included
* Freight based - shipping to	Willmar MN	Tax - Exempt	$0.00
* Estimated ship date is	TBD based upon engineered drawing approval	**TOTAL**	**$61,975.00**
* Terms based on	NET 30		

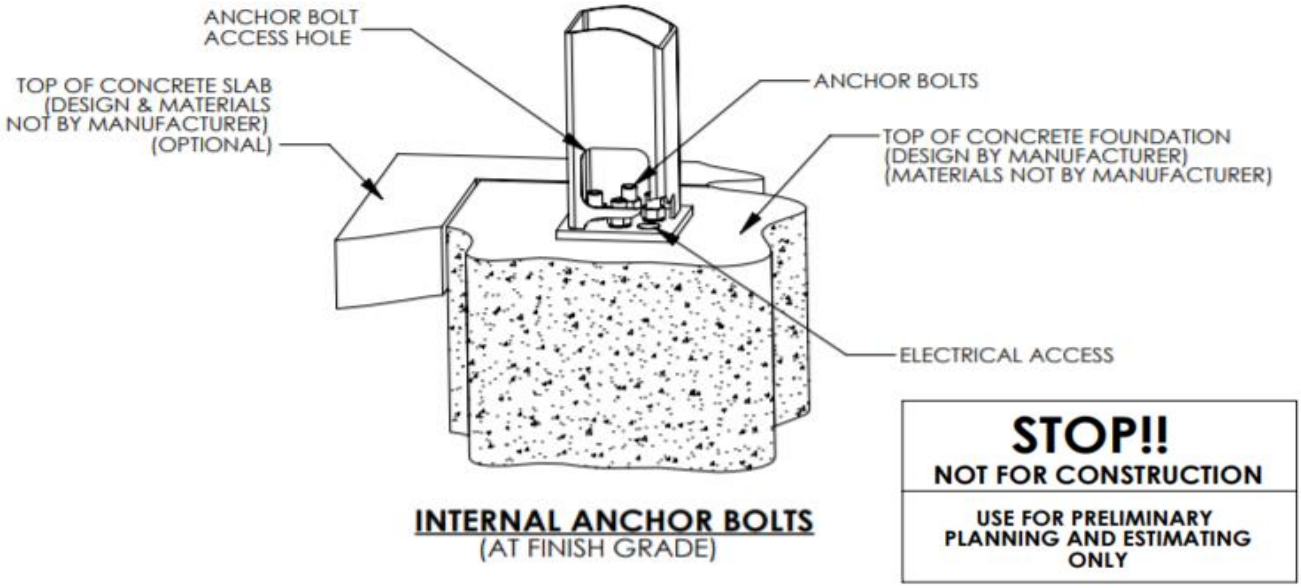
* Orders will be placed upon receipt of Purchase Order made out to **Northland Recreation** or your signed acceptance.

Quote By: ***Sue Ayers***

THANK YOU !

Accepted By: _____ Date: _____

NOTES: Poligon shelter listed on this quote will be engineered based on this design below. Internal anchor bolts at finished grade. Other anchor bolt layouts are available but may require additional engineering at an additional cost due to post length needed



INTERNAL ANCHOR BOLTS
(AT FINISH GRADE)

STOP!!
NOT FOR CONSTRUCTION

USE FOR PRELIMINARY PLANNING AND ESTIMATING ONLY

NSL 20x24 - 56810

2396 HWY 9 NE
New London, MN 56273

bruce@doublejconcrete.com
Telephone 320-354-4945
Direct 320-354-3102

AGREEMENT

PROPOSAL SUBMITTED TO Rob City of Willmar	PHONE 320-441-1089	DATE 9/17/2024
ADDRESS 0 0	FAX 0	JOB LOCATION Willmar, MN
	CELL PHONE 320-491-1024	
WE HEREBY AGREE AS FOLLOWS:	Contact : Rob	rbaumgarn@willmarmn.gov

Scope of work - 30'x30' Shelter 2025
Preliminary Estimate

A) Does not include any concrete joint filler or curing/sealing compounds.
B) Based on a tax exempt status.
C) All anchor bolts, embeds and sleeves provided by others.
D) Temporary or permanent fencing/railing supplied and installed by others.
E) Electrical and water services to be readily available on site and supplied by others.
F) All corners and elevations established and set by others.
G) All grades to be within 1" of final grade with the finish grading completed by Double J. Any granular fill, if required, to be supplied by others. Any additional earthwork or grading required will be an addition to the contract based on an hourly rate of $195.00 per man and piece of equipment.
H) Double J to supply the equipment, materials and labor to complete the following ;
1) Completion of the 1" final grading as mentioned above.
2) Set rebar cages and sonotubes as per drawing provided by the City of Willmar.
3) Place 4500 psi natural grey concrete containing no fly ash. Anchor bolts to be drilled and epoxied in by others.
4) Set form for the 30'x30' slab area.
5) Place and tie #3 rebar mat at 24" o.c. both directions.
6) Place, screed and broom finish the 30'x30' area with 4" natural grey 4500 psi concrete containing no fly ash.
7) Saw cut contraction joints.
8) Removal of forms and clean up of concrete construction debris.

Preliminary Estimate $12,645.00

* This preliminary estimate may be subject to change based on the final construction documents.

Note : Pop-outs and/or spalling may occur in the concrete due to the natural elements that make up concrete and the extreme temperature changes that occur. Sealants are available to help lessen the occurrence of pop-outs and spalling but will not eliminate such occurrences. Contact Double J for more information or a quote.

Thank You

All materials is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practice. Any alterations or deviations from the above specification involving costs will be executed only upon written orders and will adjust the above estimate accordingly. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry liability and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court or competent jurisdiction. This is an accurate estimate based on all the above information provided and is valid for a period of 30 days from the date listed on this agreement.

Dated: 9-17-2024

Double J Concrete & Masonry, Inc.

By: Bruce Vrieze

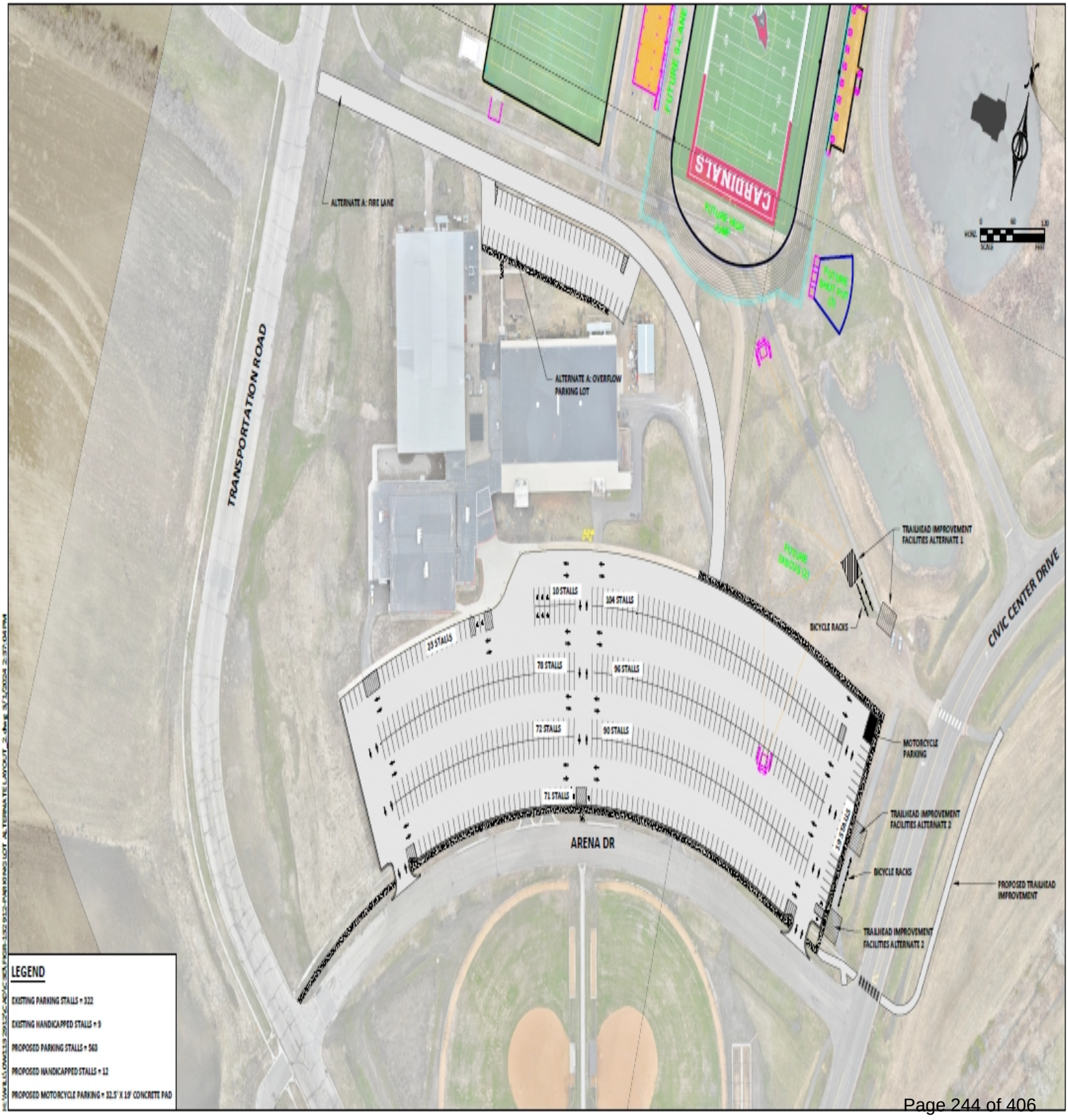
Dated: _____

Customer

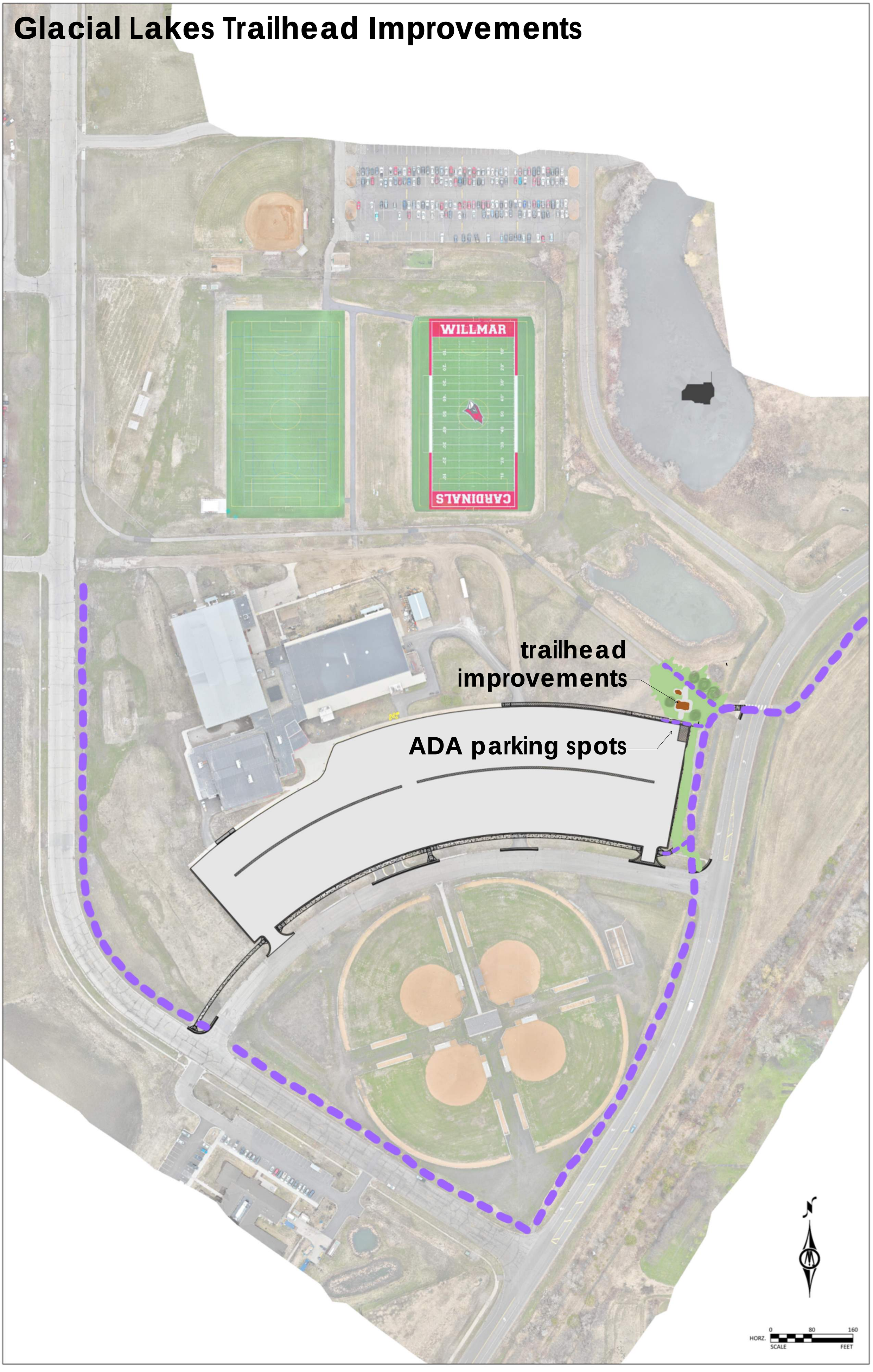
By: _____

Figure 5: Perpindicular Parking Site Plan Concept Overview
March 2024

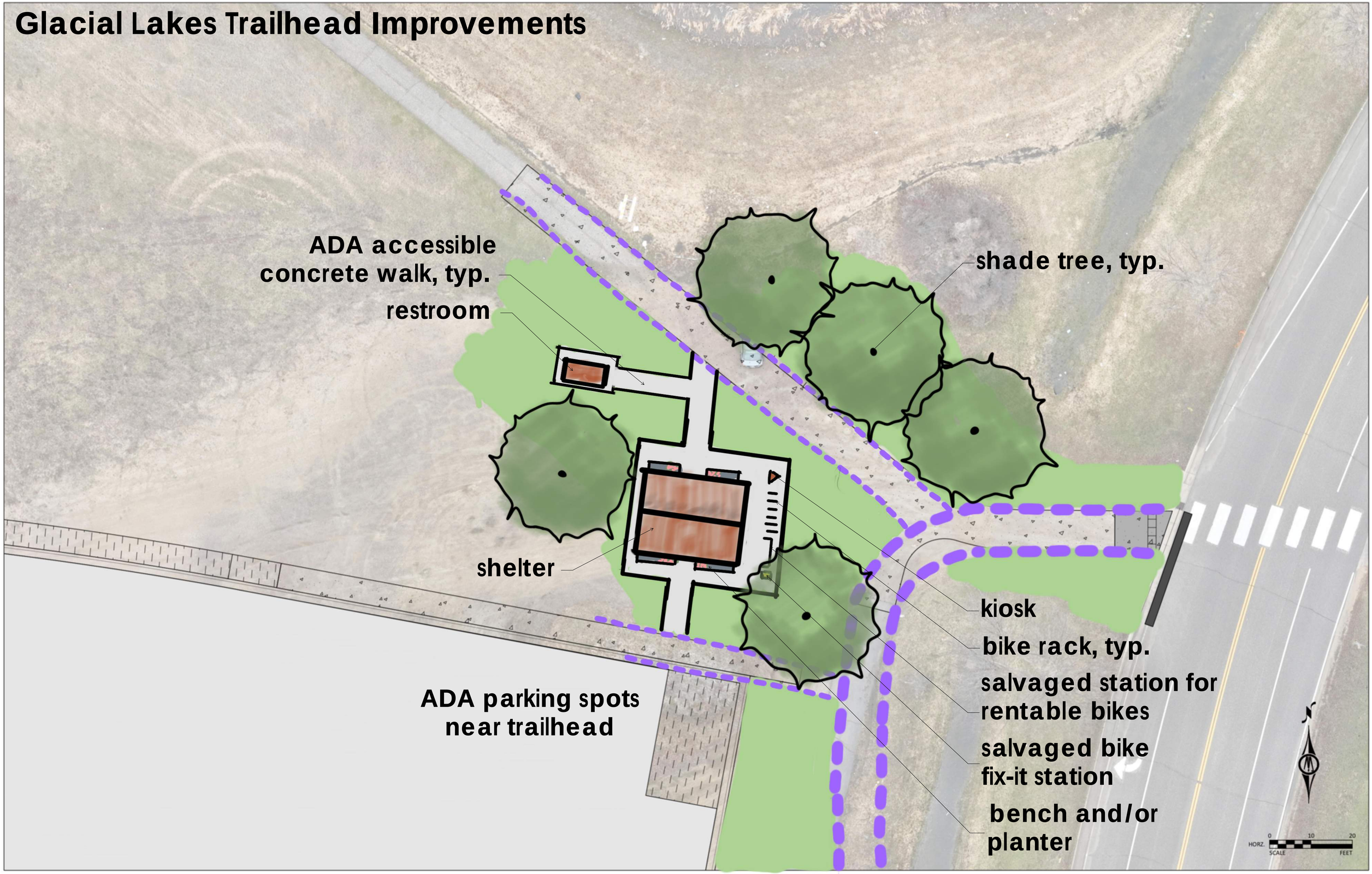
BOLTON & MENK



Glacial Lakes Trailhead Improvements



Glacial Lakes Trailhead Improvements



City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	11.E.
Agenda Section:	Regular Business	**Originating Department:**	Recreation
Resolution:	Yes	**Prepared By:**	Rob Baumgarn, Recreation Director
Ordinance:	No	**Presented By:**	Rob Baumgarn, Recreation Director
Item:	MN DNR- Fishing Platform Agreement		

RECOMMENDED ACTION:
To adopt a resolution authorizing authority to approve the attached application for the Robbins Island Park shore fishing project, and the authorizing authority agrees to be reimbursed for costs associated with this project as outlined in the cooperative agreement.

OVERVIEW:
The MN DNR has selected Robbins Island in the city of Willmar, as a potential site for the 'Get Out MORE' program. This program aims to modernize the outdoor recreation experience. This initiative offers a significant opportunity for our city to enhance and invest in a wide range of outdoor recreation opportunities for everyone. City staff and the DNR staff met at Robbins Island and agreed on the project's benefits. City staff recommends installing 3-4 fishing platforms around the peninsula. The platforms will be square concrete culverts meeting ADA requirements. The DNR will reimburse the city for platform installation costs, while the city will improve the gravel trail and maintain the platforms in the future.
If approved, the project would start in Spring 2025. The MN DNR estimates that each platform costs between $8,000 and $9,000. The total cost to install 3 to 4 fishing platforms is $27,000- $36,000. The gravel/granite fine cost would come from the Parks and Recreation operations budget, and will cost between $2,500 and $3,500.

BUDGETARY/FISCAL ISSUES:
The MN DNR estimates that each platform will cost between $8,000 and $9,000. The total cost to install 3 to 4 fishing platforms is $27,000- $36,000.

The cost of gravel/granite fines will be between $2,500 and $3,500. Funding will come from the Parks and Recreation operations budget.

ALTERNATIVES TO CONSIDER:

Reject the agreement as presented

ATTACHMENTS:

1. Resolution for Robbins Island Shore
2. CITY OF WILLMAR - Shore Fishing Agreement 2024
3. MN DNR Get Out More Flyer
4. LGU Information and Process Document
5. Robbins Island Overview
6. Fishing Platform Photo 1
7. Fishing Platform Photo 2

RESOLUTION NO. ____

RESOLUTION APPROVING TO ENTER INTO A COOPERATIVE AGREEMENT WITH MINNESOTA DNR FOR THE ROBBINS ISLAND PARK SHORE FISHING PROJECT

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving the Cooperative Agreement with Minnesota DNR for the Robbins Island Park shore fishing project; and

BE IT RESOLVED by the City Council of the City of Willmar to reimburse costs associated with this project as outlined in the cooperative agreement.

Dated this 7th day of October 2024

_____
Douglas E. Reese, Mayor

Attest:

_____
CITY CLERK

DRAFT FOR REVIEW – Signatures will be added via DocuSign

ROBBINS ISLAND PARK PUBLIC SHORE FISHING STRUCTURES
LAND USE, OPERATIONS AND MAINTENANCE COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND CITY OF WILLMAR

This agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State", and the City of Willmar, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public water access on lakes and rivers, where access is inadequate; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, the State and the City have determined that a Shore Fishing Structure site on Foot Lake is of high priority under the state public water access program; and

WHEREAS, the City owns land described as Robbins Island Park at Section 10, Township 119N Range 35W of Kandiyohi County, which is attached and incorporated into this agreement as Exhibit A; and

WHEREAS, the State and the City desire to cooperate on the installation and maintenance of Shore Fishing Structures on Foot Lake in Robbins Island Park; and

WHEREAS, a resolution or copy of the City council meeting minutes authorizing the City to enter into this agreement is attached and incorporated into this agreement as Exhibit B; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES
   a. The State will review and approve the preliminary and final plans for the Project as prepared by the City.
   b. Installation of the Shore Fishing Structure shall be the responsibility of the City, with cooperation from the State.
   c. The State will review and approve any signs before they are placed at the facility by the City.
   d. The State shall assist the City with major structural repairs.
   e. The State reserves the right to inspect the premises at all times to ensure that the City complies with the terms of this Agreement.

II. CITY'S DUTIES AND RESPONSIBILITIES

a. The City shall comply with all local, state and federal laws, regulations, rules and ordinances which may apply to the management, operation, and maintenance of said premises. The City shall obtain any permit or license which may be required for the Shore Fishing Structures.

b. The City shall prepare the necessary plan, specifications, and proposal for the development of the Project. The City agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

c. The City shall construct and maintain a hard surfaced, accessible sidewalk/pathway, which meets ADA requirements of less than a 5% gradient, 2% cross slope connecting one or more of the Shore Fishing Structures to an accessible parking space.

d. The Shore Fishing Structure and related facilities shall be free and remain open every day during open water season in conjunction with the City's established operational months and hours for a facility of this type. The City may close the Shore Fishing Structure for emergencies, or for other reasons, without prior written consent of the State. The City shall notify the State representative within 48 hours of the closing of the Shore Fishing Structures for emergency reasons or if the facility will remain closed longer than 48 hours. The City may close the fishing structures annually for the 4th of July fireworks display without notifying the State representative.

e. Free and adequate parking in the vicinity will be provided for the Shore Fishing Structures including at least one (1) designated van accessible space for persons with disabilities.

f. The City shall provide police protection and patrols for the Shore Fishing Structures in accordance with the City's established police department policies for a facility of this type.

g. The City may install signage for the site as approved by the State.

h. The City shall maintain the facilities and keep them in good and sanitary order in accordance with the City's established practices for maintenance of City facilities. Additionally, the City shall provide all necessary routine maintenance and minor repairs. The State shall assist the City with major structural repairs subject to the availability of funding according to the provisions of Article II.

i. The City shall comply with the following contracting and bidding requirements:

Per Minn. Stat. §471.345, municipalities as defined in Subd. 1 must follow the law. For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community.

The grantee must not contract with vendors who are suspended or debarred in MN: https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp

j. The City must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. Operational Order 113 is incorporated into this agreement by reference and can be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf. Duties listed are in Op Order 113 under Sections II and III (p. 5-8).

    a. The City shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

b. If equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned with tools or equipment furnished by the City (such as brush/broom, compressed air or pressure washer) at the staging area.

c. The City shall dispose of material and debris cleaned from equipment and clothing at an appropriate location. If the material cannot be disposed of onsite, then the material must be secured prior to transport (such as a sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

d. The City shall ensure that all equipment and clothing used for work in public waters has been adequately decontaminated for aquatic invasive species. All equipment and clothing including but not limited to waders, vehicles and boats that are exposed to any public water of the state must be thoroughly cleaned and drained of all water before transport to another location.

k. Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season.

III. FUNDING

The State shall provide funding for its responsibilities under Article I through the standard internal purchasing process including, but not limited to a separate requisition in which funds will be encumbered.

The State shall provide funding for the City's responsibilities under Article II, however, the total obligation of the State for the construction of the facilities shall not exceed $XX,XXX.

The total obligation of the State for its responsibilities under Article I shall be limited to the amount of funds legislatively appropriated and administratively allocated to this project. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

The City will invoice the state for approved construction costs and the fishing pier. Reimbursement will be due within thirty (30) days of the acceptance of the invoice by the State's authorized representative. The City will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

IV. TERM

a. *Effective Date:* **September 1**, **2024** or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The City shall not begin work under this Agreement until it is fully executed and the City has been notified by the State's authorized representative to begin the work.

b. *Expiration Date*: **December 31, 2044** for a period of twenty (20) years except as otherwise provided herein or agreed to in writing by both parties. The agreement can be extended with a written amendment as agreed upon and signed by both parties per article XI.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent

authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six (6) years from the end of this agreement.

VII. ANTITRUST

The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota

VIII. FORCE MAJEURE

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

IX. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article II, upon thirty (30) days written notice to the City.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the City by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the City shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

X. GOVERNMENT DATA PRACTICES

The City and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State 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 Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the City or the State.

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational

pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: https://mn.gov/mnit/programs/accessibility/.

XII. COMPLETE AGREEMENT

This agreement contains all 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. 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.

XIII AUTHORIZED REPRESENTATIVES

Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, or by email to:

The State's Authorized Representative: Dave Coahran, Fisheries Area Supervisor, 168 County Rd. 8 NE, Spicer, MN 56288, 320-409-2040, dave.coahran@state.mn.us, or his/her/their successor.

The City's Authorized Representative: Rob Baumgarn, Parks & Recreation Director, 2707 Arena Drive, Willmar, MN 56201, 320-235-1454, rbaumgarn@willmarmn.gov, or his/her/their successor.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

By:_____

Title: _____

Date:_____

CITY OF WILLMAR

By: _____

Title:_____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

By:_____

Title: _____

Date:_____
(Effective Date)

CITY OF WILLMAR

By: _____

Title:_____

Date: _____

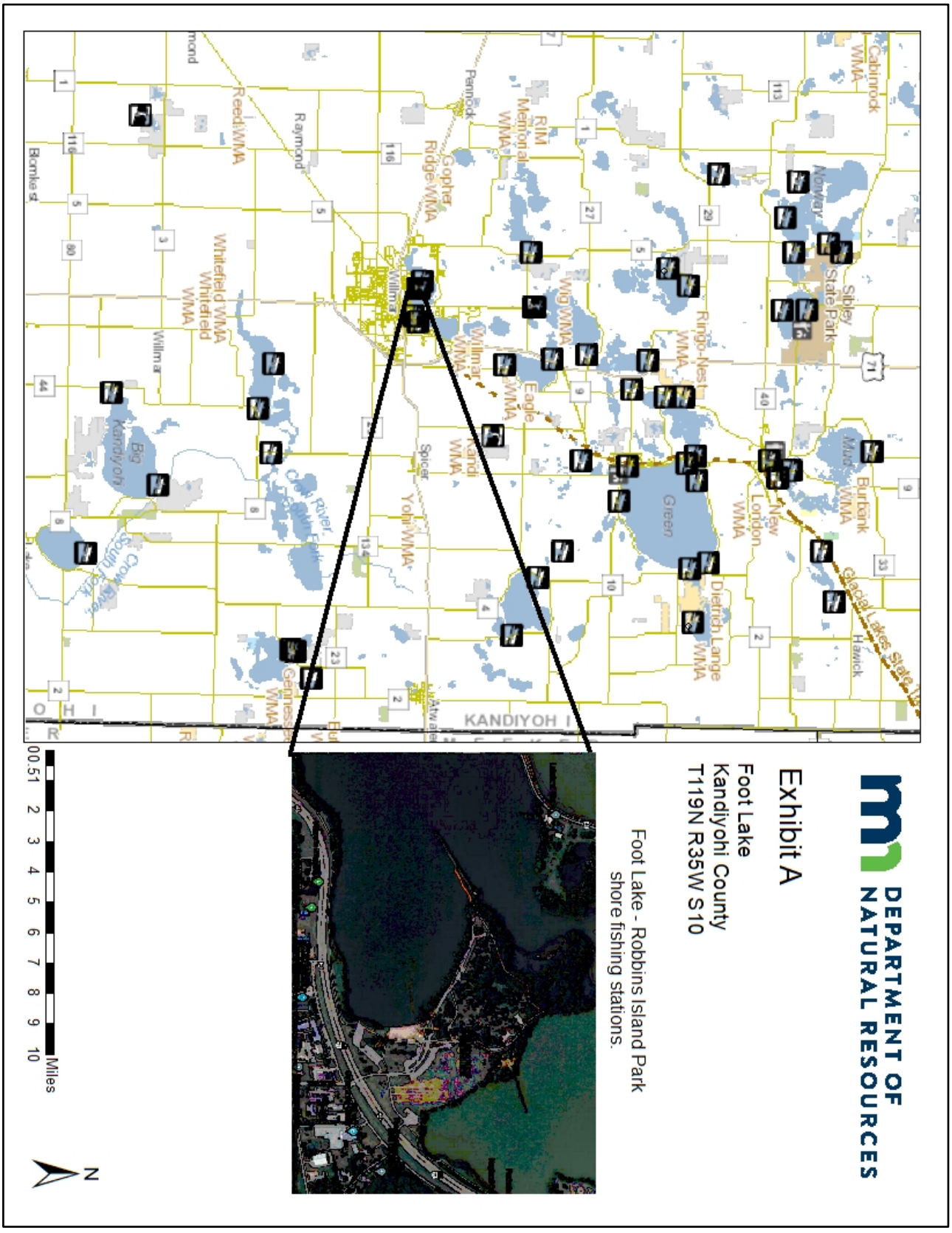
STATE ENCUMBERANCE VERIFICATION
Individual certifies that funds have been encumbered as req. by Minn. Stat. 16A.15 and 16C.05.

Signed:_____

Date: _____

Contract: _____

EXHIBIT A


DEPARTMENT OF NATURAL RESOURCES
Exhibit A
Foot Lake
Kandiyohi County
T119N R35W S10
Foot Lake - Robbins Island Park shore fishing stations.
KANDIYOH I
Sibley State Park
Norway
Burbank WMA
New London WMA
Dietrich Lange WMA
Ringo-Nest WMA
Eagle WMA
Willmar WMA
Kandi WMA
Yogi WMA
Spicer
Green
Foot
Big Kandiyoh
Cabinrock WMA
RIM Memorial WMA
Gopher Ridge WMA
Wig WMA
Reed WMA
Whitefield WMA
Whitefield
Raymond
Willmar
Pennock
Hawick
Glacial Lakes State
Crow River
South Fork
Crow River
Gennessee WMA
0 0.5 1 2 3 4 5 6 7 8 9 10 Miles
N

DEPARTMENT OF NATURAL RESOURCES

One Minnesota Budget

Approved "Get Out MORE" — Modernize Outdoor Recreation Experiences

Outdoor recreation is central to Minnesota's identity, fundamental to our economy, and essential for our health and quality of life. We have a once-in-a-generation opportunity to invest in renewing and evolving our outstanding, but aging, state outdoor recreation system. The transformative Get out MORE (Modernize Outdoor Recreation Experiences) investments, approved by the legislature and signed by Governor Walz, will help ensure Minnesotans of all abilities and interests enjoy a world-class recreation system, whatever outdoor experience they choose.

The Bureau of Economic Analysis estimates that outdoor recreation contributes more than $9.9 billion annually to Minnesota's economy and makes up 91,000 jobs (Outdoor Industry Association survey, 2022). The DNR provides enriching public outdoor recreation —such as hunting, fishing, wildlife-watching, camping, skiing, hiking, biking, off-highway vehicle riding—for Minnesotans of all ages and backgrounds. These opportunities depend on Minnesota's well-managed outdoor recreation system that includes state parks, recreation areas, trails, forests, wildlife and aquatic management areas, public water access sites and other facilities. However, many DNR-managed facilities are 60 to 90 years old. These facilities are showing their age, and in some cases are not designed for today's outdoor users.

The $149.9 million Get Out MORE investment centers on five key areas:

Enhancing Access and Welcoming New Users to Public Lands and Outdoor Recreation Facilities

Improving accessibility at DNR-managed facilities and public lands for people with disabilities also enhances the experience of other users. Improved road access and signage and rehabilitated state trails further improve Minnesotans' recreational experiences. A $35.4 million investment will support wide-ranging accessibility enhancements at state parks, recreation areas and wildlife management areas; provide accessible outdoor recreation equipment for use on state lands; improve parking lots, road access, and signage; and rehabilitate segments of the most used state trails.

Revitalizing Camping and Related Infrastructure

Much of Minnesota's camping and related outdoor recreation infrastructure was developed in the 1930s and 1960s and is not designed to meet the needs of today's visitors. Further, many of the wastewater and drinking water systems that support state campgrounds have reached the end of their useful life and need renewal and replacement. A $5 million investment will fund a campground modernization pilot project and $4.5 million will fund the highest priority wastewater system replacement.

Modernizing Boating Access

DNR-operated public water accesses need significant investment to make them accessible to all users, meet the needs of modern watercraft, improve protection of public waters from stormwater runoff and invasive species, and enhance climate resilience. A $35 million investment will allow DNR to renew and rehabilitate more than 100 public water accesses to serve anglers, boaters and paddlers across Minnesota.

Enhancing Fisheries and Fishing Infrastructure

Minnesota's renowned fishing opportunities are supported by fish hatcheries that are in critical need of renewal and modernization. A number of these hatcheries were constructed in the 1950s and are still operating with original equipment. The DNR also manages 360 shore fishing sites and fishing piers across the state. Many new anglers, families and children, and people with more limited economic resources rely on shore fishing facilities to access Minnesota's public waters. A $60 million investment will be used to modernize fish hatcheries, revitalize fishing piers, and add shore fishing opportunities where communities are currently underserved.

Restoring Streams and Modernizing Water-related Infrastructure to Support Outdoor Recreation

More intense rains are combining with changes in land use to cause more flooding and road washouts, degrade streambanks, and overwhelm water control structures. This impacts our fish, waterfowl and recreation opportunities. A $10 million investment will be used to replace culverts and bridges to improve stream ecology, remove or modify dams and restore habitat to enhance fish passage, and renovate other water control structures to address the impacts of climate change and support waterfowl production.

Minnesota is known for its unique outdoor recreation opportunities, but not all Minnesotans can experience those opportunities today. By building a more modern and inclusive outdoor recreation system, Minnesota can better serve current outdoor enthusiasts, connect even more people to the outdoors, and help ensure future generations will also benefit from time spent in our unparalleled natural places.

Category	General Fund	Capital Budget	Total Amount ($ in 000s)
Enhancing Access and Welcoming New Users to Public Lands and Outdoor Recreation Facilities	$25,000	$10,400	$35,400
Modernizing Camping and Related Infrastructure	$5,000	$4,500	$9,500
Modernizing Boating Access	$35,000		$35,000
Enhancing Fisheries and Fishing Infrastructure	$35,000	$25,000	$60,000
Restoring Streams and Modernize Water-related Infrastructure	$10,000		$10,000
Total	**$110,000**	**$39,900**	**$149,900**

Go to dnr.state.mn.us/aboutdnr/legislativeinfo for updates on these once-in-a-generation investments to Minnesota's outdoor recreation system as well as DNR's work on the FY 2024/25 biennial budget.

Get Out MORE

This document is to help inform you as the local unit of government what the process with the MN DNR is for entering into a cooperative agreement, resolutions, signatures and purchasing using the Get Out MORE funding from the legislature.

This project is funded by Get Out MORE (Modernize Outdoor Recreation Experiences), a historic, one-time investment of $149.9 million to help ensure Minnesotans of all abilities and interests enjoy a world-class recreation system, whichever outdoor experience they choose.

The investment centers on five key areas:

- Enhancing access and welcoming new users to public lands and outdoor recreation facilities
- Modernizing camping and related infrastructure
- Enhancing fisheries and fishing infrastructure
- Modernizing boating access
- Restoring streams and modernizing water-related infrastructure to support outdoor recreation

Get Out MORE investments were approved by the legislature and signed by Governor Tim Walz in 2023. To learn more about this special initiative, head to the Get Out MORE webpage of the DNR website (mndnr.gov/aboutdnr/get-out-more).

Process – Cooperative Agreement

1. Site selection and agreement on location for a fishing pier or shore fishing station(s).
2. Cooperative agreement drafted for review which defines the responsibilities of each party. The local unit of government will take on the responsibility of general maintainence of the pier or shore station(s) for a period of 20 years, keeping it in a condition that allows public use and accessibility. Assistance with major repairs or problems will be provided by the DNR as funding permits.
3. A resolution to enter into the agreement needs to be approved and signed by the local governing body and returned to Jim Levitt.
4. Minnesota DNR will include the resolution, a location map and the cooperative agreement into one document to be sent to the LGU for signature using DocuSign. Signatures typically would be the Mayor/Board Chairperson and the City/County Administrator. Providing the names and emails for these individuals ahead of time will help facilitate this process.
5. After DNR signatures are obtained a copy of the document will be sent to the LGU for your records.

Purchasing

1. No purchasing or entering into contracts can be made until after all signatures are on the cooperative agreement. DNR will notify the LGU when this occurs.
2. Purchasing the fishing pier or contracting for the work to install shore fishing stations can be completed by either the LGU or the DNR. Typically, if DNR is doing the purchasing it will take longer to work through our business office requirements.
3. If the LGU does the purchasing, receipts for work can be submitted and reimbursement from the Get Out MORE funding will be disbursed within 30 days. Receipts can be submitted as the work happens or purchases are made, there is not a need to wait until 100% completion of the project. Receipts should be sent to Jim Levitt at jim.levitt@state.mn.us unless directed otherwise.

Installation

1. Depending on the scope of the project, permits will be needed for working at the lakeshore and should be coordinated with the appropriate entities.
2. Local DNR Parks and Trails staff have installed and worked on shore fishing sties and public water accesses and can be a great resource for helping with the fishing pier or shore fishing stations. They are able to assist with the initial installation of the pier and should be contacted ahead of time to coordinate with their schedule and availability.

95-911-0920
CITY OF WILLMAR
Willmar
Willmar Lake
1130 GD

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	11.F.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Jared Voge, City Engineer
Item:	Receive 2025 & 2026 Preliminary Engineering Report, Call for 2025 Improvement Hearing		

RECOMMENDED ACTION:
Adopt the resolution receiving the 2025 and 2026 Preliminary Engineering Report and calling for the 2025 Improvement Hearing on November 4, 2024.

OVERVIEW:
In accordance with Chapter 429 of Minnesota State Statute, an Improvement Report is required to be formally received for the 2025 and 2026 improvement projects and an Improvement Hearing required to be ordered by the City Council for the 2025 improvement projects. The hearing explains the proposed improvements and allows public comments to be received on projects to be assessed. The list of streets and other proposed projects to be assessed for 2025 has been prepared, and the report explains the proposed improvements and estimated costs.

BUDGETARY/FISCAL ISSUES:
Sources of funding for the Improvement Projects includes monies from the Willmar Municipal Utilities, assessments, Local Option Sales Tax, Wastewater, grant funds, and state aid funds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. RESOLUTION REC. PREL. RPT. CALL FOR IMP. HRG. 2025
2. Willmar 2025-2026 Projects Preliminary Engineering Report - Report & Appendix A
3. Willmar 2025-2026 Projects Preliminary Engineering Report - Appendix B

RESOLUTION NO._____

RECEIVING 2025 & 2026 PRELIMINARY REPORT AND CALLING PUBLIC HEARING ON YEAR 2025 IMPROVEMENT PROJECTS

Motion By:_____ Second By:_____

WHEREAS:

1. The City Council deems it necessary and expedient that the City of Willmar, Minnesota, construct certain improvements to-wit: grading, gravel base, bituminous paving, curb and gutter, sidewalk, sanitary sewer, and water main in the City as described in and in accordance with the preliminary plans and report prepared by the City Engineer.

2. The Council has been advised by the City Engineer that said Year 2025 and 2026 Improvement Projects contained in the Preliminary Report are feasible and should best be made as proposed, and the City Engineer's report to this effect has heretofore been received by the Council, and filed with the Clerk; and

3. The statute provides that no such improvements shall be made until the Council shall have held a public hearing on such 2025 improvements following mailed notice and two publications thereof in the official newspaper stating time and place of the hearing, the general nature of the improvement, the estimated costs thereof and the area proposed to be assessed, in accordance with the law;

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

1. A public hearing will be held at the time and place set forth in the Notice of Hearing hereto attached to consider said proposed improvements.

2. The nature of the improvements, the estimated cost of each major portion thereof, and the areas proposed to be assessed therefore are described in the form of Notice of Hearing hereto attached.

3. The notice of said public hearing shall be in substantially the form contained in the notice hereto attached.

4. The Clerk is hereby authorized and directed to cause notice of said hearing to be given two publications in the official newspaper. Said publications shall be one week apart, and at least three days shall elapse between the last publication and the hearing. Not less than ten days before the hearing the Clerk shall mail notice of the hearing to the owner of each parcel of land within the area proposed to be assessed as described in the notice. For the purpose of giving such mailed notice, owners shall be those shown to be such on the records of the County Auditor or, if the tax statements in the County are mailed by the County Treasurer, on the records of the County Treasurer. As to properties not listed on the records of the County Auditor or the County Treasurer, the Clerk shall ascertain such ownership by any practicable means and give mailed notice to such owners.

Dated this 7th day of October, 2024

_____
Mayor

Attest:

_____
City Clerk

2025 & 2026 Construction Projects

Preliminary Engineering Report

City of Willmar

Submitted by:
Bolton & Menk, Inc.
2040 Highway 12 East
Willmar, MN 56201
P: 320-231-3956
F: 320-231-9710

Real People. Real Solutions.

Certification

Preliminary Engineering Report

For

2025 & 2026 Construction Projects

City of Willmar, Minnesota

September 30, 2024

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: _____

Jared Voge, P.E.
License No. 45063

Date: September 25, 2024

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I. PROJECT INTRODUCTION

A. PURPOSE

The City of Willmar has completed a number of projects in the past to improve deteriorated infrastructure throughout the City. The City has a continued need to improve other areas with deficient infrastructure, which have been identified and prioritized as part of the Capital Improvement Plan (CIP). This report has been prepared to discuss proposed infrastructure improvement projects planned for construction in 2025 and 2026.

B. SCOPE

The location of the proposed 2025 and 2026 construction projects are shown on several figures attached to this report, located in ***Appendix B (Under Separate Cover)***. The locations of the proposed improvements are shown on ***Figures 1, 2, and 14***. The project includes improvements to the sanitary sewer, watermain, storm sewer, streets, and paths. The proposed improvements are along the following streets:

2025 Reconstruction Areas:

City Project No.	Location
2501-A	**Street & Utility Improvement Project** - 20th Street SE
2501-B	**Street & Utility Improvement Project** - 4th Street SW

2025 Overlay Areas (City):

City Project No.	Location
2503-A	**Mill/Reclaim & Overlay and Path Improvement Project** - Transportation Road - Arena Drive - Boulder Point/Welshire Areas
2503-B	**Mill/Reclaim & Overlay Improvement Project** - Eagles Landing/Fairway Park Areas - Valley Brook/Glacial Valley Areas - Ortenblad Area
2503-C	**Reclaim & Overlay Improvement Project** - Technology Drive
2503-D	**Mill & Overlay and ADA Improvement Project** - Business Highway 71

2025 Overlay Areas (County):

2503-E	**Mill & Overlay Improvement Project** - 7th Street NW (County Road 41) - 15th Avenue NW (County Road 24)

2025 Path Improvements:

City Project No.	Location
2504-B	**Path Improvement Project** - Lakeland Drive

2025 Seal Coat Improvements:

City Project No.	Location
2508	**2025 Seal Coat Improvement Project** (See ***Figure 1*** for all streets in project area)

2026 Reconstruction Areas:

City Project No.	Location
2601-A	**Street & Utility Improvement Project** - College View Area
2601-B	**Street & Utility Improvement Project** - 16th Street SW

2026 Overlay Areas (City):

City Project No.	Location
2603-A	**Mill & Overlay Improvement Project** - Industrial Drive SW - Trott Avenue SE
2603-B	**Reclaim & Overlay Improvement Project** - West Portland Acres/Prairie View North Area - Pleasant View/Dana Heights Area

2026 Seal Coat Improvements:

City Project No.	Location
2608	**2026 Seal Coat Improvement Project** (See ***Figure 14*** for all streets in project area)

II. EXISTING CONDITIONS

Specific information regarding utility age based on City records is not available for all project areas. Based on field investigations, utilities range in age from approximately 30 years to 90 years.

A. SANITARY SEWER

The existing sanitary sewer within the proposed project area is shown on ***Figures 6, 9, 16, and 19***. The following is a summary of the existing sanitary sewer in each reconstruction area:

1. 2501-A: 20th Street SE Improvement Project ***(Figure 6)***

The sanitary sewer on 20th Street SE consists of 8-inch Vitrified Clay Pipe (VCP) with block and mortar manholes constructed in the 1960's. Sewage is conveyed south to a

manhole near the intersection of 20th Street SE and Trunk Highway 12, where it is then conveyed west through 8-inch VCP out of the project area.

2. 2501-B: 4th Street SW Improvement Project ***(Figure 9)***

   The sanitary sewer in the south five blocks of 4th Street SW between Willmar Avenue and Kandiyohi Avenue consists of 8-inch, 15-inch, and 21-inch VCP with block/brick and mortar manholes constructed in the 1930's. The sanitary sewer in the north three blocks from Kandiyohi Avenue to Trott Avenue consists of 12-inch Polyvinyl Chloride (PVC) with precast concrete manholes constructed in the 1970's.

   Sewage from the north seven blocks is conveyed to Robbins Avenue where it is then conveyed east through 21-inch VCP out of the project area. Sewage from the south block is conveyed to Willmar Avenue where it is then conveyed east through 15-inch VCP out of the project area

   The sanitary sewer within the south block includes two parallel mains due to an elevation conflict with the trunk storm sewer.

3. 2601-A: College View Area Improvement Project ***(Figure 16)***

   The sanitary sewer in the College View Area consists of 8-inch VCP with precast concrete manholes constructed in the 1970's. The sanitary sewer on 24th Street NW consists of 8-inch PVC with precast concrete manholes constructed in the 1960's.

   The sewage throughout the College View Area is conveyed to the intersection of 12th Avenue NW and County Road 5, where it is then conveyed south through 8-inch VCP out of the project area.

   The sewage from 24th Street NW is conveyed south to 11th Avenue NW where it is then conveyed east through 8-inch PVC out of the project area.

4. 2601-B: 16th Street SW Improvement Project ***(Figure 19)***

   The sanitary sewer in the south five blocks of 16th Street SW from Willmar Avenue to Minnesota Avenue consists of 8-inch VCP with block and mortar manholes constructed in the 1950's. The sanitary sewer in the north block from Minnesota Avenue to Trott Avenue consists of 8-inch PVC with precast concrete manholes constructed in the 1990's.

   Sewage from the north 2 blocks is conveyed north to Trott Avenue where it is then conveyed east through 8-inch PVC out of the project area. Sewage flow within the south four blocks is split at a highpoint manhole that is located approximately one block south of Monongalia Avenue. Sewage from this manhole is conveyed north and south to Monongalia Avenue and Willmar Avenue respectively, where it is then conveyed east through 8-inch VCP out of the project area at each intersection.

Aged Vitrified Clay Pipe (VCP) is prone to groundwater infiltration, sags, root intrusion, pipe deterioration, and sewer backups. Sanitary sewer manholes constructed of block/brick and mortar are also prone to infiltration and structural failure. Due to its age and condition, the sewer collection system should be replaced.

B. WATERMAIN

The existing watermain within the proposed project area is shown on ***Figures 7, 10, 17, and 20***. The following is a summary of the water distribution system in each reconstruction area:

1. 2501-A: 20th Street SE Improvement Project ***(Figure 7)***

   The watermain on 20th Street consists of 6-inch Cast Iron Pipe (CIP) constructed in the 1960's.

2. 2501-B: 4th Street SW Improvement Project ***(Figure 10)***

   The watermain in the south five blocks of 4th Street SW between Willmar Avenue and Kandiyohi Avenue consists of 4-inch CIP constructed in the 1930's. The watermain in the north three blocks from Kandiyohi Avenue to Trott Avenue consists of 12-inch Ductile Iron Pipe (DIP) constructed in the 1970's.

3. 2601-A: College View Area Improvement Project ***(Figure 17)***

   The watermain in the College View Area consists of 6-inch and 8-inch CIP constructed in the 1970's.

   The watermain along 24th St NW consists of 8-inch CIP constructed in the 1960's.

4. 2601-B: 16th Street SW Improvement Project ***(Figure 20)***

   The watermain on 16th Street SW consists of 4-inch and 6-inch CIP constructed in the 1960's.

Cast Iron watermains have a tendency to corrode and deteriorate over time, leading to diminished water quality and an increased risk of breaks. The majority of the watermains throughout the project areas are undersized compared to today's standards, have experienced numerous pipe breaks, and are generally in poor condition. Due to its age and condition, the water distribution system should be replaced.

C. STORM SEWER

The existing storm sewer within the proposed project area is shown on ***Figures 8, 11, 12, 18, and 21***. The current drainage system consists of concrete curb and gutter for storm water conveyance to catch basins, manholes, and storm pipe throughout the project areas. The existing drainage systems throughout the project areas are inadequate and most of the streets currently rely on extended lengths of overland drainage. The following is a summary of the existing storm sewer in each reconstruction area:

1. 2501-A: 20th Street SE Improvement Project ***(Figure 8)***

   The storm sewer on 20th Street SE consists of Corrugated Metal Pipe (CMP) and Reinforced Concrete Pipe (RCP) with block and mortar structures constructed in the 1980's. Stormwater is conveyed through the storm sewer system and outfalls to the Trunk Highway 12 ditch where it is then conveyed west out of the project area.

2. 2501-B: 4th Street SW Improvement Project ***(Figure 11)***

   The storm sewer on 4th Street SW consists of 15-inch to 18-inch VCP, 24-inch to 30-inch RCP, and 4-feet by 3-feet concrete box piping with brick and mortar catch basins and manholes constructed in the 1920's and 1930's.

   The stormwater along 4th Street SW is collected into catch basins at intersecting streets and mid-block locations. The storm sewer pipe size increases in size from north to south. The stormwater is conveyed through a 4-feet wide by 3-feet tall concrete box pipe from Robbins Avenue to Willmar Avenue where the stormwater is then conveyed east through 48-inch RCP out of the project area.

3. 2503-A: Overlay Improvement Project ***(Figure 12)***

   Staff have investigated a drainage concern at a low point along 19th Street SE north of 7th Avenue SE. The grates on the catch basins located at the low point do not have curb box openings. Under heavy rain events the existing catch basin grates have a tendency to get plugged from grass clippings, leaves, and twigs, which causes flooding to occur in the street and yards. In addition, failing storm sewer piping and structures located in the boulevards near these catch basins have caused a sinkhole to form under private utilities including a Willmar Municipal Utilities transformer.

4. 2503-B: Overlay Improvement Project ***(Figure 12)***

   Under heavy rain events, the storm sewer system along Eagle Ridge Drive W has a tendency to surcharge at a low point south of 34th Avenue NE. This causes flooding of the street and yards to occur. As the water overtops the curb and gutter, it flows into the wetland to the west at a rate that scours the turf causing erosion of the soil. Public works staff have made several repairs to the erosion in this location; however, the erosion has persisted and requires continued maintenance.

5. 2601-A: College View Area Improvement Project ***(Figure 18)***

   The storm sewer in the College View Area and 24th Street NW consists of 12-inch to 18-inch RCP and block and mortar manholes and catch basins constructed in the 1970's. The stormwater is collected into catch basins at intersecting streets and mid-block locations where it is then conveyed out of the project area through the storm sewer system along 15th Avenue/County Road 24 and the ditch along the east side of 30th Street/County Road 5.

6. 2601-B: 16th Street SW Improvement Project ***(Figure 21)***

   The storm sewer on 16th Street SW consists of 8-inch to 12-inch VCP and RCP and block and mortar manholes and catch basins constructed in the 1950's. The stormwater is collected into catch basins at intersecting streets where it is conveyed east out of the project area at Trott Avenue, Monongalia Avenue, and Willmar Avenue.

   A back yard storm sewer exists on the south end of 16th Street SW. Drainage for this back yard storm sewer will be maintained with the project.

   Staff have discussed a drainage concern regarding stormwater ponding in the street and yards at the north end of 16th Street SW.

Aged concrete pipe and VCP are prone to pipe deterioration. Storm sewer manholes constructed of block/brick and mortar are also prone to structural failure. Due to its age and condition, the storm sewer collection system should be replaced.

D. STREETS

The streets within the proposed reconstruction areas are shown on ***Figures 1, 2, and 14***, and are bituminous surfaced roadways with concrete curb and gutter. The existing bituminous surfacing is deteriorated and exhibits significant cracking, potholes, and settlements. The street widths vary from approximately 30 feet to 52 feet and are shown on ***Figures 3 and 15***. Generally, the streets in the reconstruction areas are in poor condition. Sidewalk exists within a few of the project areas and the locations are shown on ***Figures 4 and 5***.

E. OVERLAY AREAS

1. Mill/Reclaim & Overlay and Path Improvement Projects (City) ***(2503-A, 2503-B, 2503-C, 2503-D, 2603-A, 2603-B)***

   The streets within the proposed mill/reclaim and overlay areas are shown on ***Figures 1, 2, and 14***, and are bituminous surfaced roadways with concrete curb and gutter. The streets identified for mill and overlay exhibit cracks within the bituminous wearing surface; however, the concrete curb and gutter is generally in adequate condition with minor settlements present.

   The streets identified for reclaim and overlay are showing signs of a failing pavement section and exhibit excessive block cracking and settlements within the bituminous surface which has exceeded its useful life. The concrete curb and gutter and sidewalks within these areas exhibit isolated areas that have settled and/or are structurally compromised. Various streets within the reclaim and overlay area have subsurface drain pipes that exist under the street section in front of the curb lip. Shallow pipes under the pavement section can lead to heaving of the pavement over time. To avoid this, current engineering standards include installation of subsurface drain pipes under the boulevard areas behind the back of curb.

   City records indicate the southern extents of Transportation Road has adequate base material but is showing signs of failing pavement due to age.

2. Mill & Overlay Improvement Project (County) ***(2503-E)***

   The streets within Kandiyohi County's proposed mill and overlay areas are shown on ***Figures 1 and 2***.

F. PATHS

The paths proposed for improvement are shown on ***Figures 1, 2, and 4***. The following is a summary of the existing paths within the project area:

1. 2503-A: Transportation Road Mill & Overlay ***(Figure 4)***

   A bituminous path exists between the Civic Center and the artificial turf fields and connects the trail head to the existing path along Transportation Drive. Planned future improvements include the removal of this connection.

2. 2504-B: Lakeland Avenue Path ***(Figure 4)***

   The existing walkway for Lakeland Avenue from Trunk Highway 12 to Civic Center Drive NE consists of intermittent segments of five-foot wide concrete walk. The existing sidewalk is located on the west side from Trunk Highway 12 the railroad crossing, and then starts on the east side of Lakeland Drive from Lower Trentwood Circle to Civic Center Drive NE. On-street bicycle trails exist on the east and west roadway shoulders of Lakeland Drive; however, due to safety concerns, Council has requested the feasibility of constructing a separate bituminous path along Lakeland Drive from Trunk Highway 12 to Civic Center Drive be investigated.

G. SEAL COAT

Several streets have been identified to be crack sealed and seal coated in 2025 and 2026 as part of the City's preventative street maintenance plan. The pavement on these streets is in overall good condition with some surface cracks present. The streets within the proposed crack seal and seal coat areas are shown on ***Figures 1 and 14***.

1. 2508: Seal Coat Improvements ***(Figure 1)***

   The streets identified for crack seal and seal coat in 2025 include Trott Avenue SW, Kandiyohi Avenue SW, 6th Street SW, 14th Street SW, Carolina Avenue SW, 16th Street SW, 17th Street SW, and 13th Avenue SW.

2. 2608: Seal Coat Improvements ***(Figure 14)***

   The streets identified for crack seal and seal coat in 2026 include 2nd Street SE, 6th Street SE, Bernard Street SE, Anthony Street SE, Ferring Street SE, 13th Street SE, 14th Street SE, 15th Street SE, 16th Street SE, and Elizabeth Avenue SE.

III. PROPOSED IMPROVEMENTS

A. SANITARY SEWER IMPROVEMENTS

The proposed sanitary sewer improvements are shown on ***Figures 6, 9, 16, and 19***. The sanitary sewer mains are proposed to be removed and replaced with new 8-inch, 12-inch, 15-inch, and 21-inch PVC piping. Sanitary sewer services are planned to be removed and replaced with 4-inch PVC service pipe from the new main to the right of way line. The improvements will also include new precast concrete manholes. Newer pipe and manholes that have been recently installed and are in good condition will remain in place wherever possible. The new sanitary sewer system is planned to be constructed in the same general location where it currently exists, except that the parallel mains on the south side of 4th Street will be evaluated during design and will be consolidated to one main if feasible.

B. WATERMAIN IMPROVEMENTS

The proposed watermain improvements are shown on ***Figures 7, 10, 17, and 20***. The proposed watermain improvements include replacing the deteriorating watermain with new 8-inch and 12-inch PVC pipe, along with new valves and hydrants. Water services will be removed and replaced from the new main to the right-of-way, where new curb stops will be installed. The watermain will be replaced in the same general locations where it currently exists.

C. STORM SEWER IMPROVEMENTS

The proposed storm sewer improvements are shown on ***Figures 8, 11, 12, 18, and 21***. New RCP storm sewer is planned to extend throughout the project areas. Catch basins are planned at most intersections to improve the drainage. The storm sewer will be replaced close to the same locations that it currently exists, and additional storm sewer has been proposed to reduce the amount of overland drainage. Drainage improvements will continue to be investigated during design and will be incorporated into the project as feasible.

The 4-feet wide by 3-feet tall concrete box storm sewer located on 4th Street SW between Robbins Avenue and Willmar Avenue is proposed to be replaced with 48-inch RCP.

To address the flooding on 19th Street SE, the existing castings will be replaced with castings with curb box openings and an additional catch basin is planned to be constructed to provide additional inlet capacity into the storm sewer system. The failing storm sewer piping and structures will be replaced to eliminate the sinkhole within the boulevard area.

On Eagle Ridge Drive W, an emergency overflow pipe is planned to be constructed from west catch basin into the wetland to the west. This will help reduce the erosion in this location reducing the amount of stormwater overtopping the road.

Due to existing drainage concerns within the storm sewer system downstream from the 16th Street SW project area, the construction of a stormwater treatment pond in Minnegasco Park for stormwater rate control will be evaluated during design and improvements will be made as feasible.

D. STREET IMPROVEMENTS

The proposed street improvements are shown on ***Figures 1, 2, and 14***. The existing street surface and base material will be removed and excavated in order to install new utilities. Most streets are planned to be reconstructed to a similar alignment and grade as the existing streets. The proposed street reconstruction improvements consist of constructing new urban sections that include bituminous surface and concrete curb and gutter. A map of the proposed street widths are identified on ***Figures 3 and 15*** and the proposed typical sections are shown on ***Figures 13 and 22***. Aggregate base, granular sub-base, and edge drain will be constructed under all reconstructed streets. Sidewalk is planned to be replaced in the same locations where it currently exists shown on ***Figures 4 and 5***. Concrete aprons are planned at all driveways. Driveway replacement beyond the concrete apron will be concrete, bituminous, or gravel to match the existing driveway material. Private sidewalks encountered will be replaced as necessary to construct the improvements. Boulevard trees will be removed as necessary to construct the new streets. Boulevards will be graded as necessary to facilitate drainage and restored with topsoil and seed.

E. OVERLAY AREAS

The streets identified for overlay are shown on ***Figures 1, 2, and 14***. The construction on the streets identified for mill and overlay will include grinding and removing the top course of bituminous pavement from the existing street surface and paving a new course of bituminous pavement in its place.

The streets identified for reclaim and overlay currently have insufficient base material. The construction for these areas will consist of grinding the existing bituminous pavement and aggregate base together to create a recycled aggregate material known as “reclaim.” The reclaim material will be salvaged and a portion of the subgrade will be excavated to make room for a thicker aggregate base section. The salvaged reclaim material will be installed and will be capped with new aggregate base, which will be shaped, compacted, and new bituminous pavement will be constructed. Shallow subsurface drain pipes that are causing heaving of the pavement section will be removed, and will be replaced as feasible.

On the southern extent of Transportation Road that has failing pavement containing adequate base material, construction will consist of pavement removal, shaping and compacting of the existing aggregate base, and construction of new bituminous pavement.

In all areas identified for overlay, existing curb and gutter will remain in-place except in isolated locations it may be replaced to create positive drainage to the existing drainage system and in areas where the curb and gutter show signs of deterioration or damage. Similarly, existing sidewalk will remain in-place except it may be replaced in areas that show signs of deterioration, damage, or non-compliance with the Americans with Disabilities Act (ADA) requirements.

The typical overlay street sections are shown on ***Figures 13 and 22***.

F. PATH IMPROVEMENTS

The path improvements are shown on ***Figures 1, 2 and 4***. The typical path section is shown on ***Figure 13***. The following is a summary of the proposed improvements to paths within the project area:

1. 2503-A: Transportation Road Mill & Overlay ***(Figure 4)***

   A new bituminous path is proposed to be constructed with the project to maintain the connection of the trail head with the existing path on Transportation Road. The new path is planned to be located on the east side of Transportation Road and will provide a connection from the existing path on Transportation Road to the existing path along Civic Center Drive.

2. 2504-B: Lakeland Avenue Path ***(Figure 4)***

   A bituminous path along Lakeland Drive from Trunk Highway 12 to Civic Center Drive has been included with this report for consideration. The path would replace the existing concrete sidewalk and connect the existing path at Trunk Highway 12 and the existing path at Civic Center Drive. New ADA compliant concrete pedestrian ramps would be constructed at all street crossings.

G. SEAL COAT IMPROVMENTS

The seal coat improvements for the 2025 areas are shown on ***Figures 1 and 2***. The seal coat improvements for the 2026 areas are shown on ***Figure 14***. The seal coat improvements will consist of routing and sealing surface cracks and installing a spray-application of bituminous seal coat material with a fine aggregate. Excess aggregate is then swept up and is followed by the installation of a final spray application of bituminous fog seal material to seal the aggregate in place, provide a smoother ride, and minimize tracking and aggregate discharge onto adjacent yards and driveways. This treatment extends the pavement surface life by minimizing the effects of the sun and weather on the existing bituminous material and re-establishing a wearing surface with a desired level of friction. This approach will not prevent ultimate pavement failure due to age or poor sub-grade conditions. The life expectancy of a seal coat is approximately five to seven years, but often times it is extended eight to ten years.

H. LOW SALT

In the interest of reducing the use of chloride based deicing salts during winter maintenance, low salt design considerations and techniques will be evaluated and implemented into the design where feasible.

IV. PERMITS

The following permits will need to be acquired during final design prior to construction:

1. Minnesota Department of Health (MDH) – Watermain Replacement
2. National Pollutant Discharge Elimination System (NPDES) – Construction Stormwater
3. Kandiyohi County – Work within a County Highway Right-Of-Way
4. MnDOT – Utility Accommodation on Trunk Highway Right-of-Way

V. ESTIMATED COSTS

A preliminary quantity and cost estimates for the project areas are included in ***Appendix A***. The costs identified are based on the present value of projects similar in nature and are subject to change. A contingency factor has been included to account for construction items not included and variances in unit prices. Also included are estimated engineering, administration, and legal costs. The following tables summarize the estimated project costs.

Table 1: Estimated Project Costs - 2025	
Project	Estimated Costs
2501-A: 20th Street SE Improvement Project	$ 563,400.00
2501-B: 4th Street SW Improvement Project	$ 5,823,400.00
2503-A: Mill/Reclaim & Overlay & Path Improvement Project	$ 3,236,800.00
2503-B: Mill/Reclaim & Overlay Improvement Project	$ 2,316,700.00
2503-C: Reclaim & Overlay Improvement Project	$ 569,800.00
2503-D: Mill & Overlay/ADA Improvement Project	$ 2,933,100.00
2503-E: Mill & Overlay Improvement Project (County)	$ 368,200.00
2504-B: Path Improvement Project	$ 732,800.00
2508: 2025 Seal Coat Improvement Project	$ 334,100.00
Total	**$ 16,878,300.00**

Table 2: Cost Summary - 2025	
Item	Total
Street Reconstruction	$ 3,317,300.00
Storm Sewer	$ 1,053,900.00
Sanitary Sewer	$ 1,283,300.00
Watermain	$ 1,100,500.00
Overlay (City)	$ 9,056,400.00
Paths	$ 732,800.00
Seal Coat	$ 334,100.00
Total	**$ 16,878,300.00**

Table 3: Cost Summary By Project - 2025								
Project	Street Recon	Storm Sewer	Sanitary Sewer	Watermain	Overlay	Paths	Seal Coat	Total
2501-A	$252,200.00	$111,800.00	$90,900.00	$108,500.00				$563,400.00
2501-B	$2,777,600.00	$902,400.00	$1,167,500.00	$975,900.00				$5,823,400.00
2503-A					$3,236,800.00			$3,236,800.00
2503-B					$2,316,700.00			$2,316,700.00
2503-C					$569,800.00			$569,800.00
2503-D					$2,933,100.00			$2,933,100.00
2503-E	$287,500.00	$39,700.00	$24,900.00	$16,100.00				$368,200.00
2504-B						$732,800.00		$732,800.00
2508							$334,100.00	$334,100.00
Total	**$3,317,300.00**	**$1,053,900.00**	**$1,283,300.00**	**$1,100,500.00**	**$9,056,400.00**	**$732,800.00**	**$334,100.00**	**$16,878,300.00**

Table 4: Estimated Project Costs - 2026	
Project	Estimated Costs
2601-A: College View Area Improvement Project	$ 7,001,500.00
2601-B: 16th Street SW Improvement Project	$ 2,833,700.00
2603-A: Mill/Reclaim & Overlay Improvement Project	$ 1,104,000.00
2603-B: Mill/Reclaim & Overlay Improvement Project	$ 3,139,000.00
2608: 2026 Seal Coat Improvement Project	$ 235,000.00
Total	**$ 14,313,200.00**

Table 5: Cost Summary - 2026	
Item	Total
Street Reconstruction	$ 4,877,400.00
Storm Sewer	$ 857,900.00
Sanitary Sewer	$ 1,801,500.00
Watermain	$ 2,298,400.00
Overlay (City)	$ 4,243,000.00
Seal Coat	$ 235,000.00
Total	**$ 14,313,200.00**

Table 6: Cost Summary By Project - 2026							
Project	Street Recon	Storm Sewer	Sanitary Sewer	Watermain	Overlay	Seal Coat	Total
2601-A	$3,478,600.00	$525,300.00	$1,318,800.00	$1,678,800.00			$7,001,500.00
2601-B	$1,398,800.00	$332,600.00	$482,700.00	$619,600.00			$2,833,700.00
2603-A					$1,104,000.00		$1,104,000.00
2603-B					$3,139,000.00		$3,139,000.00
2608						$235,000.00	$235,000.00
Total	**$4,877,400.00**	**$857,900.00**	**$1,801,500.00**	**$2,298,400.00**	**$4,243,000.00**	**$235,000.00**	**$14,313,200.00**

VI. FUNDING

The project costs will be assessed to the benefitting properties and will follow the Minnesota State Statute Chapter 429 process. The tables below summarize the potential funding sources:

Table 7: Funding Sources - 2025							
Project	Assessments	State Aid Participation	Grant	MUC	Waste Water	LOST	City
2501-A	$70,300.00			$76,100.00	$90,900.00		$326,100.00
2501-B	$694,200.00			$844,400.00	$1,167,500.00		$3,117,300.00
2503-A	$958,800.00						$2,278,000.00
2503-B	$878,000.00						$1,438,700.00
2503-C	$316,600.00	$569,800.00					$(316,600.00)
2503-D			$1,500,000.00				$1,433,100.00
2503-E	$599,300.00						$(231,100.00)
2504-B							$732,800.00
2508							$334,100.00
Subtotal	**$3,517,200.00**	**$569,800.00**	**$1,500,000.00**	**$920,500.00**	**$1,258,400.00**	**$0.00**	**$9,112,400.00**
2025 Total	**$16,878,300.00**						

Table 8: Funding Sources - 2026							
Project	Assessments	State Aid Participation	Grant	MUC	Waste Water	LOST	City
2601-A	$1,630,600.00			$1,373,100.00	$1,318,800.00	$87,300.00	$2,591,700.00
2601-B	$566,800.00			$542,600.00	$482,700.00	$84,200.00	$1,157,400.00
2603-A	$476,500.00						$627,500.00
2603-B	$1,414,800.00						$1,724,200.00
2608							$235,000.00
Subtotal	**$4,088,700.00**	**$0.00**	**$0.00**	**$1,915,700.00**	**$1,801,500.00**	**$171,500.00**	**$6,335,800.00**
2026 Total	**$14,313,200.00**						

VII. CONCLUSION & IMPLEMENTATION SCHEDULE

A. CONCLUSION

The proposed improvements are necessary, cost-effective, and feasible from an engineering perspective. Bolton & Menk, Inc. recommends that, if these improvements are determined to be financially feasible, they be constructed as proposed and the City Council call for a Public Improvement Hearing. Of the improvement project areas, City Staff recommends that the projects be prioritized as shown in the table below:

Table 9: Prioritization of 2025 Projects

Priority	Project	Estimated Costs
1	2503-E: Mill & Overlay Improvement Project (County)	$368,200.00
2	2503-D: Mill & Overlay and ADA Improvement Project	$2,933,100.00
3	2508: 2025 Seal Coat Improvement Project	$334,100.00
4	2501-A: 20th Street SE Improvement Project	$563,400.00
5	2501-B: 4th Street SW Improvement Project	$5,823,400.00
6	2503-A: Mill/Reclaim & Overlay and Path Improvement Project	$3,236,800.00
7	2503-B: Mill/Reclaim & Overlay Improvement Project	$2,316,700.00
8	2504-B: Path Improvement Project	$732,800.00
9	2503-C: Reclaim & Overlay Improvement Project	$569,800.00
	Total	**$16,878,300.00**

Table 10: Prioritization of 2026 Projects

Priority	Project	Estimated Costs
1	2608: 2026 Seal Coat Improvement Project	$235,000.00
2	2601-A: College View Area Improvement Project	$7,001,500.00
3	2603-A: Mill & Overlay Improvement Project	$1,104,000.00
4	2601-B: 16th Street SW Improvement Project	$2,833,700.00
5	2603-B: Reclaim & Overlay Improvement Project	$3,139,000.00
	Total	**$14,313,200.00**

B. IMPLEMENTATION SCHEDULE

A summary of the proposed schedule is identified below:

Table 11: Proposed Implementation Schedule – 2025 Projects	
Item	**Completion Date**
Present Preliminary Engineering Report	October 7, 2024
Open House	October 23, 2024
Conduct Public Improvement Hearing & Order Plans and Specifications	November 4, 2024
Approve Plans and Specifications & Authorize Advertisement for Bid	February 2025
Bid Opening	March 2025
Accept Bids & Award Contract	April 2025
Assessment Hearing / Adopt Final Assessment Roll	August 2025
Construction	May 2025 – October 2025

Table 12: Proposed Implementation Schedule – 2026 Projects	
Item	**Completion Date**
Present Preliminary Engineering Report	October 7, 2024
Open House	November 2025
Conduct Public Improvement Hearing & Order Plans and Specifications	December 2025
Approve Plans and Specifications & Authorize Advertisement for Bid	February 2026
Bid Opening	March 2026
Accept Bids & Award Contract	April 2026
Assessment Hearing / Adopt Final Assessment Roll	August 2026
Construction	May 2026 – October 2026

Appendix A: Preliminary Cost Estimates

ENGINEER'S PRELIMINARY ESTIMATE

20TH STREET SE IMPROVEMENT PROJECT
CITY PROJECT NO. 2501-A
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
Real People. Real Solutions.

SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Street & Restoration					
1	MOBILIZATION	0.46	LUMP SUM	$40,000.00	$18,400.00
2	CLEARING	7	TREE	$350.00	$2,450.00
3	GRUBBING	7	TREE	$350.00	$2,450.00
4	SALVAGE SIGN	2	EACH	$75.00	$150.00
5	REMOVE CURB AND GUTTER	700	LIN FT	$5.00	$3,500.00
6	REMOVE BITUMINOUS PAVEMENT	1,150	SQ YD	$4.00	$4,600.00
7	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	178	SQ YD	$15.00	$2,670.00
8	COMMON EXCAVATION (P)	1,460	CU YD	$18.00	$26,280.00
9	SUBGRADE EXCAVATION (EV)	90	CU YD	$22.00	$1,980.00
10	SELECT GRANULAR BORROW (CV)	834	CU YD	$25.00	$20,850.00
11	GEOTEXTILE FABRIC TYPE V	2,500	SQ YD	$3.00	$7,500.00
12	AGGREGATE BASE (CV) CLASS 5	556	CU YD	$38.00	$21,128.00
13	TYPE SP 9.5 WEARING COURSE MIX (2,B)	109	TON	$110.00	$11,990.00
14	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	111	TON	$100.00	$11,100.00
15	CONCRETE CURB & GUTTER DESIGN B618	700	LIN FT	$24.00	$16,800.00
16	8" CONCRETE DRIVEWAY PAVEMENT	142	SQ YD	$90.00	$12,780.00
17	BITUMINOUS DRIVEWAY PAVEMENT	36	SQ YD	$50.00	$1,800.00
18	6" EDGE DRAIN	700	LIN FT	$16.00	$11,200.00
19	6" DRAIN CLEANOUT	4	EACH	$450.00	$1,800.00
20	FURNISH & INSTALL SIGN	2	EACH	$350.00	$700.00
21	TRAFFIC CONTROL	1	LUMP SUM	$6,000.00	$6,000.00
22	EROSION CONTROL	1	LUMP SUM	$3,000.00	$3,000.00
23	STORM DRAIN INLET PROTECTION	4	EACH	$200.00	$800.00
24	STRIP, SALVAGE, SCREEN & RESPREAD TOPSOIL	1	LUMP SUM	$6,000.00	$6,000.00
25	COMMON TOPSOIL BORROW (LV)	70	CU YD	$35.00	$2,450.00
26	TURF ESTABLISHMENT	550	SQ YD	$3.00	$1,650.00

SUBTOTAL STREET & RESTORATION:	$200,100.00
5% CONTINGENCY:	$10,000.00
TOTAL ESTIMATED CONSTRUCTION COST:	**$210,100.00**
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$42,100.00
TOTAL ESTIMATED STREET & RESTORATION COST:	**$252,200.00**

ENGINEER'S PRELIMINARY ESTIMATE

20TH STREET SE IMPROVEMENT PROJECT
CITY PROJECT NO. 2501-A
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
Real People. Real Solutions.

SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Storm Sewer					
1	MOBILIZATION	0.20	LUMP SUM	$40,000.00	$8,000.00
27	REMOVE STORM SEWER PIPE (12" & LARGER)	469	LIN FT	$10.00	$4,690.00
28	REMOVE STORM MANHOLE OR CATCH BASIN	9	EACH	$550.00	$4,950.00
29	12" RC PIPE SEWER CLASS V	105	LIN FT	$65.00	$6,825.00
30	15" RC PIPE SEWER CLASS V	330	LIN FT	$75.00	$24,750.00
31	18" RC PIPE SEWER CLASS III	65	LIN FT	$85.00	$5,525.00
32	CONSTRUCT DRAINAGE STRUCTURE, DES H	20.0	LIN FT	$380.00	$7,600.00
33	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	15.0	LIN FT	$550.00	$8,250.00
34	18" RC PIPE FLARED END SECTION	3	EACH	$1,700.00	$5,100.00
35	CASTING ASSEMBLY (STORM)	7	EACH	$700.00	$4,900.00
36	INTERIOR LINING OF CATCH BASIN RINGS	7	EACH	$800.00	$5,600.00
37	ADJUST FRAME AND RING CASTING (STORM)	7	EACH	$350.00	$2,450.00
				SUBTOTAL STORM SEWER:	$88,700.00
				5% CONTINGENCY:	$4,400.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$93,100.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$18,700.00
				TOTAL ESTIMATED STORM SEWER COST:	**$111,800.00**
Sanitary Sewer					
1	MOBILIZATION	0.14	LUMP SUM	$40,000.00	$5,600.00
38	REMOVE SANITARY MANHOLE	2	EACH	$700.00	$1,400.00
39	REMOVE SANITARY SEWER	490	LIN FT	$5.00	$2,450.00
40	CONNECT TO EXISTING SANITARY SEWER	2	EACH	$2,000.00	$4,000.00
41	8"x4" PVC WYE, SDR 26	4	EACH	$1,000.00	$4,000.00
42	4" PVC SANITARY SERVICE PIPE, SDR 26	140	LIN FT	$45.00	$6,300.00
43	8" PVC PIPE SEWER, SDR 35	490	LIN FT	$65.00	$31,850.00
44	CONSTRUCT SANITARY SEWER MANHOLE, DES 4007	24	LIN FT	$600.00	$14,400.00
45	CASTING ASSEMBLY (SANITARY)	2	EACH	$700.00	$1,400.00
46	ADJUST FRAME AND RING CASTING (SANITARY)	2	EACH	$350.00	$700.00
				SUBTOTAL SANITARY SEWER:	$72,100.00
				5% CONTINGENCY:	$3,600.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$75,700.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$15,200.00
				TOTAL ESTIMATED SANITARY SEWER COST:	**$90,900.00**

ENGINEER'S PRELIMINARY ESTIMATE

20TH STREET SE IMPROVEMENT PROJECT
CITY PROJECT NO. 2501-A
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Watermain					
1	MOBILIZATION	0.20	LUMP SUM	$40,000.00	$8,000.00
47	REMOVE WATERMAIN	500	LIN FT	$5.00	$2,500.00
48	REMOVE HYDRANT	1	EACH	$525.00	$525.00
49	TEMPORARY WATER SERVICE	1	LUMP SUM	$3,000.00	$3,000.00
50	CONNECT TO EXISTING WATERMAIN	2	EACH	$2,000.00	$4,000.00
51	HYDRANT	1	EACH	$6,500.00	$6,500.00
52	6" GATE VALVE AND BOX	1	EACH	$2,400.00	$2,400.00
53	8" GATE VALVE AND BOX	3	EACH	$3,700.00	$11,100.00
54	1" CORPORATION STOP & SADDLE	4	EACH	$525.00	$2,100.00
55	1" CURB STOP & BOX	4	EACH	$725.00	$2,900.00
56	1" PE WATER SERVICE PIPE	180	LIN FT	$40.00	$7,200.00
57	6" C900 PVC WATERMAIN	40	LIN FT	$70.00	$2,800.00
58	8" C900 PVC WATERMAIN	460	LIN FT	$60.00	$27,600.00
59	WATERMAIN FITTINGS	400	POUND	$12.00	$4,800.00
60	ADJUST VALVE BOX	3	EACH	$200.00	$600.00

SUBTOTAL WATERMAIN:	$86,100.00
5% CONTINGENCY:	$4,300.00
TOTAL ESTIMATED CONSTRUCTION COST:	**$90,400.00**
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$18,100.00
TOTAL ESTIMATED WATERMAIN COST:	**$108,500.00**

SUBTOTAL:	$447,000.00
5% CONTINGENCY:	$22,300.00
TOTAL ESTIMATED CONSTRUCTION COST:	**$469,300.00**
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$94,100.00
TOTAL ESTIMATED PROJECT COST:	**$563,400.00**

ENGINEER'S PRELIMINARY ESTIMATE

4TH STREET SW IMPROVEMENT PROJECT
CITY PROJECT NO. 2501-B
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Street & Restoration					
1	MOBILIZATION	0.47	LUMP SUM	$370,000.00	$173,900.00
2	CLEARING	89	TREE	$325.00	$28,925.00
3	GRUBBING	89	TREE	$325.00	$28,925.00
4	SALVAGE SIGN	15	EACH	$50.00	$750.00
5	REMOVE CURB AND GUTTER	6,400	LIN FT	$5.00	$32,000.00
6	REMOVE BITUMINOUS PAVEMENT	18,890	SQ YD	$4.00	$75,560.00
7	REMOVE CONCRETE DRIVEWAY PAVEMENT	700	SQ YD	$11.00	$7,700.00
8	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	489	SQ YD	$14.00	$6,846.00
9	REMOVE CONCRETE WALK	7,112	SQ YD	$8.00	$56,896.00
10	COMMON EXCAVATION (P)	10,275	CU YD	$18.00	$184,950.00
11	SUBGRADE EXCAVATION (EV)	150	CU YD	$22.00	$3,300.00
12	SELECT GRANULAR BORROW (CV)	5,025	CU YD	$26.00	$130,650.00
13	GEOTEXTILE FABRIC TYPE V	15,074	SQ YD	$3.00	$45,222.00
14	AGGREGATE BASE (CV) CLASS 5	3,350	CU YD	$38.00	$127,300.00
15	TYPE SP 9.5 WEARING COURSE MIX (2,B)	1589	TON	$100.00	$158,900.00
16	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	2270	TON	$95.00	$215,650.00
17	4" CONCRETE WALK	55,450	SQ FT	$5.00	$277,250.00
18	6" CONCRETE WALK (PEDESTRIAN RAMPS)	8,550	SQ FT	$13.00	$111,150.00
19	TRUNCATED DOMES	570	SQ FT	$75.00	$42,750.00
20	CONCRETE CURB & GUTTER DESIGN B618	6,400	LIN FT	$22.00	$140,800.00
21	BITUMINOUS DRIVEWAY PAVEMENT	489	SQ YD	$65.00	$31,785.00
22	6" CONCRETE DRIVEWAY PAVEMENT	534	SQ YD	$75.00	$40,050.00
23	8" CONCRETE DRIVEWAY PAVEMENT	167	SQ YD	$90.00	$15,030.00
24	6" EDGE DRAIN	6,400	LIN FT	$16.00	$102,400.00
25	6" DRAIN CLEANOUT	16	EACH	$425.00	$6,800.00
26	FURNISH & INSTALL SIGN	15	EACH	$350.00	$5,250.00
27	TRAFFIC CONTROL	1	LUMP SUM	$15,000.00	$15,000.00
28	EROSION CONTROL	1	LUMP SUM	$5,000.00	$5,000.00
29	STORM DRAIN INLET PROTECTION	24	EACH	$225.00	$5,400.00
30	STRIP, SALVAGE, SCREEN, & RESPREAD EXISTING TOPSOIL	1	LUMP SUM	$10,000.00	$10,000.00
31	COMMON TOPSOIL BORROW (LV)	1,900	CU YD	$30.00	$57,000.00
32	TURF ESTABLISHMENT	17,067	SQ YD	$3.00	$51,200.00
33	LANDSCAPING ALLOWANCE	1	LUMP SUM	$10,000.00	$10,000.00
				SUBTOTAL STREET & RESTORATION:	$2,204,400.00
				5% CONTINGENCY:	$110,200.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$2,314,600.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$463,000.00
				TOTAL ESTIMATED STREET & RESTORATION COST:	**$2,777,600.00**

ENGINEER'S PRELIMINARY ESTIMATE

4TH STREET SW IMPROVEMENT PROJECT
CITY PROJECT NO. 2501-B
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Storm Sewer					
1	MOBILIZATION	0.16	LUMP SUM	$370,000.00	$59,200.00
34	REMOVE STORM SEWER PIPE (12" & LARGER)	4,317	LIN FT	$10.00	$43,170.00
35	REMOVE STORM MANHOLE OR CATCH BASIN	36	EACH	$600.00	$21,600.00
36	CONNECT TO EXISTING STORM SEWER	10	EACH	$2,000.00	$20,000.00
37	15" RC PIPE SEWER CLASS V	1,535	LIN FT	$65.00	$99,775.00
38	18" RC PIPE SEWER CLASS III	422	LIN FT	$75.00	$31,650.00
39	24" RC PIPE SEWER CLASS III	840	LIN FT	$85.00	$71,400.00
40	30" RC PIPE SEWER CLASS III	840	LIN FT	$140.00	$117,600.00
41	48" RC PIPE SEWER CLASS III	680	LIN FT	$160.00	$108,800.00
42	CONSTRUCT DRAINAGE STRUCTURE, DES H	92.0	LIN FT	$380.00	$34,960.00
43	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	36.0	LIN FT	$550.00	$19,800.00
44	CONSTRUCT DRAINAGE STRUCTURE, DES 60-4020	24.0	LIN FT	$750.00	$18,000.00
45	CONSTRUCT DRAINAGE STRUCTURE, DES 84-4020	24.0	LIN FT	$900.00	$21,600.00
46	CASTING ASSEMBLY (STORM)	36	EACH	$700.00	$25,200.00
47	INTERIOR LINING OF CATCH BASIN RINGS	24	EACH	$800.00	$19,200.00
48	ADJUST FRAME AND RING CASTING (STORM)	12	EACH	$350.00	$4,200.00
				SUBTOTAL STORM SEWER:	$716,200.00
				5% CONTINGENCY:	$35,800.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$752,000.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$150,400.00
				TOTAL ESTIMATED STORM SEWER COST:	**$902,400.00**
Sanitary Sewer					
1	MOBILIZATION	0.22	LUMP SUM	$370,000.00	$81,400.00
49	REMOVE SANITARY SEWER	3,800	LIN FT	$5.00	$19,000.00
50	REMOVE SANITARY MANHOLE	13	EACH	$600.00	$7,800.00
51	CONNECT TO EXISTING SANITARY SEWER	8	EACH	$2,000.00	$16,000.00
52	8"x4" PVC WYE, SDR 26	20	EACH	$1,000.00	$20,000.00
53	12"x4" PVC WYE, SDR 26	9	EACH	$1,100.00	$9,900.00
54	15"x4" PVC WYE, SDR 26	23	EACH	$1,800.00	$41,400.00
55	21"x4" PVC WYE, SDR 26	23	EACH	$5,500.00	$126,500.00

ENGINEER'S PRELIMINARY ESTIMATE

4TH STREET SW IMPROVEMENT PROJECT
CITY PROJECT NO. 2501-B
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
56	4" PVC SANITARY SERVICE PIPE, SDR 26	2,960	LIN FT	$45.00	$133,200.00
57	8" PVC PIPE SEWER, SDR 35	1,205	LIN FT	$60.00	$72,300.00
58	12" PVC PIPE SEWER, SDR 35	870	LIN FT	$75.00	$65,250.00
59	15" PVC PIPE SEWER, SDR 35	850	LIN FT	$80.00	$68,000.00
60	21" PVC PIPE SEWER, SDR 35	885	LIN FT	$150.00	$132,750.00
61	CONSTRUCT SANITARY SEWER MANHOLE, DES 4007	153.0	LIN FT	$650.00	$99,450.00
62	CASTING ASSEMBLY (SANITARY)	13	EACH	$700.00	$9,100.00
63	ADJUST FRAME AND RING CASTING (SANITARY)	13	EACH	$350.00	$4,550.00
64	SANITARY SEWER BYPASS	1	LUMP SUM	$20,000.00	$20,000.00
				SUBTOTAL SANITARY SEWER:	$926,600.00
				5% CONTINGENCY:	$46,300.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$972,900.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$194,600.00
				TOTAL ESTIMATED SANITARY SEWER COST:	**$1,167,500.00**
Watermain					
1	MOBILIZATION	0.15	LUMP SUM	$370,000.00	$55,500.00
65	REMOVE WATERMAIN	3,655	LIN FT	$5.00	$18,275.00
66	REMOVE HYDRANT	7	EACH	$500.00	$3,500.00
67	TEMPORARY WATER SERVICE	1	LUMP SUM	$20,000.00	$20,000.00
68	CONNECT TO EXISTING WATERMAIN	8	EACH	$2,000.00	$16,000.00
69	HYDRANT	7	EACH	$6,700.00	$46,900.00
70	6" GATE VALVE AND BOX	7	EACH	$2,700.00	$18,900.00
71	8" GATE VALVE AND BOX	8	EACH	$3,700.00	$29,600.00
72	12" GATE VALVE AND BOX	9	EACH	$5,500.00	$49,500.00
73	1" CORPORATION STOP & SADDLE	75	EACH	$525.00	$39,375.00
74	1" CURB STOP & BOX	75	EACH	$700.00	$52,500.00
75	1" PE WATER SERVICE PIPE	2,960	LIN FT	$40.00	$118,400.00

ENGINEER'S PRELIMINARY ESTIMATE

4TH STREET SW IMPROVEMENT PROJECT
CITY PROJECT NO. 2501-B
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
76	6" C900 PVC WATERMAIN	245	LIN FT	$70.00	$17,150.00
77	8" C900 PVC WATERMAIN	1,890	LIN FT	$70.00	$132,300.00
78	12" C900 PVC WATERMAIN	1,520	LIN FT	$85.00	$129,200.00
79	WATERMAIN FITTINGS	2,000	POUND	$12.00	$24,000.00
80	ADJUST VALVE BOX	17	EACH	$200.00	$3,400.00

SUBTOTAL WATERMAIN:	$774,500.00
5% CONTINGENCY:	$38,700.00
TOTAL ESTIMATED CONSTRUCTION COST:	**$813,200.00**
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$162,700.00
TOTAL ESTIMATED WATERMAIN COST:	**$975,900.00**

SUBTOTAL:	$4,621,700.00
5% CONTINGENCY:	$231,000.00
TOTAL ESTIMATED CONSTRUCTION COST:	**$4,852,700.00**
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$970,700.00
TOTAL ESTIMATED PROJECT COST:	**$5,823,400.00**

ENGINEER'S PRELIMINARY ESTIMATE

2025 STREET IMPROVEMENT PROJECT - EAST
CITY PROJECT NO. 2503-A
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Street & Restoration					
1	MOBILIZATION	1	LUMP SUM	$140,000.00	$140,000.00
2	REMOVE CURB AND GUTTER	1,329	LIN FT	$10.00	$13,290.00
3	REMOVE CONCRETE DRIVEWAY PAVEMENT	160	SQ YD	$20.00	$3,200.00
4	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	520	SQ YD	$15.00	$7,800.00
5	REMOVE BITUMINOUS STREET PAVEMENT	7,290	SQ YD	$4.00	$29,160.00
6	REMOVE CONCRETE WALK	39	SQ FT	$10.00	$390.00
7	MILL BITUMINOUS SURFACE	18,485	SQ YD	$3.00	$55,455.00
8	RECLAIM BITUMINOUS PAVEMENT (P)	23,608	SQ YD	$3.00	$70,824.00
9	SUBGRADE EXCAVATION (EV)	500	CU YD	$22.00	$11,000.00
10	SELECT GRANULAR BORROW (CV)	500	CU YD	$25.00	$12,500.00
11	GEOTEXTILE FABRIC TYPE V	23,608	SQ YD	$3.00	$70,824.00
12	AGGREGATE BASE (CV) CLASS 5	1,968	CU YD	$380.00	$747,840.00
13	TYPE SP 9.5 WEARING COURSE MIX (2,B)	6,840	TON	$95.00	$649,800.00
14	TYPE SP 12.5 NON-WEARING COURSE MIX (2,B)	5,730	TON	$90.00	$515,700.00
15	BITUMINOUS PATH	2,452	SQ YD	$55.00	$134,860.00
16	BITUMINOUS STREET PATCH	500	SQ YD	$65.00	$32,500.00
17	CONCRETE DRIVEWAY PATCH	160	SQ YD	$90.00	$14,400.00
18	BITUMINOUS DRIVEWAY PATCH	520	SQ YD	$80.00	$41,600.00
19	CONCRETE CURB & GUTTER DESIGN B618	521	LIN FT	$24.00	$12,504.00
20	CONCRETE SURMOUNTABLE CURB	786	LIN FT	$25.00	$19,650.00
21	6" CONCRETE WALK (PEDESTRIAN RAMPS)	194	SQ FT	$14.00	$2,716.00
22	TRUNCATED DOMES	44	SQ FT	$75.00	$3,300.00
23	15" RC PIPE SEWER CLASS V	30	LIN FT	$100.00	$3,000.00
24	CONSTRUCT DRAINAGE STRUCTURE, DES H	4.0	LIN FT	$380.00	$1,520.00
25	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	4.0	LIN FT	$550.00	$2,200.00
26	ADJUST FRAME AND RING CASTING	50	EACH	$350.00	$17,500.00
27	REPLACE FRAME AND RING CASTING	4	EACH	$825.00	$3,300.00
28	INTERIOR LINING OF CATCH BASIN RINGS	24	EACH	$750.00	$18,000.00
29	ADJUST VALVE BOX	10	EACH	$200.00	$2,000.00
30	REPLACE VALVE BOX	2	EACH	$400.00	$800.00

ENGINEER'S PRELIMINARY ESTIMATE

2025 STREET IMPROVEMENT PROJECT - EAST
CITY PROJECT NO. 2503-A
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
31	4" BROKEN LINE MULTI COMP (YELLOW)	1,126	LIN FT	$5.00	$5,630.00
32	TRAFFIC CONTROL	1	LUMP SUM	$20,000.00	$20,000.00
33	INLET PROTECTION	54	EACH	$225.00	$12,150.00
34	COMMON TOPSOIL BORROW (LV)	53	CU YD	$40.00	$2,120.00
35	TURF ESTABLISHMENT	594	SQ YD	$5.00	$2,970.00

SUBTOTAL STREET & RESTORATION:	$2,680,600.00
5% CONTINGENCY:	$134,000.00
TOTAL ESTIMATED CONSTRUCTION COST:	**$2,814,600.00**
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$422,200.00
TOTAL ESTIMATED PROJECT COST:	**$3,236,800.00**

ENGINEER'S PRELIMINARY ESTIMATE

2025 STREET IMPROVEMENT PROJECT - WEST
CITY PROJECT NO. 2503-B
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Street & Restoration					
1	MOBILIZATION	1	LUMP SUM	$150,000.00	$150,000.00
2	REMOVE CURB AND GUTTER	4,276	LIN FT	$5.00	$21,380.00
3	REMOVE CONCRETE DRIVEWAY PAVEMENT	765	SQ YD	$14.00	$10,710.00
4	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	150	SQ YD	$15.00	$2,250.00
5	REMOVE BITUMINOUS STREET PAVEMENT	689	SQ YD	$4.00	$2,756.00
6	MILL BITUMINOUS SURFACE	13,776	SQ YD	$3.00	$41,328.00
7	RECLAIM BITUMINOUS PAVEMENT (P)	33,695	SQ YD	$3.00	$101,085.00
8	SUBGRADE EXCAVATION (EV)	300	CU YD	$22.00	$6,600.00
9	SELECT GRANULAR BORROW (CV)	300	CU YD	$25.00	$7,500.00
10	GEOTEXTILE FABRIC TYPE V	33,695	SQ YD	$3.00	$101,085.00
11	AGGREGATE BASE (CV) CLASS 5	2,808	CU YD	$38.00	$106,704.00
12	TYPE SP 9.5 WEARING COURSE MIX (2,B)	5,270	TON	$95.00	$500,650.00
13	TYPE SP 12.5 NON-WEARING COURSE MIX (2,B)	5,600	TON	$90.00	$504,000.00
14	BITUMINOUS STREET PATCH	689	SQ YD	$65.00	$44,785.00
15	CONCRETE DRIVEWAY PATCH	765	SQ YD	$90.00	$68,850.00
16	BITUMINOUS DRIVEWAY PATCH	150	SQ YD	$80.00	$12,000.00
17	CONCRETE CURB & GUTTER DESIGN B618	2,105	LIN FT	$24.00	$50,520.00
18	CONCRETE SURMOUNTABLE CURB	2,171	LIN FT	$25.00	$54,275.00
19	15" RC PIPE SEWER CLASS V	40	LIN FT	$100.00	$4,000.00
20	15" RC PIPE FLARED END SECTION	1	EACH	$2,500.00	$2,500.00
21	ADJUST FRAME AND RING CASTING	81	EACH	$350.00	$28,350.00
22	REPLACE FRAME AND RING CASTING	6	EACH	$825.00	$4,950.00
23	INTERIOR LINING OF CATCH BASIN RINGS	40	EACH	$800.00	$32,000.00
24	ADJUST VALVE BOX	34	EACH	$200.00	$6,800.00
25	REPLACE VALVE BOX	6	EACH	$400.00	$2,400.00
26	CROSSWALK MULTI COMP (WHITE)	200	SQ FT	$10.00	$2,000.00
27	TRAFFIC CONTROL	1	LUMP SUM	$20,000.00	$20,000.00
28	INLET PROTECTION	51	EACH	$225.00	$11,475.00
29	COMMON TOPSOIL BORROW (LV)	180	CU YD	$40.00	$7,200.00
30	TURF ESTABLISHMENT	2,088	SQ YD	$5.00	$10,440.00
				SUBTOTAL STREET & RESTORATION:	$1,918,600.00
				5% CONTINGENCY:	$95,900.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$2,014,500.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$302,200.00
				TOTAL ESTIMATED PROJECT COST:	**$2,316,700.00**

ENGINEER'S PRELIMINARY ESTIMATE

2025 STREET IMPROVEMENT PROJECT - TECHNOLOGY DRIVE
CITY PROJECT NO. 2503-C
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Street & Restoration					
1	MOBILIZATION	1	LUMP SUM	$30,000.00	$30,000.00
2	REMOVE CURB AND GUTTER	300	LIN FT	$10.00	$3,000.00
3	RECLAIM BITUMINOUS PAVEMENT (P)	9,822	SQ YD	$3.00	$29,466.00
4	SUBGRADE EXCAVATION (EV)	50	CU YD	$22.00	$1,100.00
5	SELECT GRANULAR BORROW (CV)	50	CU YD	$25.00	$1,250.00
6	GEOTEXTILE FABRIC TYPE V	9,822	SQ YD	$3.00	$29,466.00
7	AGGREGATE BASE (CV) CLASS 5	819	CU YD	$38.00	$31,122.00
8	TYPE SP 9.5 WEARING COURSE MIX (2,B)	1,090	TON	$100.00	$109,000.00
9	TYPE SP 12.5 NON-WEARING COURSE MIX (2,B)	1,640	TON	$95.00	$155,800.00
10	CONCRETE CURB & GUTTER DESIGN B618	300	LIN FT	$24.00	$7,200.00
11	ADJUST FRAME AND RING CASTING	7	EACH	$350.00	$2,450.00
12	REPLACE FRAME AND RING CASTING	1	EACH	$825.00	$825.00
13	INTERIOR LINING OF CATCH BASIN RINGS	6	EACH	$800.00	$4,800.00
14	ADJUST VALVE BOX	1	EACH	$200.00	$200.00
15	4" BROKEN LINE MULTI COMP (YELLOW)	1,109	LIN FT	$5.00	$5,545.00
16	CROSSWALK MULTI COMP (WHITE)	900	SQ FT	$10.00	$9,000.00
17	TRAFFIC CONTROL	1	LUMP SUM	$5,000.00	$5,000.00
18	INLET PROTECTION	6	EACH	$225.00	$1,350.00
19	COMMON TOPSOIL BORROW (LV)	100	CU YD	$40.00	$4,000.00
20	TURF ESTABLISHMENT	700	SQ YD	$5.00	$3,500.00
				SUBTOTAL STREET & RESTORATION:	$434,100.00
				5% CONTINGENCY:	$21,700.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$455,800.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$114,000.00
				TOTAL ESTIMATED PROJECT COST:	**$569,800.00**

ENGINEER'S PRELIMINARY ESTIMATE

2025 STREET IMPROVEMENT PROJECT - BUSINESS HIGHWAY 71
CITY PROJECT NO. 2503-D
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Street & Restoration					
1	MOBILIZATION	1	LUMP SUM	$175,000.00	$175,000.00
2	SALVAGE SIGN	95	EACH	$60.00	$5,700.00
3	REMOVE HANDHOLE	3	EACH	$1,020.00	$3,060.00
4	REMOVE CONCRETE CURB & GUTTER	1,165	LIN FT	$10.00	$11,650.00
5	REMOVE CONCRETE MEDIAN	101	SQ YD	$105.00	$10,605.00
6	BITUMINOUS PATCH SPECIAL, TRAIL	48	SQ YD	$89.00	$4,272.00
7	BITUMINOUS PATCH SPECIAL, STREET	2,023	SQ YD	$76.00	$153,748.00
8	PROFILE MILL BITUMINOUS SURFACE (3.0")	68,843	SQ YD	$3.00	$206,529.00
9	TYPE SP 9.5 BIT MIX, LEVELING COURSE	54	TON	$215.00	$11,610.00
10	TYPE SP 9.5 WEARING COURSE MIX (3,C)	12,875	TON	$100.00	$1,287,500.00
11	CASTING ASSEMBLY (SANITARY)	1	EACH	$1,350.00	$1,350.00
12	ADJUST MANHOLE CASTING, PAVING RING	1	EACH	$300.00	$300.00
13	ADJUST CATCH BASIN CASTING	11	EACH	$500.00	$5,500.00
14	INTERIOR LINING OF CATCH BASIN RINGS	11	EACH	$800.00	$8,800.00
15	4" CONCRETE WALK	1,475	SQ FT	$7.00	$10,325.00
16	6" CONCRETE WALK	563	SQ FT	$12.00	$6,756.00
17	CONCRETE CURB & GUTTER DESIGN B618	446	LIN FT	$35.00	$15,610.00
18	CONCRETE CURB & GUTTER DESIGN B624	719	LIN FT	$42.00	$30,198.00
19	CONCRETE MEDIAN, 6.0"	97	SQ YD	$70.00	$6,790.00
20	CONCRETE MEDIAN NOSE-SPECIAL	9	EACH	$1,400.00	$12,600.00
21	TRUNCATED DOMES	103	SQ FT	$75.00	$7,725.00
22	TRAFFIC CONTROL	1	LUMP SUM	$50,000.00	$50,000.00
23	PORTABLE CHANGEABLE MESSAGE SIGN	2	EACH	$7,500.00	$15,000.00
24	SIGN PANELS TYPE C	227	SQ FT	$75.00	$17,025.00
25	SIGN PANELS TYPE D	389	SQ FT	$85.00	$33,065.00
26	RIGID PVC LOOP DETECTOR	4	EACH	$6,500.00	$26,000.00
27	REVISE SIGNAL SYSTEM	1	LUMP SUM	$21,000.00	$21,000.00
28	STORM DRAIN INLET PROTECTION	37	EACH	$200.00	$7,400.00
29	COMMON TOPSOIL BORROW (LV)	70	CU YD	$40.00	$2,800.00
30	TURF ESTABLISHMENT	215	SQ YD	$35.00	$7,525.00
31	6” REMOVABLE PREFORM PAVEMENT MARKING TAPE	9,872	LIN FT	$2.15	$21,224.80
32	REMOVABLE PREFORMED PLASTIC MASK (BLACK)	958	LIN FT	$2.20	$2,107.60
33	4" BROKEN LINE MULTI COMP GR IN (WR), WHITE	3,061	LIN FT	$0.75	$2,295.75
34	4" SOLID LINE MULTI COMP GR IN (WR)	19,343	LIN FT	$0.75	$14,507.25
35	6" SOLID LINE MULTI COMP GR IN (WR)	15,909	LIN FT	$1.00	$15,909.00
36	10" DOTTED LINE MULTI COMP GR IN (WR)	63	LIN FT	$3.50	$220.50

ENGINEER'S PRELIMINARY ESTIMATE

2025 STREET IMPROVEMENT PROJECT - BUSINESS HIGHWAY 71
CITY PROJECT NO. 2503-D
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

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Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
37	10" SOLID LINE MULTI COMP GR IN (WR)	107	LIN FT	$3.00	$321.00
38	24" SOLID LINE MULTI COMP GR IN (WR)	60	LIN FT	$11.00	$660.00
39	CROSSWALK MULTI COMP GR IN (WR)	430	SQ FT	$10.00	$4,300.00
40	PAVEMENT MESSAGE MULTI COMP GR IN (WR)	501	SQ FT	$10.00	$5,010.00

SUBTOTAL STREET & RESTORATION:	$2,222,000.00
5% CONTINGENCY:	$222,200.00
TOTAL ESTIMATED CONSTRUCTION COST:	**$2,444,200.00**
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$488,900.00
TOTAL ESTIMATED PROJECT COST:	**$2,933,100.00**

ENGINEER'S PRELIMINARY ESTIMATE

2025 STREET IMPROVEMENT PROJECT - COUNTY MILL & OVERLAYS
CITY PROJECT NO. 2503-E
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Street & Restoration - City					
1	MOBILIZATION	0.78	LUMP SUM	$17,500.00	$13,650.00
2	REMOVE CURB AND GUTTER	2,730	LIN FT	$5.00	$13,650.00
3	REMOVE CONCRETE DRIVEWAY PAVEMENT	240	SQ YD	$11.00	$2,640.00
4	REMOVE CONCRETE WALK	10,650	SQ FT	$4.00	$42,600.00
5	4" CONCRETE WALK	10,650	SQ FT	$9.00	$95,850.00
6	CONCRETE CURB & GUTTER DESIGN B618	2,730	LIN FT	$22.00	$60,060.00
7	6" CONCRETE DRIVEWAY PAVEMENT	240	SQ YD	$75.00	$18,000.00
				SUBTOTAL STREET & RESTORATION (CITY):	$246,500.00
				10% CONTINGENCY:	$24,700.00
				TOTAL ESTIMATED CONSTRUCTION COST (CITY):	**$271,200.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$16,300.00
				TOTAL ESTIMATED PROJECT COST (CITY):	**$287,500.00**
Storm Sewer					
1	MOBILIZATION	0.11	LUMP SUM	$17,500.00	$1,925.00
8	ADJUST FRAME AND RING CASTING (STORM)	40	EACH	$800.00	$32,000.00
				SUBTOTAL STORM SEWER:	$34,000.00
				10% CONTINGENCY:	$3,400.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$37,400.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$2,300.00
				TOTAL ESTIMATED STORM SEWER COST:	**$39,700.00**
Sanitary Sewer					
1	MOBILIZATION	0.07	LUMP SUM	$17,500.00	$1,225.00
9	ADJUST FRAME AND RING CASTING (SANITARY)	25	EACH	$800.00	$20,000.00
				SUBTOTAL SANITARY SEWER:	$21,300.00
				10% CONTINGENCY:	$2,100.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$23,400.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$1,500.00
				TOTAL ESTIMATED SANITARY SEWER COST:	**$24,900.00**

ENGINEER'S PRELIMINARY ESTIMATE

2025 STREET IMPROVEMENT PROJECT - COUNTY MILL & OVERLAYS
CITY PROJECT NO. 2503-E
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Watermain					
1	MOBILIZATION	0.04	LUMP SUM	$17,500.00	$700.00
10	ADJUST VALVE BOX	47	EACH	$275.00	$12,925.00
				SUBTOTAL WATERMAIN:	$13,700.00
				10% CONTINGENCY:	$1,400.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$15,100.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$1,000.00
				TOTAL ESTIMATED WATERMAIN COST:	**$16,100.00**
				SUBTOTAL:	$315,500.00
				10% CONTINGENCY:	$31,600.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$347,100.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$21,100.00
				TOTAL ESTIMATED PROJECT COST:	**$368,200.00**

ENGINEER'S PRELIMINARY ESTIMATE

LAKELAND DRIVE PATH IMPROVEMENT PROJECT
CITY PROJECT NO. 2504-B
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

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Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Street & Restoration					
1	MOBILIZATION	1	LUMP SUM	$50,000.00	$50,000.00
2	CLEARING	39	TREE	$350.00	$13,650.00
3	GRUBBING	39	TREE	$350.00	$13,650.00
4	SALVAGE SIGN	24	EACH	$75.00	$1,800.00
5	REMOVE CURB AND GUTTER	220	LIN FT	$7.00	$1,540.00
6	REMOVE BITUMINOUS PAVEMENT	80	SQ YD	$15.00	$1,200.00
7	REMOVE CONCRETE DRIVEWAY PAVEMENT	890	SQ YD	$12.00	$10,680.00
8	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	550	SQ YD	$15.00	$8,250.00
9	REMOVE CONCRETE WALK	500	SQ YD	$8.00	$4,000.00
10	COMMON EXCAVATION (P)	2,410	CU YD	$18.00	$43,380.00
11	SUBGRADE EXCAVATION (EV)	100	CU YD	$22.00	$2,200.00
12	SELECT GRANULAR BORROW	100	CU YD	$25.00	$2,500.00
13	AGGREGATE BASE (CV) CLASS 5	1,494	CU YD	$38.00	$56,772.00
14	TYPE SP 9.5 WEARING COURSE MIX (2,B) - TRAIL	1,190	TON	$120.00	$142,800.00
15	6" CONCRETE WALK (PEDESTRIAN RAMPS)	130	SQ FT	$15.00	$1,950.00
16	TRUNCATED DOMES	220	SQ FT	$85.00	$18,700.00
17	CONCRETE CURB & GUTTER DESIGN B618	220	LIN FT	$25.00	$5,500.00
18	BITUMINOUS DRIVEWAY PAVEMENT	550	SQ YD	$65.00	$35,750.00
19	6" CONCRETE DRIVEWAY PAVEMENT	570	SQ YD	$75.00	$42,750.00
20	8" CONCRETE DRIVEWAY PAVEMENT	320	SQ YD	$90.00	$28,800.00
21	FURNISH & INSTALL SIGN	24	EACH	$350.00	$8,400.00
22	TRAFFIC CONTROL	1	LUMP SUM	$10,000.00	$10,000.00
23	EROSION CONTROL	1	LUMP SUM	$5,000.00	$5,000.00
24	STORM DRAIN INLET PROTECTION	13	EACH	$200.00	$2,600.00
25	STRIP, SALVAGE, SCREEN, & RESPREAD EXISTING TOPSOIL	1	LUMP SUM	$7,500.00	$7,500.00
26	COMMON TOPSOIL BORROW (LV)	695	CU YD	$38.00	$26,410.00
27	TURF ESTABLISHMENT	6,230	SQ YD	$2.00	$12,460.00
				SUBTOTAL STREET & RESTORATION:	$558,300.00
				5% CONTINGENCY:	$27,900.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$586,200.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$146,600.00
				TOTAL ESTIMATED PROJECT COST:	**$732,800.00**

ENGINEER'S PRELIMINARY ESTIMATE

2025 SEAL COAT IMPROVEMENT PROJECT
CITY PROJECT NO. 2508
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

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SEPTEMBER 2024

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
6TH STREET SW						
A.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	1,400	GAL	$1.50	$2,100.00
A.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	3,960	GAL	$2.50	$9,900.00
A.3	BITUMINOUS SEALCOAT		11,090	SQ YD	$1.70	$18,853.00
A.4	CRACK ROUTE & SEAL		4,750	LIN FT	$2.30	$10,925.00
				ESTIMATED 6TH STREET SW SUBTOTAL:		**$41,800.00**
14TH STREET SW						
B.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	380	GAL	$1.50	$570.00
B.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	1,080	GAL	$2.50	$2,700.00
B.3	BITUMINOUS SEALCOAT		3,000	SQ YD	$1.70	$5,100.00
B.4	CRACK ROUTE & SEAL		1,300	LIN FT	$2.30	$2,990.00
				ESTIMATED 14TH STREET SW SUBTOTAL:		**$11,400.00**
16TH STREET SW						
C.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	360	GAL	$1.50	$540.00
C.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	1,020	GAL	$2.50	$2,550.00
C.3	BITUMINOUS SEALCOAT		2,840	SQ YD	$1.70	$4,828.00
C.4	CRACK ROUTE & SEAL		1,230	LIN FT	$2.30	$2,829.00
				ESTIMATED 16TH STREET SW SUBTOTAL:		**$10,800.00**
17TH STREET SW						
D.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	980	GAL	$1.50	$1,470.00
D.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	2,760	GAL	$2.50	$6,900.00
D.3	BITUMINOUS SEALCOAT		7,730	SQ YD	$1.70	$13,141.00
D.4	CRACK ROUTE & SEAL		3,320	LIN FT	$2.30	$7,636.00
				ESTIMATED 17TH STREET SW SUBTOTAL:		**$29,200.00**
13TH AVENUE SW						
E.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	70	GAL	$1.50	$105.00
E.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	190	GAL	$2.50	$475.00
E.3	BITUMINOUS SEALCOAT		530	SQ YD	$1.70	$901.00
E.4	CRACK ROUTE & SEAL		260	LIN FT	$2.30	$598.00
				ESTIMATED 13TH AVENUE SW SUBTOTAL:		**$2,100.00**
CAROLINA AVENUE SW						
F.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	320	GAL	$1.50	$480.00
F.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	890	GAL	$2.50	$2,225.00
F.3	BITUMINOUS SEALCOAT		2,490	SQ YD	$1.70	$4,233.00
F.4	CRACK ROUTE & SEAL		1,080	LIN FT	$2.30	$2,484.00
				ESTIMATED CAROLINA AVENUE SW SUBTOTAL:		**$9,500.00**

ENGINEER'S PRELIMINARY ESTIMATE

2025 SEAL COAT IMPROVEMENT PROJECT
CITY PROJECT NO. 2508
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

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SEPTEMBER 2024

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
KANDIYOHI AVENUE SW						
G.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	2,860	GAL	$1.50	$4,290.00
G.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	8,100	GAL	$2.50	$20,250.00
G.3	BITUMINOUS SEALCOAT		22,680	SQ YD	$1.70	$38,556.00
G.4	CRACK ROUTE & SEAL		9,720	LIN FT	$2.30	$22,356.00
G.6	4-INCH STRIPE (BROKEN YELLOW)		1,080	LIN FT	$1.00	$1,080.00
G.11	PAVEMENT MARKING - CROSS WALK		630	SQ FT	$9.00	$5,670.00
				ESTIMATED KANDIYOHI AVENUE SW SUBTOTAL:		**$92,300.00**
TROTT AVENE SW						
H.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	1,960	GAL	$1.50	$2,940.00
H.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	5,550	GAL	$2.50	$13,875.00
H.3	BITUMINOUS SEALCOAT		15,540	SQ YD	$1.70	$26,418.00
H.4	CRACK ROUTE & SEAL		6,660	LIN FT	$2.30	$15,318.00
H.5	4-INCH STRIPE (SOLID YELLOW)		3,510	LIN FT	$1.50	$5,265.00
H.6	4-INCH STRIPE (BROKEN YELLOW)		916	LIN FT	$1.00	$916.00
H.7	4-INCH STRIPE (WHITE)		610	LIN FT	$1.00	$610.00
H.8	24-INCH STOP BAR		50	LIN FT	$12.00	$600.00
H.10	PAVEMENT MESSAGE - ARROW		620	SQ FT	$11.00	$6,820.00
H.11	PAVEMENT MARKING - CROSS WALK		740	SQ FT	$9.00	$6,660.00
				ESTIMATED TROTT AVENUE SW SUBTOTAL:		**$79,500.00**

NOTES:

(1) QUANTITY CALCULATED AT 0.12 GAL / SQ YD
(2) QUANTITY CALCULATED AT 0.34 GAL / SQ YD
(3) CONTRACTOR SHALL DETERMINE APPROPRIATE APPLICATION RATES

SUBTOTAL:	**$276,600.00**
CONTINGENCY (5%):	$13,900.00
TOTAL ESTIMATED CONSTRUCTION COST:	**$290,500.00**
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$43,600.00
TOTAL ESTIMATED PROJECT COST:	**$334,100.00**

ENGINEER'S PRELIMINARY ESTIMATE

COLLEGEVIEW AREA IMPROVEMENT PROJECT
CITY PROJECT NO. 2601-A
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Street & Restoration					
1	MOBILIZATION	0.50	LUMP SUM	$400,000.00	$200,000.00
2	CLEARING	30	TREE	$325.00	$9,750.00
3	GRUBBING	30	TREE	$325.00	$9,750.00
4	SALVAGE SIGN	2	EACH	$50.00	$100.00
5	REMOVE CURB AND GUTTER	13,294	LIN FT	$5.00	$66,470.00
6	REMOVE BITUMINOUS PAVEMENT	25,111	SQ YD	$4.00	$100,444.00
7	REMOVE CONCRETE DRIVEWAY PAVEMENT	1,995	SQ YD	$11.00	$21,945.00
8	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	139	SQ YD	$14.00	$1,946.00
9	COMMON EXCAVATION (P)	16,292	CU YD	$18.00	$293,256.00
10	SUBGRADE EXCAVATION (EV)	300	CU YD	$22.00	$6,600.00
11	SELECT GRANULAR BORROW (CV)	8,789	CU YD	$25.00	$219,725.00
12	GEOTEXTILE FABRIC TYPE V	26,367	SQ YD	$3.00	$79,101.00
13	AGGREGATE BASE (CV) CLASS 5	5,860	CU YD	$38.00	$222,680.00
14	TYPE SP 9.5 WEARING COURSE MIX (2,B)	2,780	TON	$100.00	$278,000.00
15	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	3,971	TON	$95.00	$377,245.00
16	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	13,294	LIN FT	$24.00	$319,056.00
17	BITUMINOUS DRIVEWAY PAVEMENT	139	SQ YD	$65.00	$9,035.00
18	6" CONCRETE DRIVEWAY PAVEMENT	1,828	SQ YD	$75.00	$137,100.00
19	8" CONCRETE DRIVEWAY PAVEMENT	167	SQ YD	$90.00	$15,030.00
20	6" EDGE DRAIN	13,294	LIN FT	$16.00	$212,704.00
21	6" DRAIN CLEANOUT	12	EACH	$425.00	$5,100.00
22	FURNISH & INSTALL SIGN	2	EACH	$350.00	$700.00
23	TRAFFIC CONTROL	1	LUMP SUM	$15,000.00	$15,000.00
24	EROSION CONTROL	1	LUMP SUM	$10,000.00	$10,000.00
25	STORM DRAIN INLET PROTECTION	17	EACH	$200.00	$3,400.00
26	STRIP, SALVAGE, SCREEN, & RESPREAD EXISTING TOPSOIL	1	LUMP SUM	$20,000.00	$20,000.00
27	COMMON TOPSOIL BORROW (LV)	1,643	CU YD	$35.00	$57,487.50
28	TURF ESTABLISHMENT	29,543	SQ YD	$2.00	$59,086.00

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
29	LANDSCAPING ALLOWANCE	1	LUMP SUM	$10,000.00	$10,000.00
				SUBTOTAL STREET & RESTORATION:	$2,760,800.00
				5% CONTINGENCY:	$138,000.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$2,898,800.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$579,800.00
				TOTAL ESTIMATED STREET & RESTORATION COST:	**$3,478,600.00**
Storm Sewer					
1	MOBILIZATION	0.06	LUMP SUM	$400,000.00	$24,000.00
30	REMOVE STORM SEWER PIPE (12" & LARGER)	2,200	LIN FT	$10.00	$22,000.00
31	REMOVE STORM MANHOLE OR CATCH BASIN	26	EACH	$600.00	$15,600.00
32	CONNECT TO EXISTING STORM SEWER	4	EACH	$2,000.00	$8,000.00
33	15" RC PIPE SEWER CLASS V	1,025	LIN FT	$75.00	$76,875.00
34	18" RC PIPE SEWER CLASS V	1,650	LIN FT	$85.00	$140,250.00
35	18" RC PIPE SEWER FLARED END SECTION	3	EACH	$2,000.00	$6,000.00
36	CONSTRUCT DRAINAGE STRUCTURE, DES H	104.0	LIN FT	$380.00	$39,520.00
37	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	60.0	LIN FT	$550.00	$33,000.00
38	CASTING ASSEMBLY (STORM)	38	EACH	$700.00	$26,600.00
39	INTERIOR LINING OF CATCH BASIN RINGS	26	EACH	$800.00	$20,800.00
40	ADJUST FRAME AND RING CASTING (STORM)	12	EACH	$350.00	$4,200.00
				SUBTOTAL STORM SEWER:	$416,900.00
				5% CONTINGENCY:	$20,800.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$437,700.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$87,600.00
				TOTAL ESTIMATED STORM SEWER COST:	**$525,300.00**
Sanitary Sewer					
1	MOBILIZATION	0.18	LUMP SUM	$400,000.00	$72,000.00
41	REMOVE SANITARY SEWER	6,500	LIN FT	$5.00	$32,500.00
42	REMOVE SANITARY MANHOLE	25	EACH	$600.00	$15,000.00
43	CONNECT TO EXISTING SANITARY SEWER	4	EACH	$2,000.00	$8,000.00
44	8"x4" PVC WYE, SDR 26	106	EACH	$1,000.00	$106,000.00
45	8"x6" PVC WYE, SDR 26	4	EACH	$1,100.00	$4,400.00
46	4" PVC SANITARY SERVICE PIPE, SDR 26	3,710	LIN FT	$42.00	$155,820.00
47	6" PVC SANITARY SERVICE PIPE, SDR 26	160	LIN FT	$45.00	$7,200.00
48	8" PVC PIPE SEWER, SDR 35	6,500	LIN FT	$65.00	$422,500.00
49	CONSTRUCT SANITARY SEWER MANHOLE, DES 4007	295.0	LIN FT	$600.00	$177,000.00
50	CASTING ASSEMBLY (SANITARY)	25	EACH	$700.00	$17,500.00

ENGINEER'S PRELIMINARY ESTIMATE

COLLEGEVIEW AREA IMPROVEMENT PROJECT
CITY PROJECT NO. 2601-A
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
51	ADJUST FRAME AND RING CASTING (SANITARY)	25	EACH	$350.00	$8,750.00
52	SANITARY SEWER BYPASS	1	LUMP SUM	$20,000.00	$20,000.00
				SUBTOTAL SANITARY SEWER:	$1,046,700.00
				5% CONTINGENCY:	$52,300.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$1,099,000.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$219,800.00
				TOTAL ESTIMATED SANITARY SEWER COST:	**$1,318,800.00**
Watermain					
1	MOBILIZATION	0.23	LUMP SUM	$400,000.00	$92,000.00
53	REMOVE WATERMAIN	7,810	LIN FT	$5.00	$39,050.00
54	REMOVE HYDRANT	17	EACH	$500.00	$8,500.00
55	TEMPORARY WATER SERVICE	1	LUMP SUM	$30,000.00	$30,000.00
56	CONNECT TO EXISTING WATERMAIN	10	EACH	$2,000.00	$20,000.00
57	HYDRANT	17	EACH	$6,700.00	$113,900.00
58	6" GATE VALVE AND BOX	17	EACH	$2,700.00	$45,900.00
59	8" GATE VALVE AND BOX	24	EACH	$3,700.00	$88,800.00
60	1" CORPORATION STOP & SADDLE	110	EACH	$525.00	$57,750.00
61	1" CURB STOP & BOX	110	EACH	$700.00	$77,000.00
62	1" PE WATER SERVICE PIPE	3,910	LIN FT	$40.00	$156,400.00
63	6" C900 PVC WATERMAIN	510	LIN FT	$70.00	$35,700.00
64	8" C900 PVC WATERMAIN	7,300	LIN FT	$70.00	$511,000.00
65	WATERMAIN FITTINGS	4,300	POUND	$12.00	$51,600.00
66	ADJUST VALVE BOX	24	EACH	$200.00	$4,800.00
				SUBTOTAL WATERMAIN:	$1,332,400.00
				5% CONTINGENCY:	$66,600.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$1,399,000.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$279,800.00
				TOTAL ESTIMATED WATERMAIN COST:	**$1,678,800.00**
				SUBTOTAL:	$5,556,800.00
				5% CONTINGENCY:	$277,700.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$5,834,500.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$1,167,000.00
				TOTAL ESTIMATED PROJECT COST:	**$7,001,500.00**

ENGINEER'S PRELIMINARY ESTIMATE

16TH STREET SW IMPROVEMENT PROJECT
CITY PROJECT NO. 2601-B
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Street & Restoration					
1	MOBILIZATION	0.50	LUMP SUM	$200,000.00	$100,000.00
2	CLEARING	76	TREE	$325.00	$24,700.00
3	GRUBBING	76	TREE	$325.00	$24,700.00
4	SALVAGE SIGN	6	EACH	$50.00	$300.00
5	REMOVE CURB AND GUTTER	4,712	LIN FT	$5.00	$23,560.00
6	REMOVE BITUMINOUS PAVEMENT	9,778	SQ YD	$4.00	$39,112.00
7	REMOVE CONCRETE DRIVEWAY PAVEMENT	300	SQ YD	$15.00	$4,500.00
8	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	117	SQ YD	$12.00	$1,404.00
9	COMMON EXCAVATION (P)	6,183	CU YD	$18.00	$111,294.00
10	SUBGRADE EXCAVATION (EV)	150	CU YD	$22.00	$3,300.00
11	SELECT GRANULAR BORROW (CV)	3,360	CU YD	$25.00	$84,000.00
12	GEOTEXTILE FABRIC TYPE V	10,080	SQ YD	$3.00	$30,240.00
13	AGGREGATE BASE (CV) CLASS 5	2,240	CU YD	$38.00	$85,120.00
14	TYPE SP 9.5 WEARING COURSE MIX (2,B)	1,063	TON	$100.00	$106,300.00
15	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	1,518	TON	$95.00	$144,210.00
16	CONCRETE CURB & GUTTER DESIGN B618	4,712	LIN FT	$24.00	$113,088.00
17	BITUMINOUS DRIVEWAY PAVEMENT	117	SQ YD	$65.00	$7,605.00
18	6" CONCRETE DRIVEWAY PAVEMENT	300	SQ YD	$80.00	$24,000.00
19	6" EDGE DRAIN	4,712	LIN FT	$16.00	$75,392.00
20	6" DRAIN CLEANOUT	8	EACH	$425.00	$3,400.00
21	FURNISH & INSTALL SIGN	6	EACH	$350.00	$2,100.00
22	TRAFFIC CONTROL	1	LUMP SUM	$10,000.00	$10,000.00
23	EROSION CONTROL	1	LUMP SUM	$5,000.00	$5,000.00
24	STORM DRAIN INLET PROTECTION	10	EACH	$200.00	$2,000.00
25	STRIP, SALVAGE, SCREEN, & RESPREAD EXISTING TOPSOIL	1	LUMP SUM	$20,000.00	$20,000.00
26	COMMON TOPSOIL BORROW (LV)	583	CU YD	$40.00	$23,300.00
27	TURF ESTABLISHMENT	10,471	SQ YD	$3.00	$31,413.33

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
28	LANDSCAPING ALLOWANCE	1	LUMP SUM	$10,000.00	$10,000.00
				SUBTOTAL STREET & RESTORATION:	$1,110,100.00
				5% CONTINGENCY:	$55,500.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$1,165,600.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$233,200.00
				TOTAL ESTIMATED STREET & RESTORATION COST:	**$1,398,800.00**
Storm Sewer					
1	MOBILIZATION	0.09	LUMP SUM	$200,000.00	$18,000.00
29	REMOVE STORM SEWER PIPE (12" & LARGER)	915	LIN FT	$10.00	$9,150.00
30	REMOVE STORM MANHOLE OR CATCH BASIN	13	EACH	$600.00	$7,800.00
31	COMMON EXCAVATION (P) - FILTRATION BASIN	1,158	CU YD	$20.00	$23,160.00
32	CONNECT TO EXISTING STORM SEWER	7	EACH	$2,000.00	$14,000.00
33	15" RC PIPE SEWER CLASS V	1200	LIN FT	$75.00	$90,000.00
34	18" RC PIPE SEWER CLASS III	385	LIN FT	$85.00	$32,725.00
35	15" RC PIPE APRON W/ TRASH GUARD	1	EACH	$2,500.00	$2,500.00
36	CONSTRUCT DRAINAGE STRUCTURE, DES H	56.0	LIN FT	$380.00	$21,280.00
37	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	24.0	LIN FT	$550.00	$13,200.00
38	CONSTRUCT OUTLET CONTROL STRUCTURE	1	EACH	$8,000.00	$8,000.00
39	CASTING ASSEMBLY (STORM)	17	EACH	$700.00	$11,900.00
40	INTERIOR LINING OF CATCH BASIN RINGS	14	EACH	$800.00	$11,200.00
41	ADJUST FRAME AND RING CASTING (STORM)	3	EACH	$300.00	$900.00
				SUBTOTAL STORM SEWER:	$263,900.00
				5% CONTINGENCY:	$13,200.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$277,100.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$55,500.00
				TOTAL ESTIMATED STORM SEWER COST:	**$332,600.00**
Sanitary Sewer					
1	MOBILIZATION	0.19	LUMP SUM	$200,000.00	$38,000.00
42	REMOVE SANITARY SEWER	2,275	LIN FT	$5.00	$11,375.00
43	REMOVE SANITARY MANHOLE	6	EACH	$600.00	$3,600.00
44	CONNECT TO EXISTING SANITARY SEWER	5	EACH	$2,000.00	$10,000.00
45	8"x4" PVC WYE, SDR 26	50	EACH	$1,000.00	$50,000.00
46	4" PVC SANITARY SERVICE PIPE, SDR 26	1,550	LIN FT	$40.00	$62,000.00
47	8" PVC PIPE SEWER, SDR 35	2,275	LIN FT	$70.00	$159,250.00
48	CONSTRUCT SANITARY SEWER MANHOLE, DES 4007	54.0	LIN FT	$600.00	$32,400.00
49	CASTING ASSEMBLY (SANITARY)	6	EACH	$700.00	$4,200.00

ENGINEER'S PRELIMINARY ESTIMATE

16TH STREET SW IMPROVEMENT PROJECT
CITY PROJECT NO. 2601-B
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
50	ADJUST FRAME AND RING CASTING (SANITARY)	6	EACH	$350.00	$2,100.00
51	SANITARY SEWER BYPASS	1	LUMP SUM	$10,000.00	$10,000.00
				SUBTOTAL SANITARY SEWER:	$383,000.00
				5% CONTINGENCY:	$19,200.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$402,200.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$80,500.00
				TOTAL ESTIMATED SANITARY SEWER COST:	**$482,700.00**
Watermain					
1	MOBILIZATION	0.22	LUMP SUM	$200,000.00	$44,000.00
52	REMOVE WATERMAIN	2,560	LIN FT	$5.00	$12,800.00
53	REMOVE HYDRANT	4	EACH	$600.00	$2,400.00
54	TEMPORARY WATER SERVICE	1	LUMP SUM	$20,000.00	$20,000.00
55	CONNECT TO EXISTING WATERMAIN	6	EACH	$2,000.00	$12,000.00
56	HYDRANT	4	EACH	$6,700.00	$26,800.00
57	6" GATE VALVE AND BOX	4	EACH	$2,700.00	$10,800.00
58	8" GATE VALVE AND BOX	11	EACH	$3,700.00	$40,700.00
59	1" CORPORATION STOP & SADDLE	50	EACH	$525.00	$26,250.00
60	1" CURB STOP & BOX	50	EACH	$700.00	$35,000.00
61	1" PE WATER SERVICE PIPE	1,500	LIN FT	$40.00	$60,000.00
62	6" C900 PVC WATERMAIN	160	LIN FT	$70.00	$11,200.00
63	8" C900 PVC WATERMAIN	2,490	LIN FT	$70.00	$174,300.00
64	WATERMAIN FITTINGS	1,100	POUND	$12.00	$13,200.00
65	ADJUST VALVE BOX	11	EACH	$200.00	$2,200.00
				SUBTOTAL WATERMAIN:	$491,700.00
				5% CONTINGENCY:	$24,600.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$516,300.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$103,300.00
				TOTAL ESTIMATED WATERMAIN COST:	**$619,600.00**
				SUBTOTAL:	$2,248,700.00
				5% CONTINGENCY:	$112,500.00
				TOTAL ESTIMATED CONSTRUCTION COST:	**$2,361,200.00**
				DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$472,500.00
				TOTAL ESTIMATED PROJECT COST:	**$2,833,700.00**

ENGINEER'S PRELIMINARY ESTIMATE

2026 MILL & OVERLAY IMPROVEMENT PROJECT
CITY PROJECT NO. 2603-A
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Street & Restoration					
1	MOBILIZATION	1	LUMP SUM	$70,000.00	$70,000.00
2	REMOVE CURB AND GUTTER	2,100	LIN FT	$10.00	$21,000.00
3	REMOVE CONCRETE DRIVEWAY PAVEMENT	630	SQ YD	$14.00	$8,820.00
4	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	210	SQ YD	$10.00	$2,100.00
5	REMOVE BITUMINOUS STREET PAVEMENT	1,500	SQ YD	$10.00	$15,000.00
6	MILL BITUMINOUS SURFACE	32,757	SQ YD	$3.00	$98,271.00
7	TYPE SP 9.5 WEARING COURSE MIX (2,B)	3,640	TON	$100.00	$364,000.00
8	BITUMINOUS STREET PATCH	1,500	SQ YD	$65.00	$97,500.00
9	CONCRETE DRIVEWAY PATCH	630	SQ YD	$80.00	$50,400.00
10	BITUMINOUS DRIVEWAY PATCH	210	SQ YD	$80.00	$16,800.00
11	CONCRETE CURB & GUTTER DESIGN B618	1,050	LIN FT	$24.00	$25,200.00
12	CONCRETE SURMOUNTABLE CURB	1,050	LIN FT	$25.00	$26,250.00
13	6" CONCRETE WALK (PEDESTRIAN RAMPS)	1,600	SQ FT	$12.00	$19,200.00
14	TRUNCATED DOMES	80	SQ FT	$85.00	$6,800.00
15	ADJUST FRAME AND RING CASTING	36	EACH	$350.00	$12,600.00
16	REPLACE FRAME AND RING CASTING	3	EACH	$825.00	$2,475.00
17	INTERIOR LINING OF CATCH BASIN RINGS	20	EACH	$800.00	$16,000.00
18	ADJUST VALVE BOX	8	EACH	$200.00	$1,600.00
19	REPLACE VALVE BOX	2	EACH	$400.00	$800.00
20	4" SOLID LINE MULTI COMP (WHITE)	8,480	LIN FT	$2.00	$16,960.00
21	4" SOLID LINE MULTI COMP (YELLOW)	1,460	LIN FT	$4.00	$5,840.00
22	4" BROKEN LINE MULTI COMP (YELLOW)	1,250	LIN FT	$5.00	$6,250.00
23	24" SOLID LINE MULTI COMP (WHITE)	24	LIN FT	$12.00	$288.00
24	PAVEMENT MESSAGE MULTI COMP (WHITE)	16	SQ FT	$15.00	$240.00
25	CROSSWALK MULTI COMP (WHITE)	157	SQ FT	$10.00	$1,570.00
26	TRAFFIC CONTROL	1	LUMP SUM	$20,000.00	$20,000.00
27	INLET PROTECTION	20	EACH	$225.00	$4,500.00
28	COMMON TOPSOIL BORROW (LV)	60	CU YD	$40.00	$2,400.00
29	TURF ESTABLISHMENT	470	SQ YD	$3.00	$1,410.00

SUBTOTAL STREET & RESTORATION:	$914,300.00
5% CONTINGENCY:	$45,700.00
TOTAL ESTIMATED CONSTRUCTION COST:	**$960,000.00**
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$144,000.00
TOTAL ESTIMATED PROJECT COST:	**$1,104,000.00**

ENGINEER'S PRELIMINARY ESTIMATE

2026 RECLAIM & OVERLAY IMPROVEMENT PROJECT
CITY PROJECT NO. 2603-B
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
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SEPTEMBER 2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Street & Restoration					
1	MOBILIZATION	1	LUMP SUM	$200,000.00	$200,000.00
2	REMOVE CURB AND GUTTER	3,470	LIN FT	$5.00	$17,350.00
3	REMOVE CONCRETE DRIVEWAY PAVEMENT	840	SQ YD	$14.00	$11,760.00
4	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	320	SQ YD	$10.00	$3,200.00
5	RECLAIM BITUMINOUS PAVEMENT (P)	57,187	SQ YD	$2.00	$114,374.00
6	SUBGRADE EXCAVATION (EV)	500	CU YD	$22.00	$11,000.00
7	SELECT GRANULAR BORROW (CV)	500	CU YD	$24.00	$12,000.00
8	GEOTEXTILE FABRIC TYPE V	57,187	SQ YD	$3.00	$171,561.00
9	AGGREGATE BASE (CV) CLASS 5	4,766	CU YD	$38.00	$181,108.00
10	TYPE SP 9.5 WEARING COURSE MIX (2,B)	6,350	TON	$100.00	$635,000.00
11	TYPE SP 12.5 NON-WEARING COURSE MIX (2,B)	9,500	TON	$95.00	$902,500.00
12	CONCRETE DRIVEWAY PATCH	840	SQ YD	$80.00	$67,200.00
13	BITUMINOUS DRIVEWAY PATCH	320	SQ YD	$80.00	$25,600.00
14	CONCRETE CURB & GUTTER DESIGN B618	1,370	LIN FT	$24.00	$32,880.00
15	CONCRETE SURMOUNTABLE CURB	2,100	LIN FT	$25.00	$52,500.00
16	6" CONCRETE WALK (PEDESTRIAN RAMPS)	900	SQ FT	$12.00	$10,800.00
17	TRUNCATED DOMES	50	SQ FT	$85.00	$4,250.00
18	ADJUST FRAME AND RING CASTING	134	EACH	$350.00	$46,900.00
19	REPLACE FRAME AND RING CASTING	9	EACH	$825.00	$7,425.00
20	INTERIOR LINING OF CATCH BASIN RINGS	60	EACH	$800.00	$48,000.00
21	ADJUST VALVE BOX	34	EACH	$200.00	$6,800.00
22	REPLACE VALVE BOX	7	EACH	$400.00	$2,800.00
23	TRAFFIC CONTROL	1	LUMP SUM	$15,000.00	$15,000.00
24	INLET PROTECTION	60	EACH	$225.00	$13,500.00
25	COMMON TOPSOIL BORROW (LV)	90	CU YD	$40.00	$3,600.00
26	TURF ESTABLISHMENT	780	SQ YD	$3.00	$2,340.00

SUBTOTAL STREET & RESTORATION:	$2,599,500.00
5% CONTINGENCY:	$130,000.00
TOTAL ESTIMATED CONSTRUCTION COST:	**$2,729,500.00**
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$409,500.00
TOTAL ESTIMATED PROJECT COST:	**$3,139,000.00**

ENGINEER'S PRELIMINARY ESTIMATE

2026 SEAL COAT IMPROVEMENT PROJECT
CITY PROJECT NO. 2608
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
Real People. Real Solutions.

SEPTEMBER 2024

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
2ND STREET SE						
A.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	700	GAL	$1.60	$1,120.00
A.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	1,990	GAL	$2.60	$5,174.00
A.3	BITUMINOUS SEALCOAT		5,550	SQ YD	$1.80	$9,990.00
A.4	CRACK ROUTE & SEAL		2,400	LIN FT	$2.40	$5,760.00
				ESTIMATED 2ND STREET SE SUBTOTAL:		**$22,100.00**
6TH STREET SE						
B.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	700	GAL	$1.60	$1,120.00
B.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	1,990	GAL	$2.60	$5,174.00
B.3	BITUMINOUS SEALCOAT		5,550	SQ YD	$1.80	$9,990.00
B.4	CRACK ROUTE & SEAL		2,400	LIN FT	$2.40	$5,760.00
				ESTIMATED 6TH STREET SE SUBTOTAL:		**$22,100.00**
9TH STREET SE						
C.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	1,760	GAL	$1.60	$2,816.00
C.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	4,980	GAL	$2.60	$12,948.00
C.3	BITUMINOUS SEALCOAT		13,930	SQ YD	$1.80	$25,074.00
C.4	CRACK ROUTE & SEAL		5,970	LIN FT	$2.40	$14,328.00
C.6	4-INCH STRIPE (BROKEN YELLOW)		630	LIN FT	$1.10	$693.00
C.7	4-INCH STRIPE (WHITE)		160	LIN FT	$1.10	$176.00
				ESTIMATED 9TH STREET SE SUBTOTAL:		**$56,100.00**
13TH STREET SE						
D.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	340	GAL	$1.60	$544.00
D.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	940	GAL	$2.60	$2,444.00
D.3	BITUMINOUS SEALCOAT		2,630	SQ YD	$1.80	$4,734.00
D.4	CRACK ROUTE & SEAL		1,140	LIN FT	$2.40	$2,736.00
				ESTIMATED 13TH STREET SE SUBTOTAL:		**$10,500.00**
14TH STREET SE						
E.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	670	GAL	$1.60	$1,072.00
E.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	1,880	GAL	$2.60	$4,888.00
E.3	BITUMINOUS SEALCOAT		5,250	SQ YD	$1.80	$9,450.00
E.4	CRACK ROUTE & SEAL		2,280	LIN FT	$2.40	$5,472.00
				ESTIMATED 14TH STREET SE SUBTOTAL:		**$20,900.00**

ENGINEER'S PRELIMINARY ESTIMATE

2026 SEAL COAT IMPROVEMENT PROJECT
CITY PROJECT NO. 2608
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
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SEPTEMBER 2024

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
15TH STREET SE						
F.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	340	GAL	$1.60	$544.00
F.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	940	GAL	$2.60	$2,444.00
F.3	BITUMINOUS SEALCOAT		2,630	SQ YD	$1.80	$4,734.00
F.4	CRACK ROUTE & SEAL		1,140	LIN FT	$2.40	$2,736.00
				ESTIMATED 15TH STREET SE SUBTOTAL:		**$10,500.00**
16TH STREET SE						
G.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	340	GAL	$1.60	$544.00
G.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	940	GAL	$2.60	$2,444.00
G.3	BITUMINOUS SEALCOAT		2,630	SQ YD	$1.80	$4,734.00
G.4	CRACK ROUTE & SEAL		1,140	LIN FT	$2.40	$2,736.00
				ESTIMATED 16TH STREET SE SUBTOTAL:		**$10,500.00**
BERNARD STREET SE						
H.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	260	GAL	$1.60	$416.00
H.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	720	GAL	$2.60	$1,872.00
H.3	BITUMINOUS SEALCOAT		1,990	SQ YD	$1.80	$3,582.00
H.4	CRACK ROUTE & SEAL		850	LIN FT	$2.40	$2,040.00
				ESTIMATED BERNARD STREET SE SUBTOTAL:		**$8,000.00**
ANTHONY STREET SE						
I.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	320	GAL	$1.60	$512.00
I.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	890	GAL	$2.60	$2,314.00
I.3	BITUMINOUS SEALCOAT		2,480	SQ YD	$1.80	$4,464.00
I.4	CRACK ROUTE & SEAL		1,090	LIN FT	$2.40	$2,616.00
				ESTIMATED ANTHONY STREET SE SUBTOTAL:		**$10,000.00**
FERRING STREET SE						
J.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	360	GAL	$1.60	$576.00
J.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	1,000	GAL	$2.60	$2,600.00
J.3	BITUMINOUS SEALCOAT		2,780	SQ YD	$1.80	$5,004.00
J.4	CRACK ROUTE & SEAL		1,190	LIN FT	$2.40	$2,856.00
				ESTIMATED FERRING STREET SE SUBTOTAL:		**$11,100.00**

ENGINEER'S PRELIMINARY ESTIMATE

2026 SEAL COAT IMPROVEMENT PROJECT
CITY PROJECT NO. 2608
CITY OF WILLMAR, MN
BMI PROJECT NO. 24X135366000

BOLTON & MENK
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SEPTEMBER 2024

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
ELIZABETH AVENUE SE						
K.1	BITUMINOUS MATERIAL FOR FOG SEAL (CSS-1h)	(1)(3)	690	GAL	$1.60	$1,104.00
K.2	BITUMINOUS MATERIAL FOR SEALCOAT (CRS-2P)	(2)(3)	1,940	GAL	$2.60	$5,044.00
K.3	BITUMINOUS SEALCOAT		5,430	SQ YD	$1.80	$9,774.00
K.4	CRACK ROUTE & SEAL		2,340	LIN FT	$2.40	$5,616.00
				ESTIMATED ELIZABETH AVENUE SE SUBTOTAL:		**$21,600.00**

NOTES:

(1) QUANTITY CALCULATED AT 0.12 GAL / SQ YD

(2) QUANTITY CALCULATED AT 0.34 GAL / SQ YD

(3) CONTRACTOR SHALL DETERMINE APPROPRIATE APPLICATION RATES

SUBTOTAL:	**$203,400.00**
CONTINGENCY (5%):	$10,200.00
TOTAL ESTIMATED CONSTRUCTION COST:	**$213,600.00**
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	$21,400.00
TOTAL ESTIMATED PROJECT COST:	**$235,000.00**

Appendix B: Figures (Under Separate Cover)

INC· 1901
WILLMAR
MINNESOTA

2025 & 2026 Construction Projects

Preliminary Engineering Report

City of Willmar

Appendix B:
Figures

Submitted by:
Bolton & Menk, Inc.
2040 Highway 12 East
Willmar, MN 56201
P: 320-231-3956
F: 320-231-9710

BOLTON & MENK
Real People. Real Solutions.

2025 Construction Projects

City of Willmar

Figure 1: 2025 Project Locations

September 2024

BOLTON & MENK

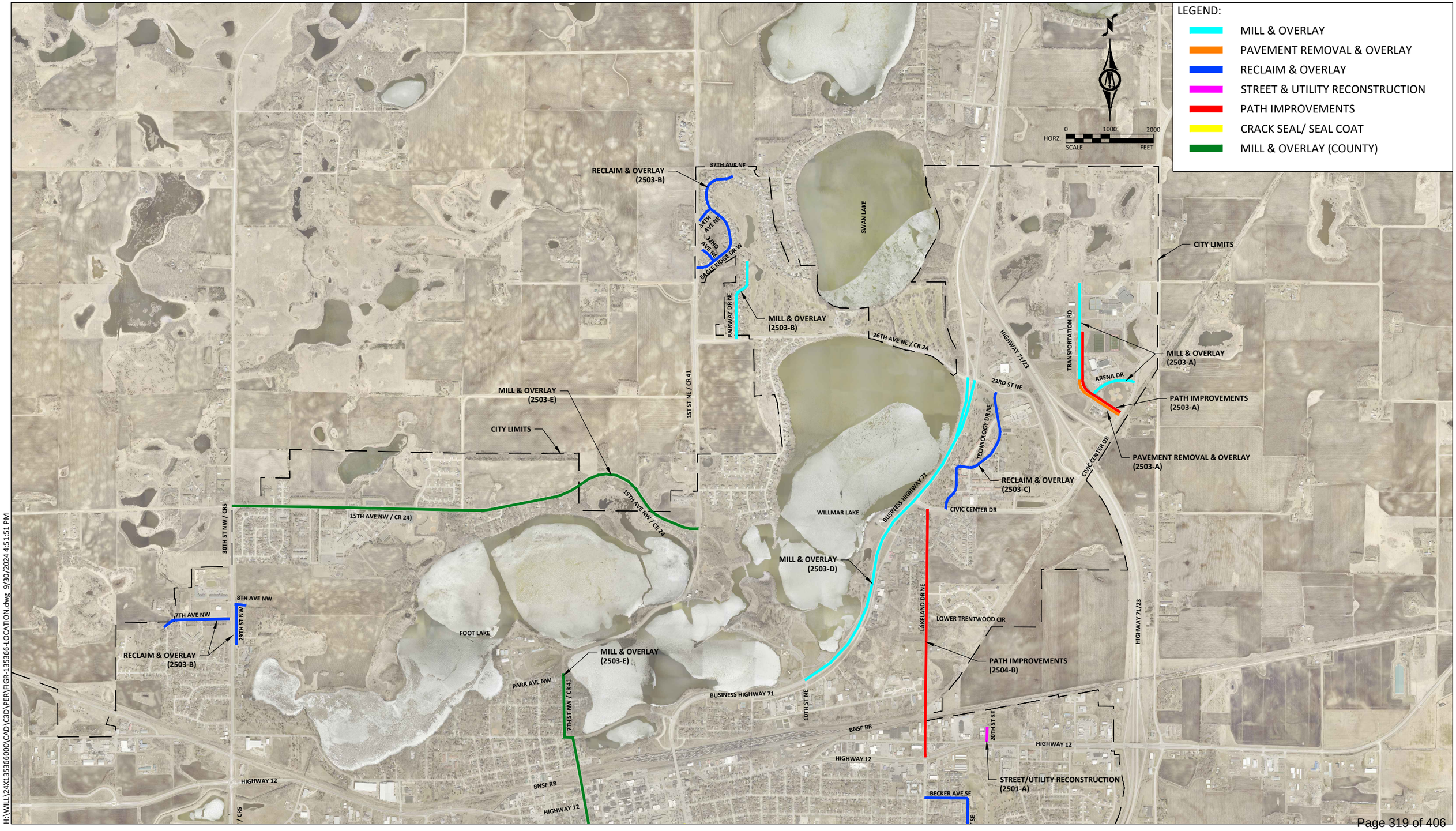
LEGEND:

- MILL & OVERLAY
- PAVEMENT REMOVAL & OVERLAY
- RECLAIM & OVERLAY
- STREET & UTILITY RECONSTRUCTION
- PATH IMPROVEMENTS
- CRACK SEAL/ SEAL COAT
- MILL & OVERLAY (COUNTY)

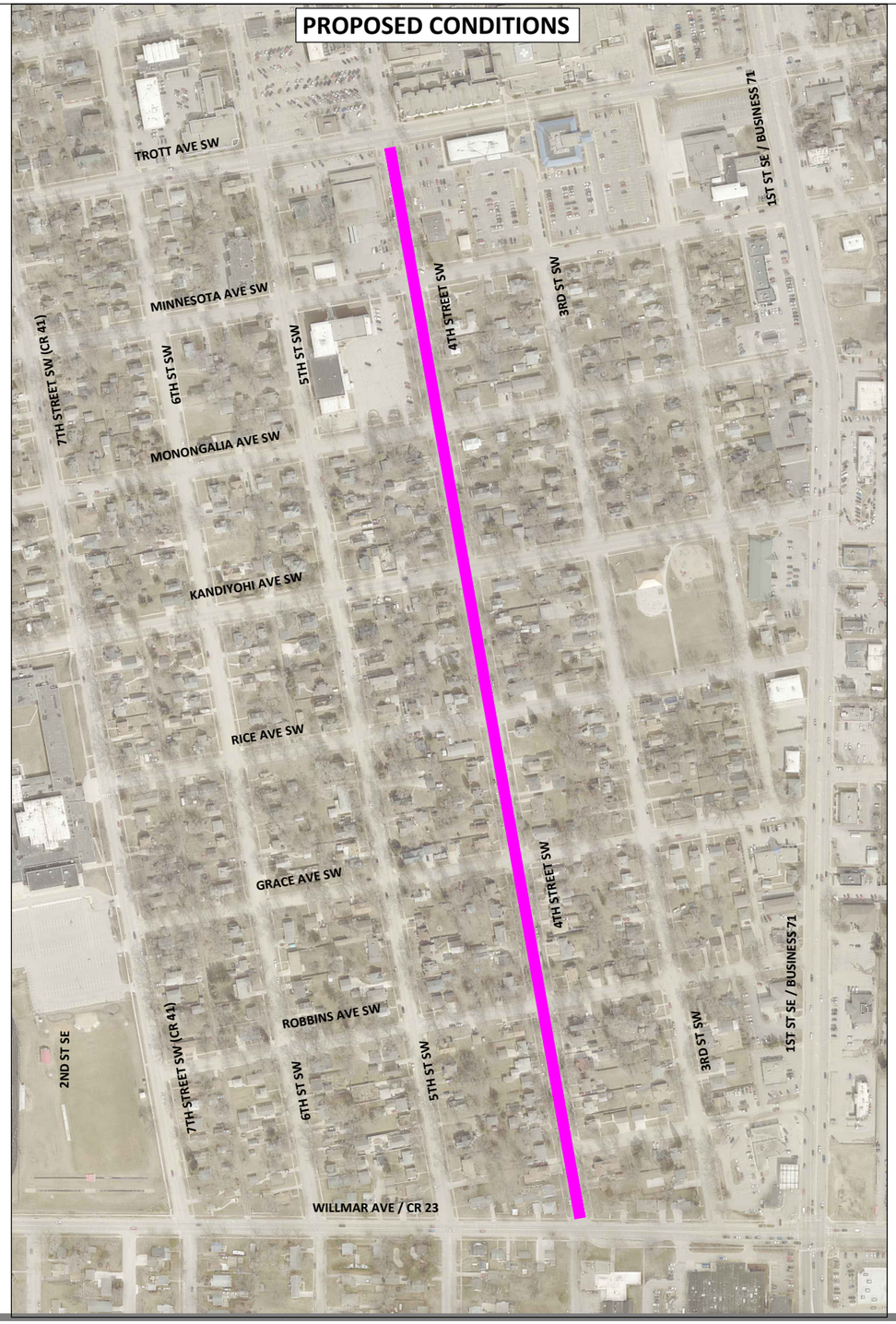
HORZ. SCALE 0 1000 2000 FEET

CITY LIMITS
15TH AVE NW / CR 24)
30TH ST NW / CR5
CITY LIMITS
MILL & OVERLAY (2503-E)
15TH AVE NW / CR 24
WILLMAR LAKE
BUSINESS HIGHWAY 71
TECHNOLOGY DR
CIVIC CENTER DR
8TH AVE NW
7TH AVE NW
29TH ST NW
RECLAIM & OVERLAY (2503-B)
FOOT LAKE
MILL & OVERLAY (2503-D)
LAKELAND DR NE
LOWER TRENTWOOD CIR
MILL & OVERLAY (2503-E)
PARK AVE NW
7TH ST NW / CR 41
BUSINESS HIGHWAY 71
10TH ST NE
PATH IMPROVEMENTS (2504-B)
BNSF RR
20TH ST SE
HIGHWAY 12
HIGHWAY 12
STREET/UTILITY RECONSTRUCTION (2501-A)
HIGHWAY 12
BNSF RR
CRACK SEAL/SEAL COAT (2508)
BECKER AVE SE
MILL & OVERLAY (2503-E)
TROTT AVE SW
4TH ST SW
RECLAIM & OVERLAY (2503-A)
19TH ST SE
18TH ST SE
7TH AVE SE
8TH AVE SE
17TH ST SE
LAKELAND DR SE
KANDIYOHI AVE SW
6TH ST SW
STREET/UTILITY RECONSTRUCTION (2501-B)
CAROLINA AVE SW
14TH ST SW
7TH ST SW (CR 41)
WILLMAR AVE / CR 23
WILLMAR AVE / CR 23
30TH ST NW / CR5
AIRPORT ROAD
15TH AVE SW
CITY LIMITS
16TH ST SW
13TH AVE SW
17TH ST SW
CRACK SEAL/SEAL COAT (2508)
1ST ST / BUSINESS HIGHWAY 71
HIGHWAY 71/23
RECLAIM & OVERLAY (2503-B)
19TH AVE SW / CR 15
24TH ST SW
22ND ST SW
20TH AVE SW
21ST AVE SW
MILL & OVERLAY (2503-B)
HIGHWAY 71/23

H:\WILL\24X\13536000\CAD\C3D\PER\FIGR-135366-LOCATION.dwg 9/30/2024 4:51:46 PM



H:\WILL\24X\13536000\CAD\C3D\PER\FIGR-135366-LOCATION.dwg 9/30/2024 4:51:51 PM

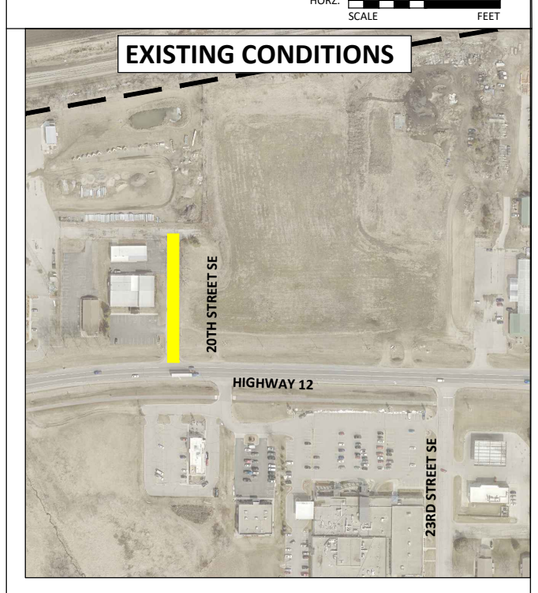


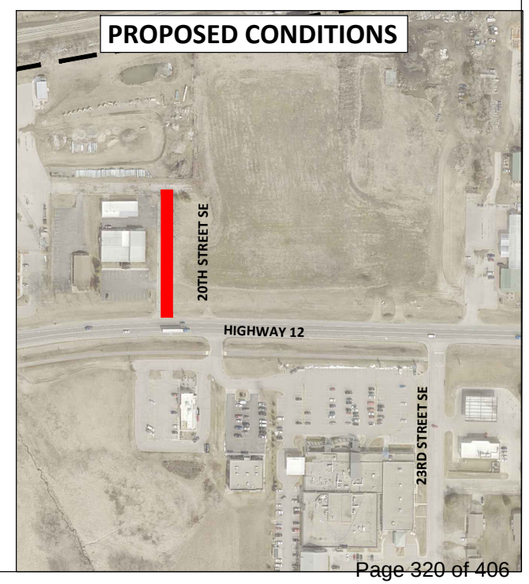
LEGEND:

- 52-Foot FOC - FOC
- 38-Foot FOC - FOC
- 32-Foot FOC - FOC
- 30-Foot FOC - FOC

FOC = Face of Curb

HORZ. SCALE 0 200 400 FEET

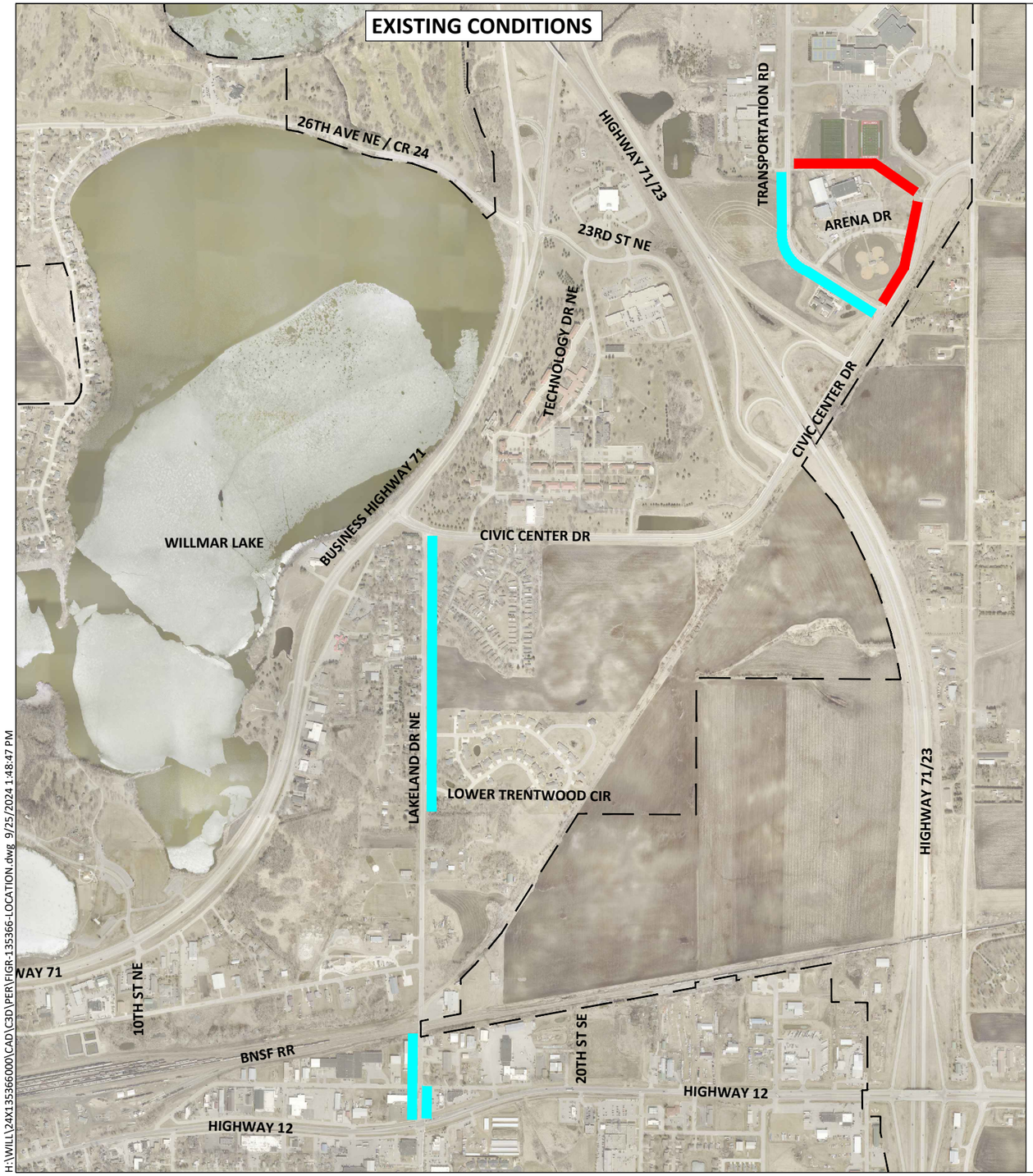


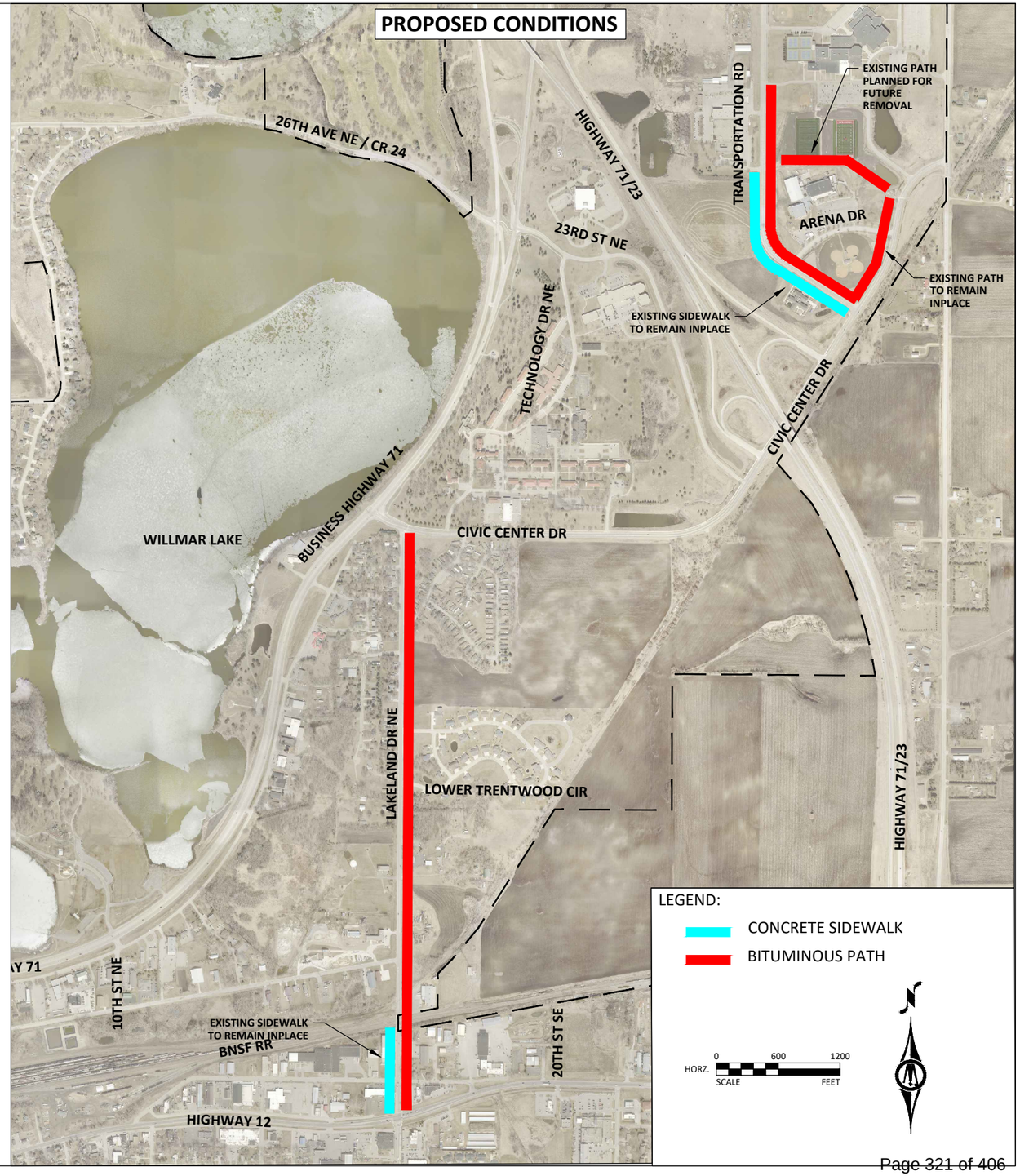


H:\WILL\24X\135366000\CAD\C3D\PER\FIGR-135366-LOCATION.dwg 9/25/2024 1:48:44 PM

Figure 4: 2025 Project Areas - Sidewalk/Path Locations

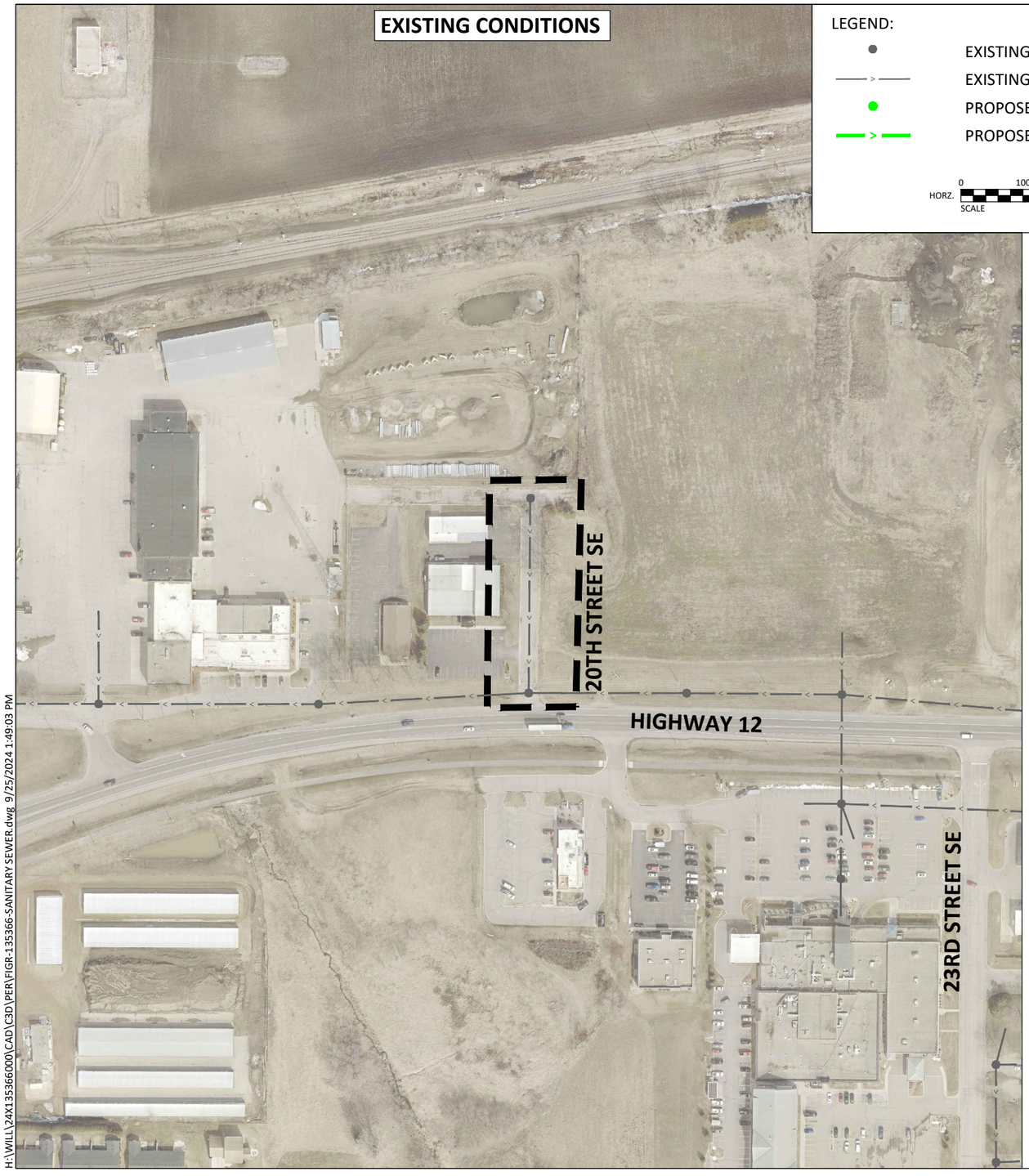
BOLTON & MENK





H:\WILL\24X135366000\CAD\C3D\PER\FIGR-135366-LOCATION.dwg 9/25/2024 1:48:47 PM

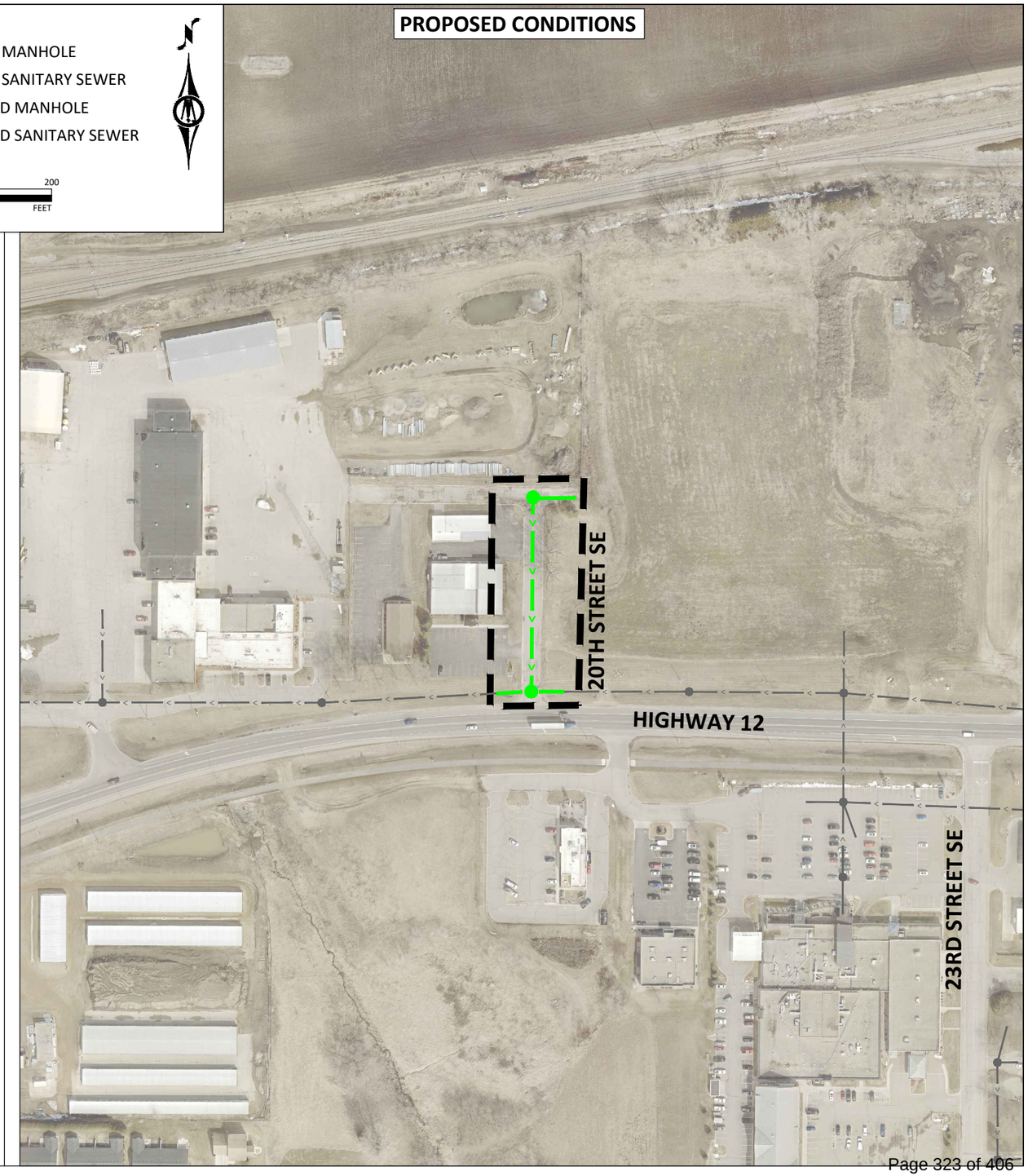
H:\WILL\24X\135366000\CAD\C3D\PER\FIGR-135366-LOCATION.dwg 9/25/2024 1:48:52 PM



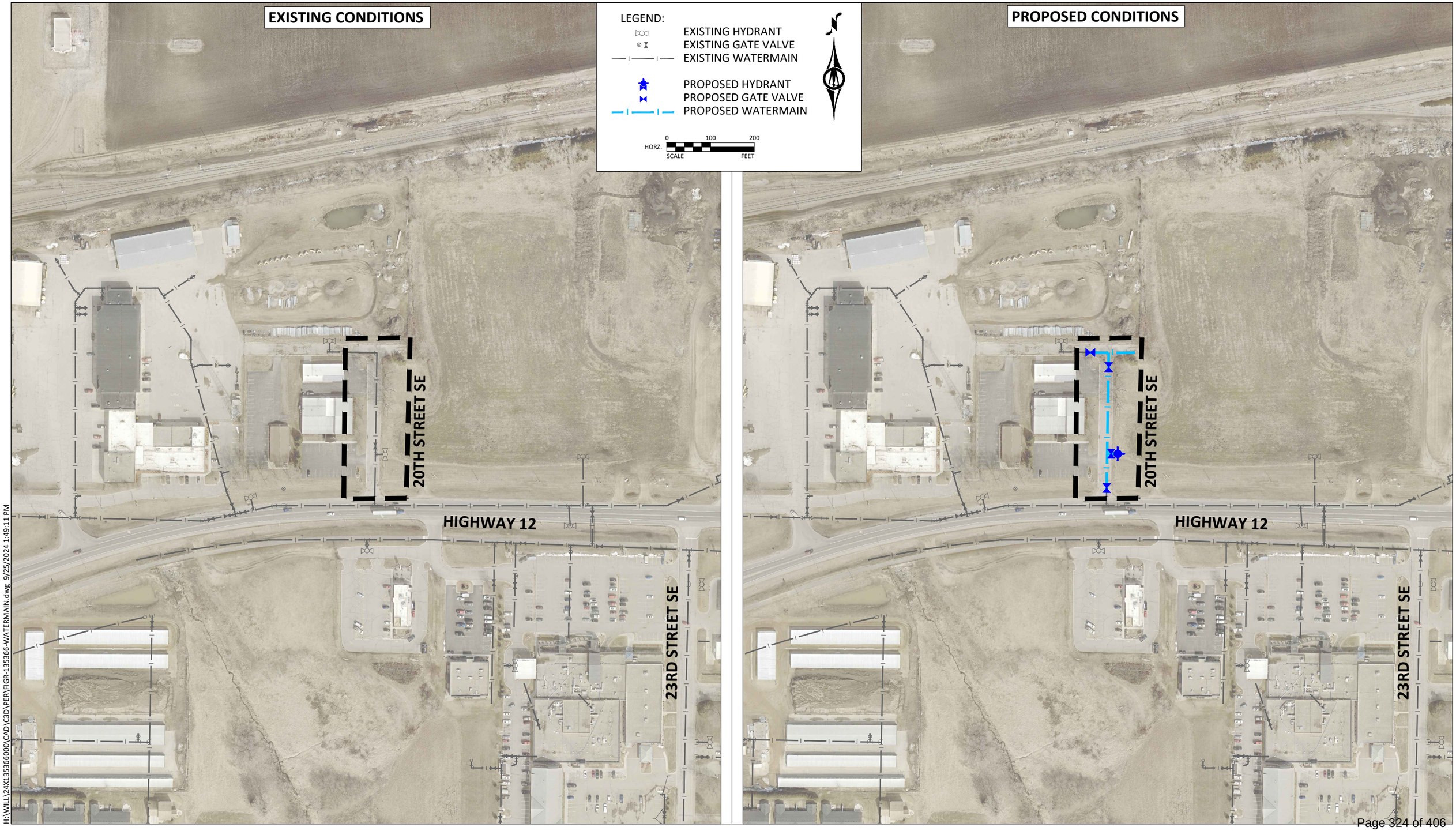
LEGEND:

- EXISTING MANHOLE
- EXISTING SANITARY SEWER
- PROPOSED MANHOLE
- PROPOSED SANITARY SEWER

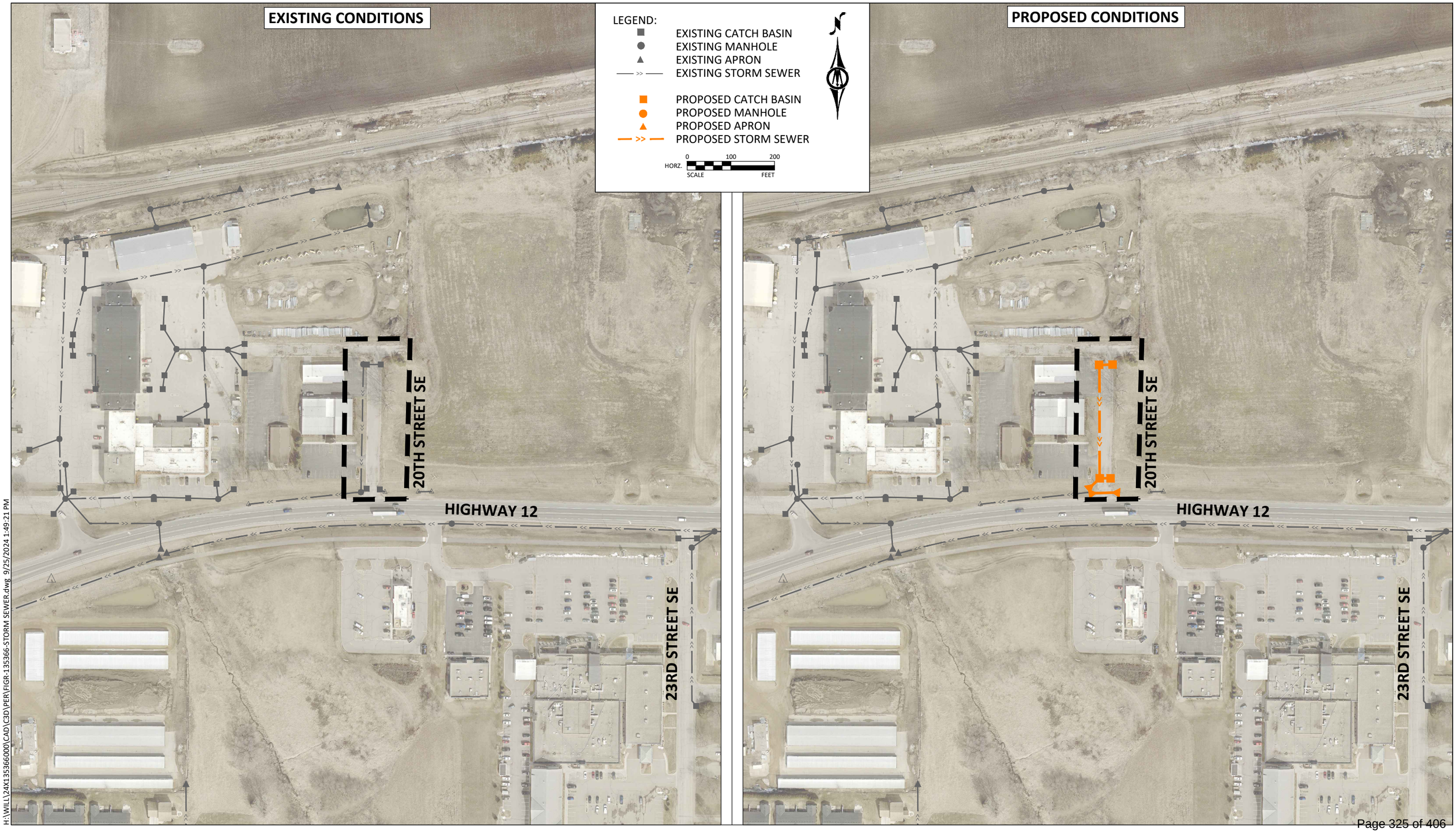
HORZ. SCALE 0 100 200 FEET



H:\WILL\24X\13536000\CAD\C3D\PER\FIGR-135366-SANITARY SEWER.dwg 9/25/2024 1:49:03 PM



H:\WILL\24X\13536000\CAD\C3D\PER\FIGR-135366-WATERMAIN.dwg 9/25/2024 1:49:11 PM



H:\WILL\24X13536000\CAD\C3D\PER\FIGR-135366-STORM SEWER.dwg 9/25/2024 1:49:21 PM

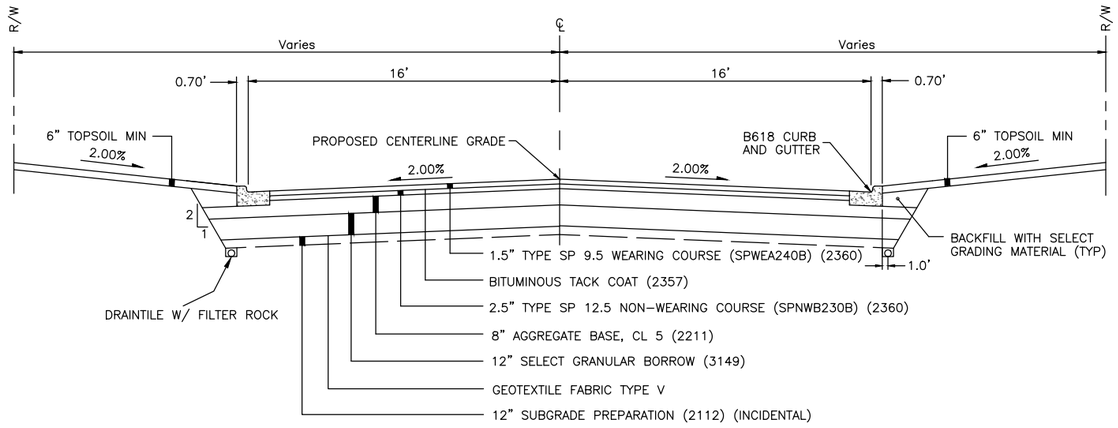
H:\WILL\24X\135366000\CAD\C3D\PER\FIGR-135366-SANITARY SEWER.dwg 9/25/2024 1:49:31 PM

H:\WILL\24X\135366000\CAD\C3D\PER\FIGR-135366-WATERMAIN.dwg 9/25/2024 1:49:42 PM

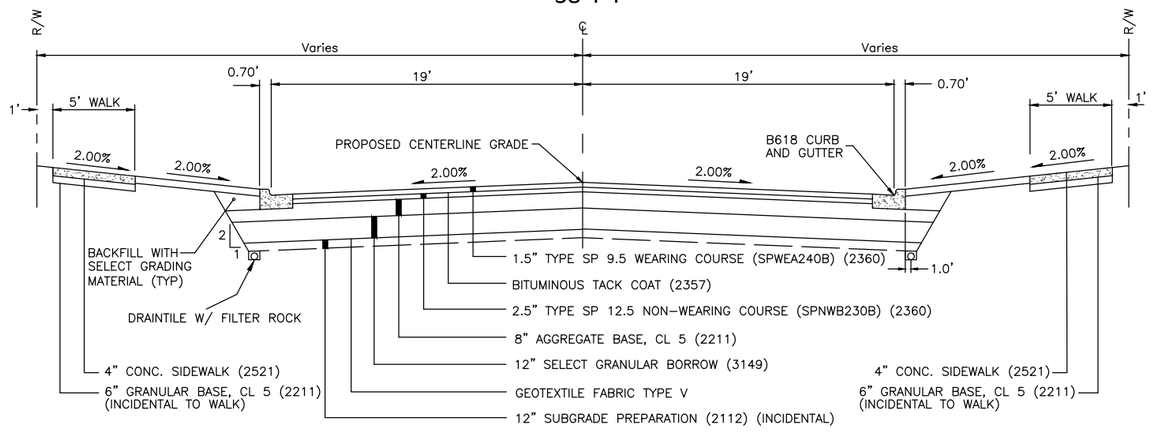
EXISTING CONDITIONS
PROPOSED CONDITIONS
LEGEND:
EXISTING CATCH BASIN
EXISTING MANHOLE
EXISTING APRON
EXISTING STORM SEWER
PROPOSED CATCH BASIN
PROPOSED MANHOLE
PROPOSED APRON
PROPOSED STORM SEWER
HORZ. SCALE
0
200
400
FEET
TROTT AVE SW
MINNESOTA AVE SW
MONONGALIA AVE SW
KANDIYOHI AVE SW
RICE AVE SW
GRACE AVE SW
ROBBINS AVE SW
WILLMAR AVE / CR 23
7TH STREET SW (CR 41)
6TH ST SW
5TH ST SW
4TH STREET SW
3RD ST SW
1ST ST SE / BUSINESS 71
2ND ST SE

H:\WILL\24X\13536000\CAD\C3D\PER\FIGR-135366-STORM SEWER.dwg 9/25/2024 1:49:58 PM

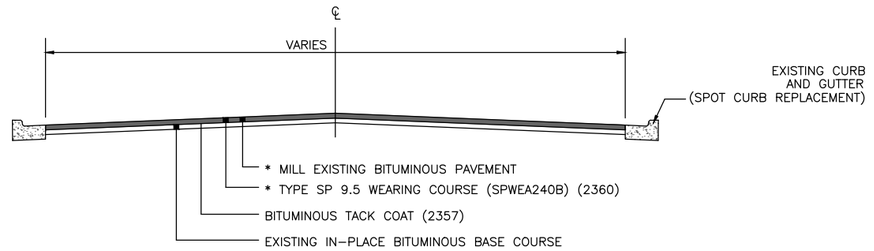
20TH STREET SE
32' F-F



4TH STREET SW
(WILLMAR AVE TO TROTT AVE)
38' F-F



MILL & OVERLAY

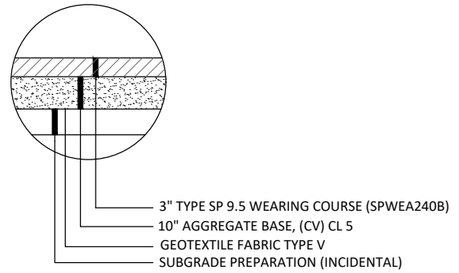


*NOTE:

1.5" MILL & OVERLAY ON FAIRWAY DRIVE, ARENA DRIVE, 21ST AVE SW, & 22ND STREET SW

2.5" MILL & OVERLAY ON TRANSPORTATION ROAD

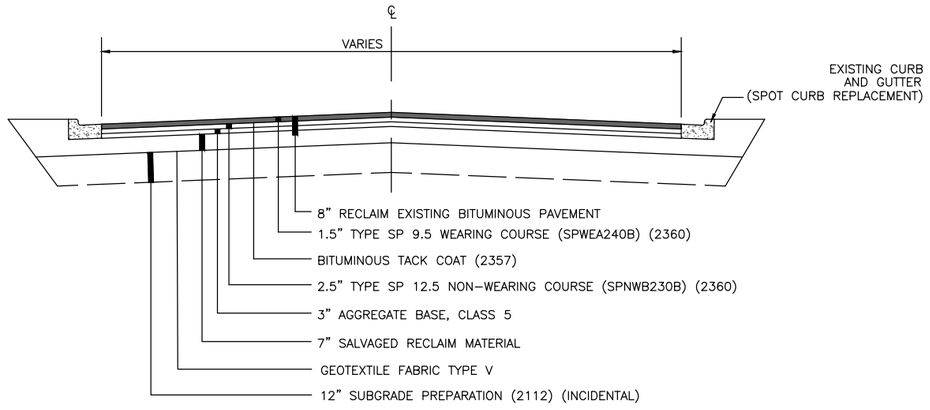
3" MILL & OVERLAY ON BUSINESS HIGHWAY 71



BITUMINOUS PATH

NOT TO SCALE

RECLAIM & OVERLAY



H:\WILL\24X\13536000\CAD\C3D\PER\FIGR-135366-TYPICAL SECTIONS.dwg 9/25/2024 1:50:03 PM

LEGEND:

- MILL & OVERLAY
- PAVEMENT REMOVAL & OVERLAY
- RECLAIM & OVERLAY
- STREET & UTILITY RECONSTRUCTION
- PATH IMPROVEMENTS
- CRACK SEAL/ SEAL COAT
- MILL & OVERLAY (COUNTY)

HORZ. SCALE 0 1000 2000 FEET

CITY LIMITS

STREET/UTILITY RECONSTRUCTION (2601-A)

14TH AVE NW

13TH AVE NW

12TH AVE NW

30TH ST NW / CR5

29TH ST NW

28TH ST NW

27TH ST NW

26TH ST NW

24TH ST NW

WILLMAR LAKE

CIVIC CENTER DR

LOWER TRENTWOOD CIR

FOOT LAKE

PARK AVE NW

BUSINESS HIGHWAY 71

BNSF RR

HIGHWAY 12

CRACK SEAL/ SEAL COAT (2608)

ELIZABETH AVE SE

BERNARD ST SE

ANTHONY ST SE

FERRING ST SE

13TH ST SE

14TH ST SE

15TH ST SE

16TH ST SE

TROTT AVE SE

MILL & OVERLAY (2603-A)

MILL & OVERLAY (2603-A)

INDUSTRIAL DR SW

TROTT AVE SW

MINNESOTA AVE SW

MONONGALIA AVE SW

CAROLINA AVE SW

CRACK SEAL/ SEAL COAT (2608)

OLENA AVE SE

LAKELAND DR SE

2ND ST SE

6TH ST SE

9TH ST SE

RECLAIM & OVERLAY (2603-B)

WILLMAR AVE / CR 23

18TH ST SW

16TH ST SW

STREET/UTILITY RECONSTRUCTION (2601-B)

AIRPORT ROAD

15TH AVE SW

CITY LIMITS

1ST ST / BUSINESS HIGHWAY 71

9TH ST SE

10TH ST SE

11TH ST SE

14TH AVE SE

PLEASANTVIEW CIR SE

PLEASANT VIEW DR SE

DANA DR SE

13TH ST SE

15TH ST SE

20TH AVE SE

RECLAIM & OVERLAY (2603-B)

HIGHWAY 71/23

RECLAIM & OVERLAY (2603-B)

10TH ST SW

9TH ST SW

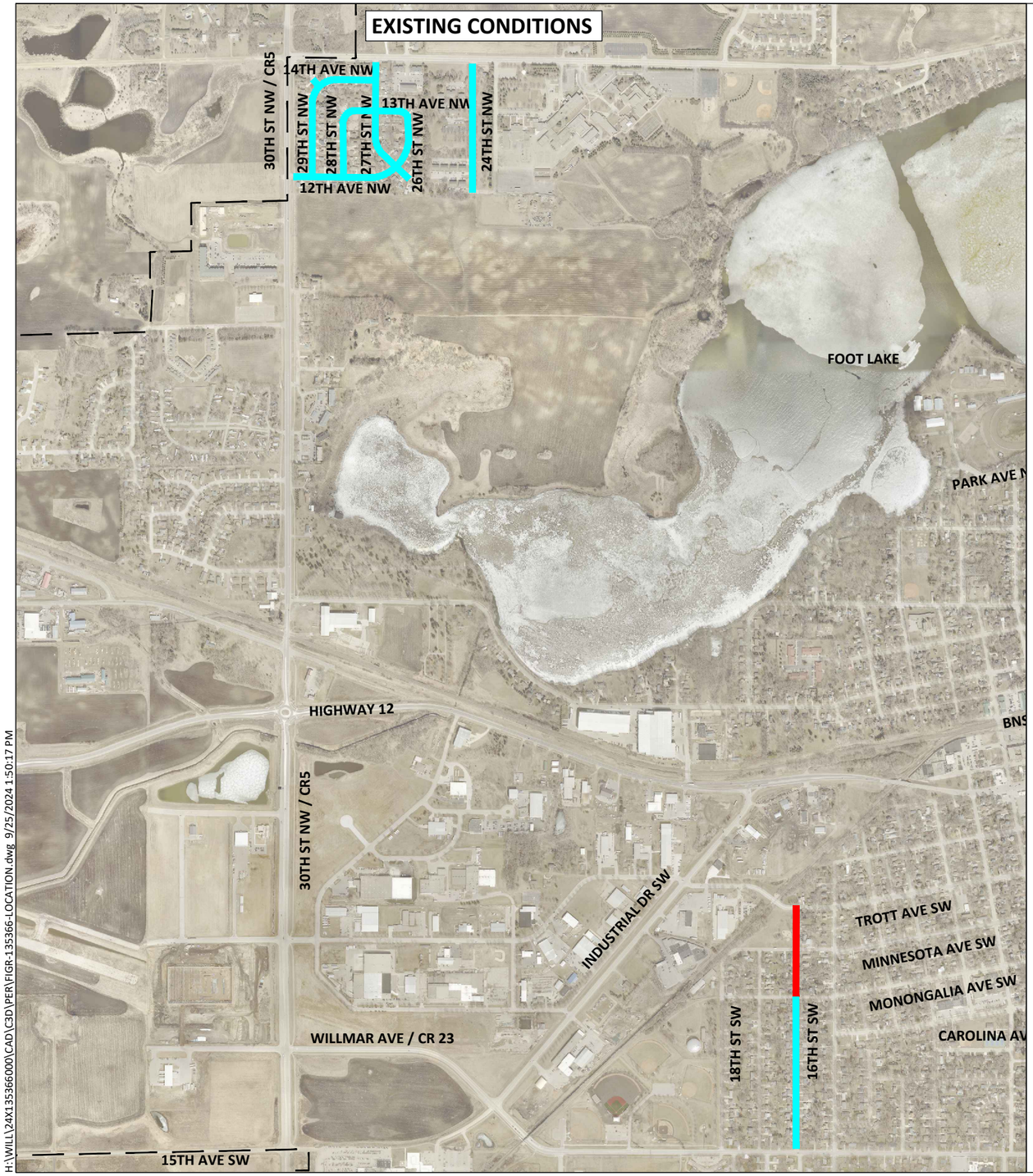
24TH AVE SW

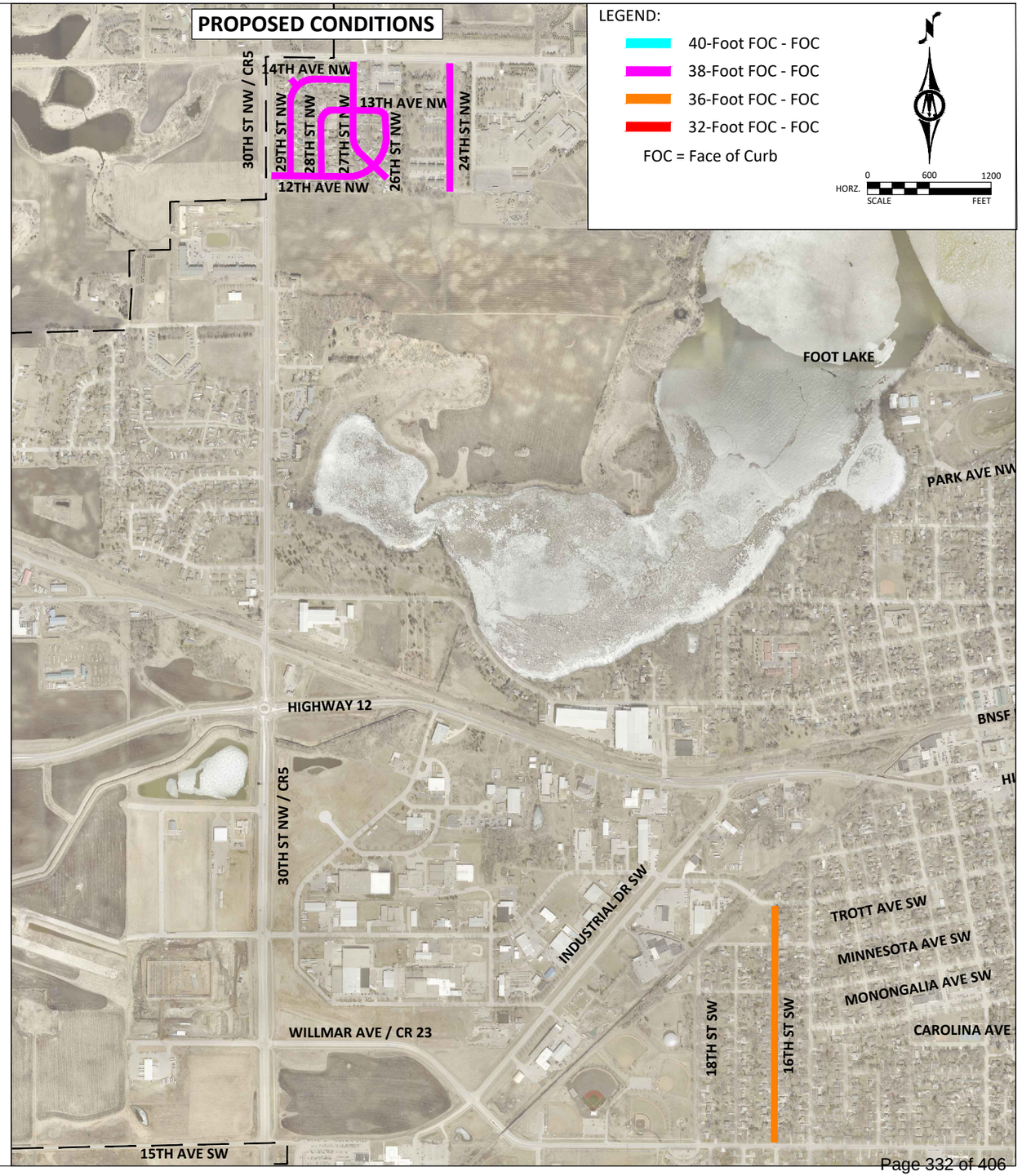
25TH AVE SW

H:\WILL\24X135366000\CAD\C3D\PER\FIGR-135366-LOCATION.dwg 9/25/2024 1:50:11 PM

Figure 15: 2026 Reconstruction Project Areas - Street Widths

BOLTON & MENK





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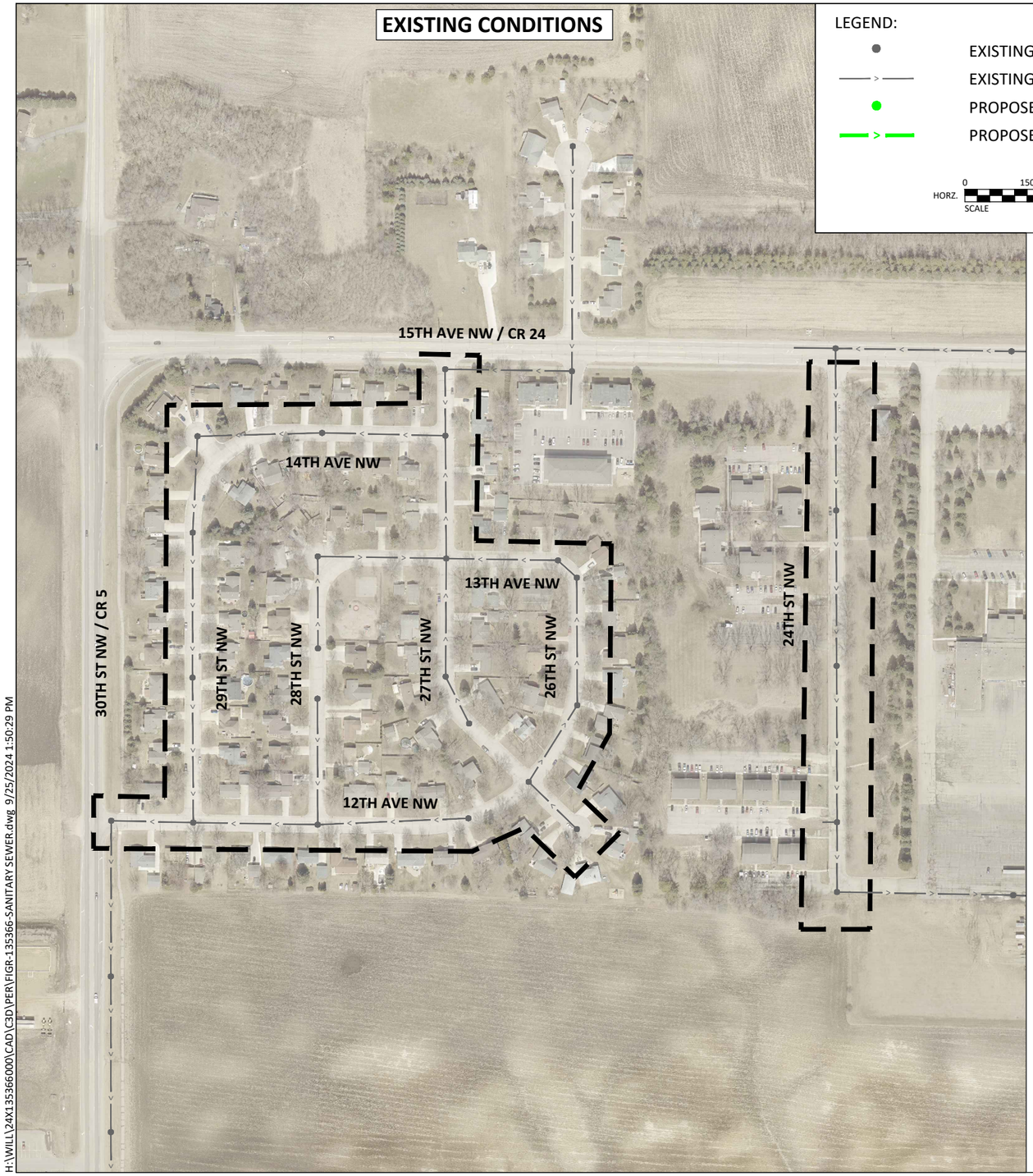

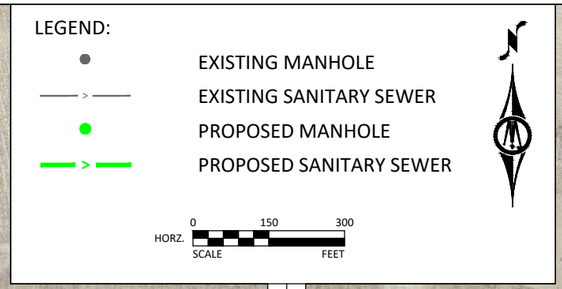

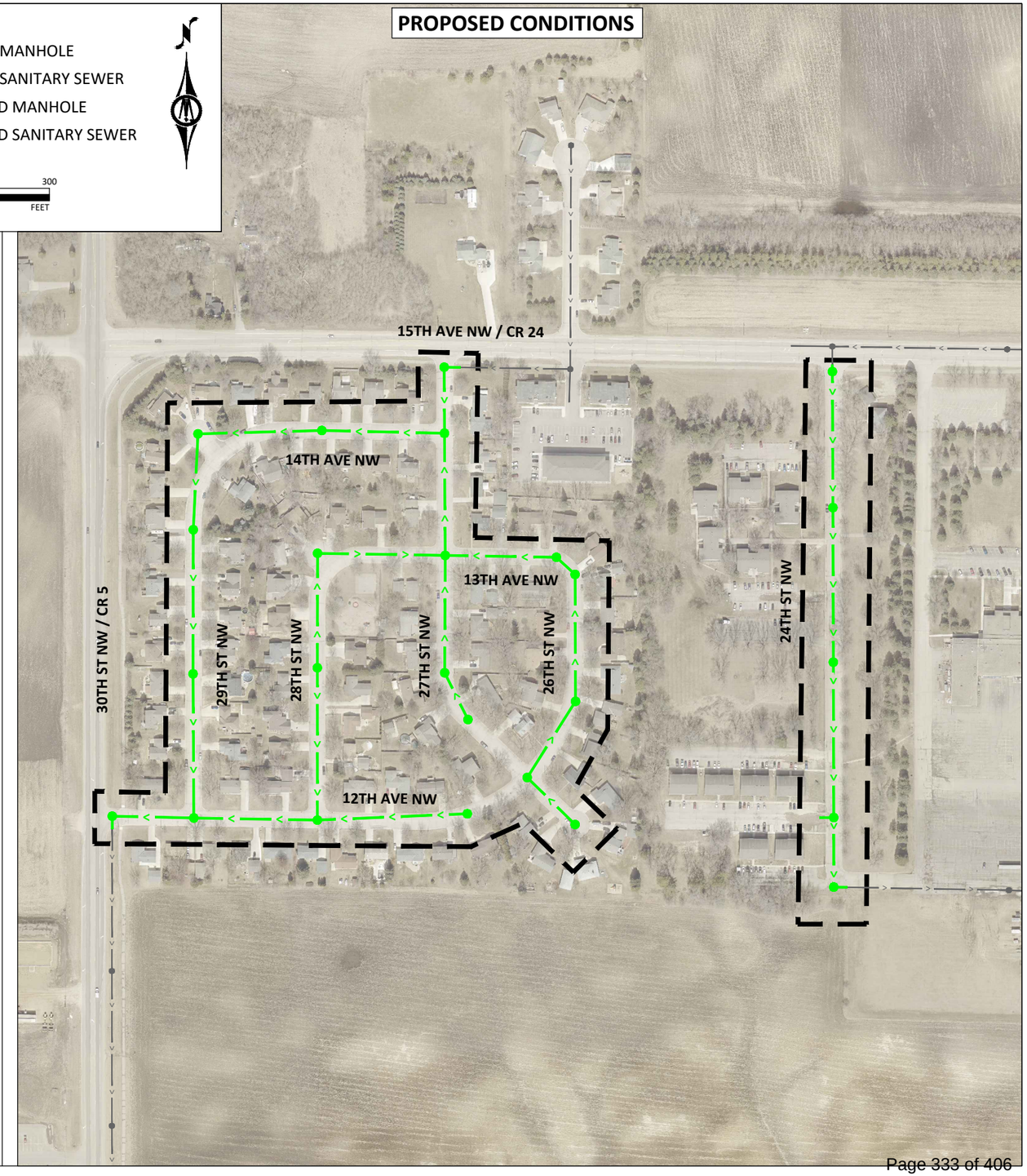

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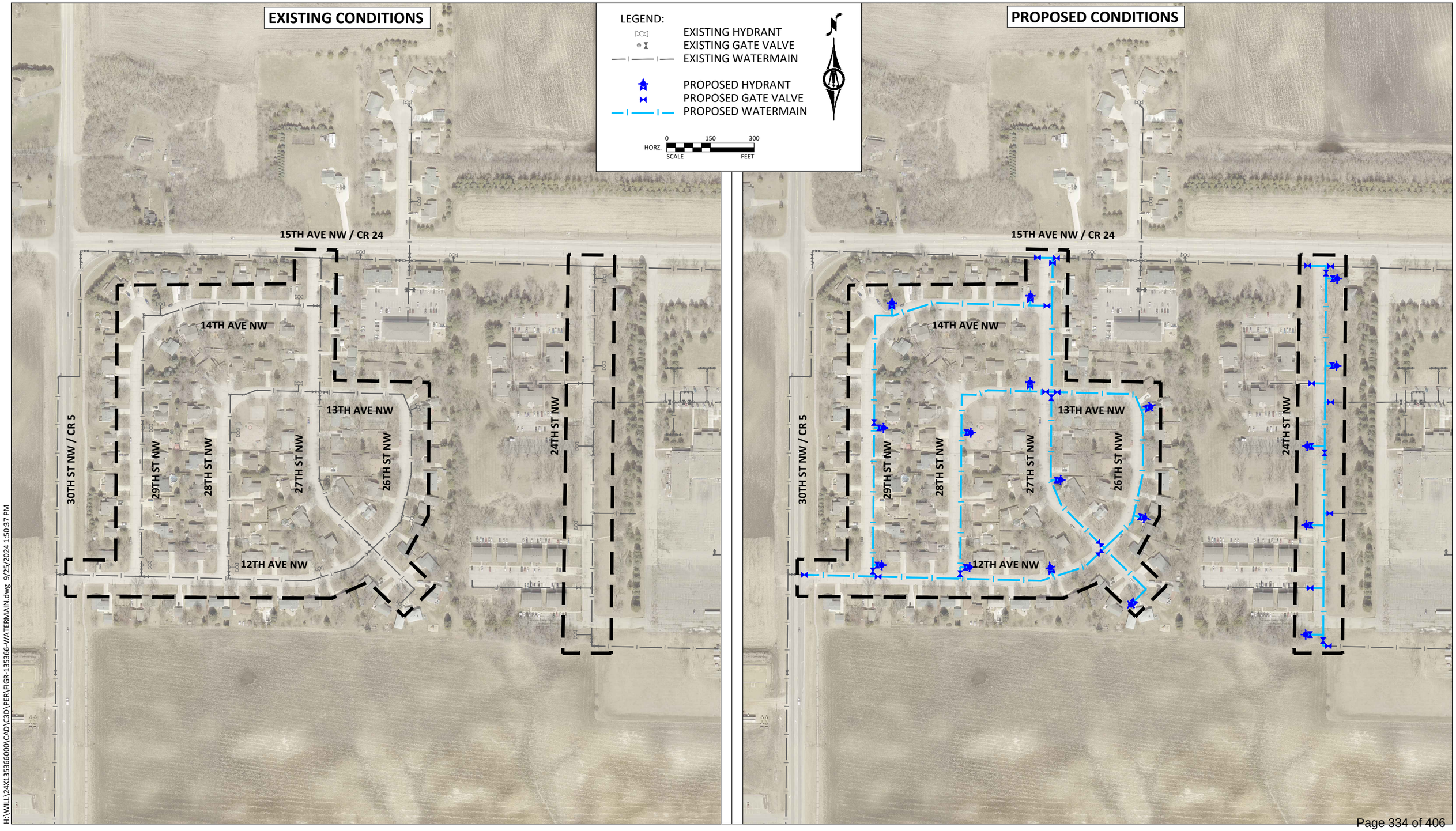
Figure 17: Collegeview Area and 24th Street NW - Watermain

BOLTON & MENK



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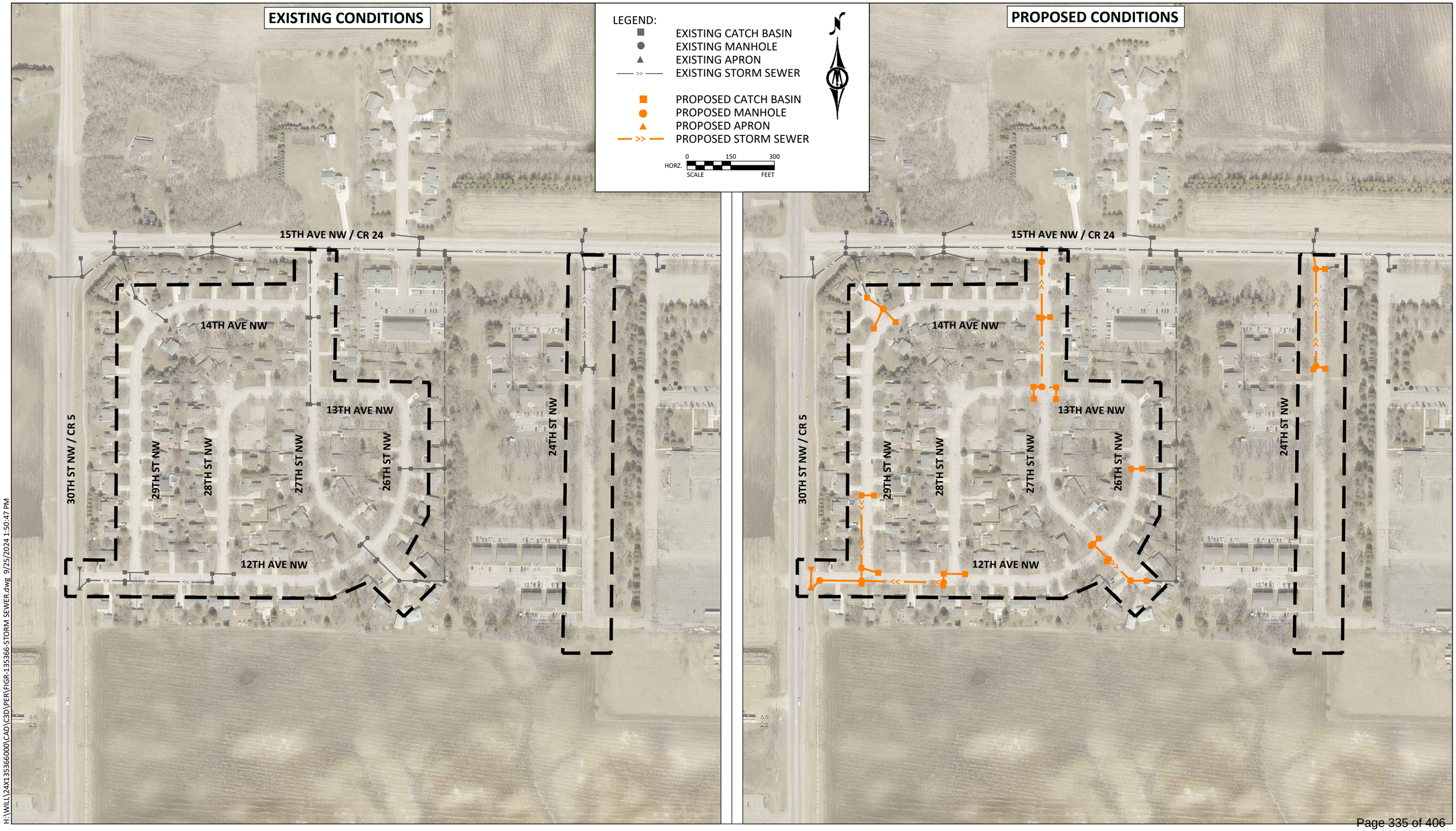
EXISTING CONDITIONS
PROPOSED CONDITIONS
LEGEND:
EXISTING CATCH BASIN
EXISTING MANHOLE
EXISTING APRON
EXISTING STORM SEWER
PROPOSED CATCH BASIN
PROPOSED MANHOLE
PROPOSED APRON
PROPOSED STORM SEWER
HORZ. SCALE
0
150
300
FEET
15TH AVE NW / CR 24
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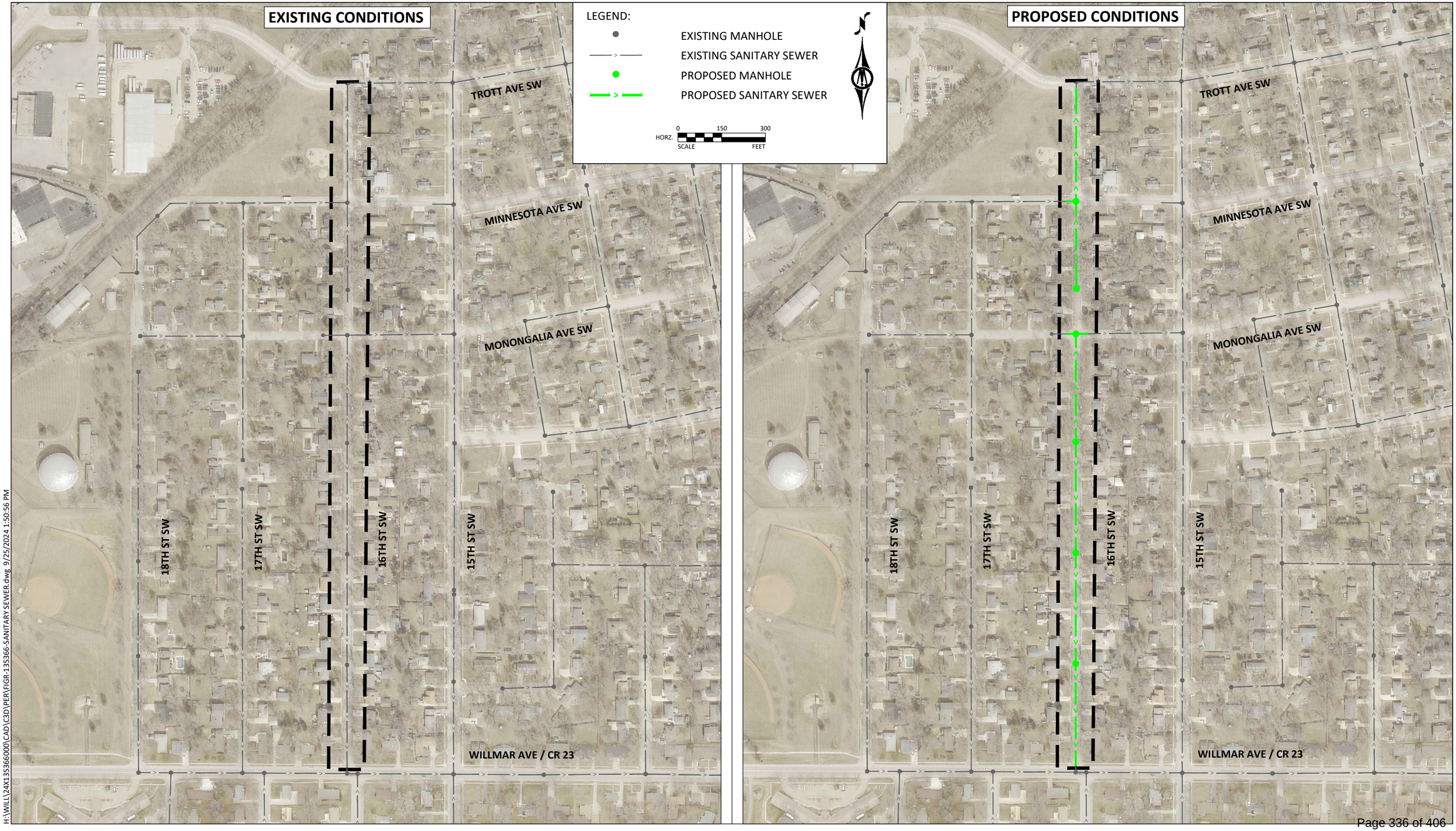
26TH ST NW
24TH ST NW



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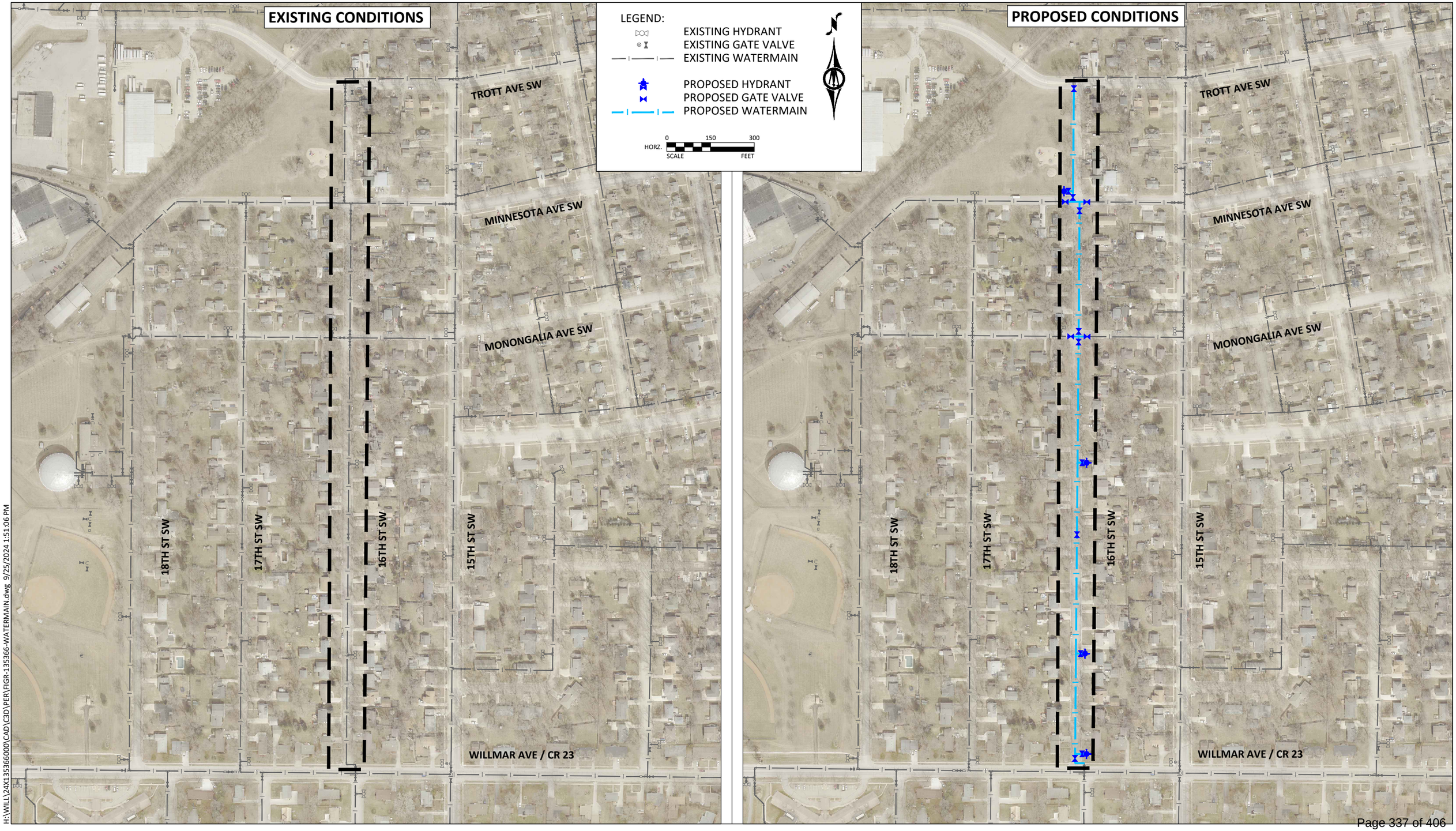
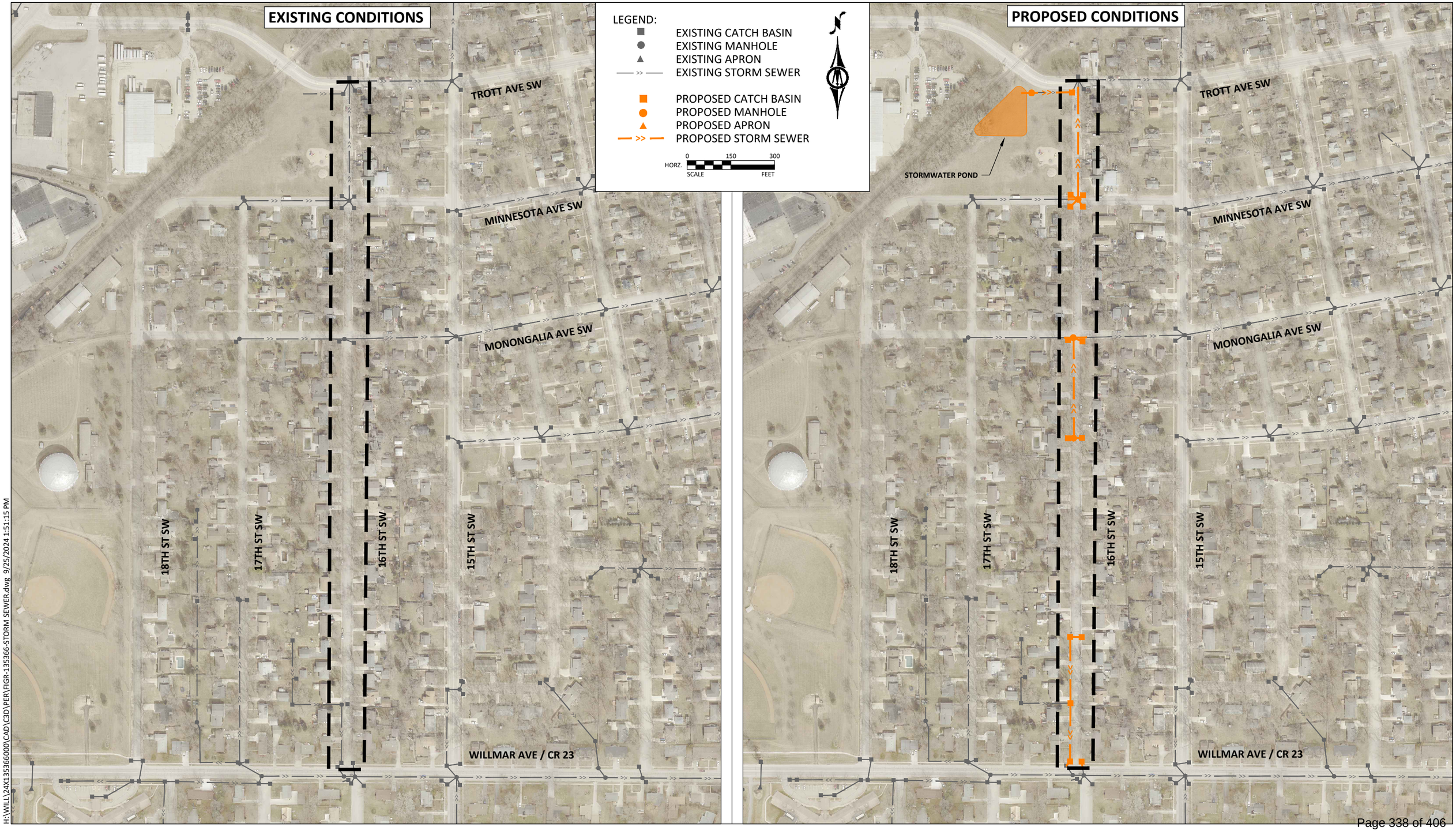

EXISTING CONDITIONS
PROPOSED CONDITIONS
LEGEND:
EXISTING HYDRANT
EXISTING GATE VALVE
EXISTING WATERMAIN
PROPOSED HYDRANT
PROPOSED GATE VALVE
PROPOSED WATERMAIN
HORZ. SCALE
0
150
300
FEET
TROTT AVE SW
MINNESOTA AVE SW
MONONGALIA AVE SW
18TH ST SW
17TH ST SW
16TH ST SW
15TH ST SW
WILLMAR AVE / CR 23

Figure 21: 16th Street SW - Storm Sewer

BOLTON & MENK



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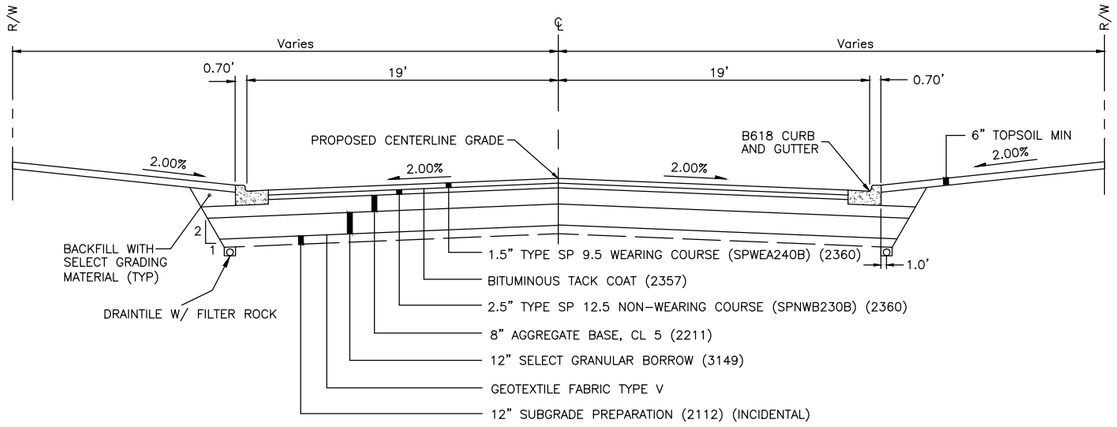
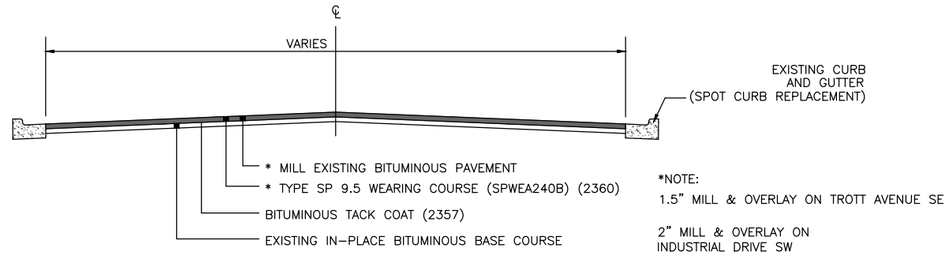
COLLEGEVIEW AREA
24TH STREET NW
38' F-F



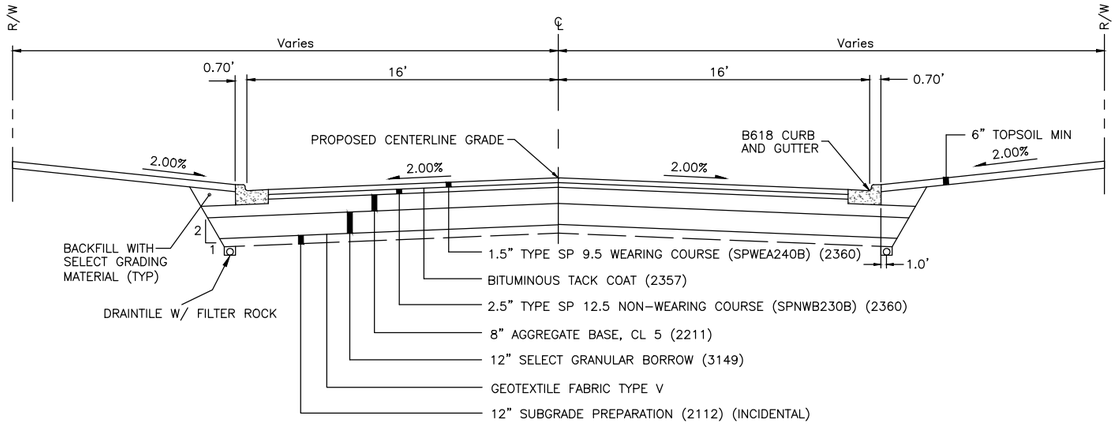
MILL & OVERLAY



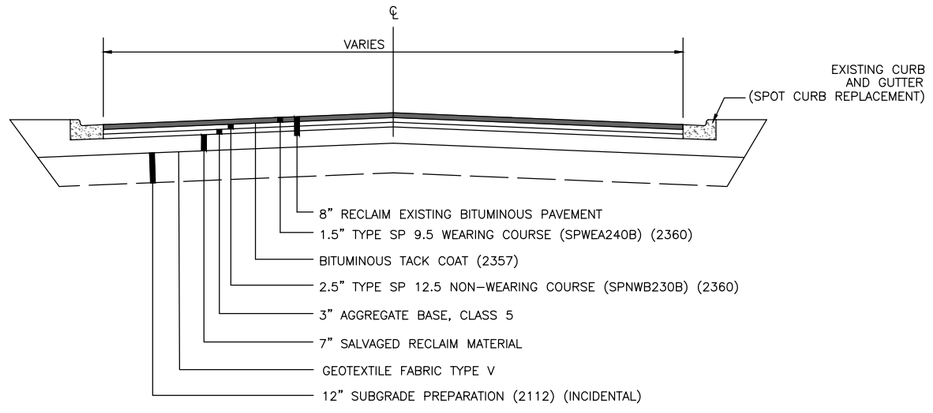
*NOTE:
1.5" MILL & OVERLAY ON TROTT AVENUE SE

2" MILL & OVERLAY ON INDUSTRIAL DRIVE SW

16TH STREET SW
(WILLMAR AVE TO TROTT AVE)
36' F-F



RECLAIM & OVERLAY



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City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	11.G.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	Yes	**Prepared By:**	Kyle Box, City Operations Director
Ordinance:	No	**Presented By:**	Kyle Box, City Operations Director
Item:	Approval of a Professional Services Contract - Bolton and Menk		

RECOMMENDED ACTION:
To Approve the Professional Services Agreement between the City of Willmar and Bolton & Menk

OVERVIEW:
The City of Willmar is proposing to complete an entire fiber network within the city limits to provide broadband services to all current residential and business properties in 3 different phases, along with a Network Operations Center (NOC). This proposal is for Bolton & Menk, Inc. to provide design services for the Phase 1 project area, not including the NOC, and will be completed in conjunction with the services provided by Hometown Fiber and the City of Willmar. Bolton & Menk, Inc.'s scope of services is dependent upon and relies on the cooperative effort of Hometown Fiber and the City of Willmar. Please see the attached map showing the Phase 1 project area.

The project currently has undergone a progressive feasibility study by Hometown Fiber identifying existing conditions to create a network model. This information has given technical facts demonstrating the infrastructure material needs and cost estimate feasibility to move forward with the project. The proposal & scope of services for Phase 1 have been based on this information, in addition to our discussions with the City of Willmar and Hometown Fiber.

BUDGETARY/FISCAL ISSUES:
Industrial Park Fund:
$403,000

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Report on Contract Approval
2. Fiber Project Update Memo_B&M

3. Resolution B&M Phase 1
4. 2024-07-15 Willmar Hometown Fiber Proposal - Phase 1
5. 2024-07-17 Consultant Services Agreement - City of Willmar Fiber Project, Engineer Executed
6. Exhibit 2 - 2024 Cert of Insurance

333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

Date: October 1, 2024
To: Mayor Reese and City Council
From: Kyle Box, City Operations Director
Subject: Report on Contract Approval with Bolton & Menk, Inc.

Summary of Action Item
The purpose of this report is to summarize the action item concerning the approval of a contract with Bolton & Menk, Inc. This contract is essential for the ongoing project, Connect Willmar Initiative, and requires prompt approval to formalize the partnership and ensure continued progress.

Explanation of Delays in Contract Signing
The contract with Bolton & Menk, Inc. was not signed prior to the commencement of work due to several key factors:

1. **Transition of Project Managers:**
    - A change in project management occurred while ongoing conversations regarding network architecture and civil engineering were being discussed. During this transition, the staff completed a review and recommended that the City Council, on October 2, 2023, accept the network architecture proposal in the amount of $687,524 (Hometown Fiber). It is unknown why the Bolton & Menk proposal was not included with the Hometown Fiber proposal at this time.
    - The incoming staff required time to familiarize themselves with project details and vendor relationships. A separate contract for civil engineering was not explicitly known. Staff were made aware of the unsigned agreement in approximately May 2024. Work continued on the project while this specific contract was being refined to Phase 1 of the project.

2. **Continuity of Service:**

    - In an effort to maintain continuity of service and avoid disruptions to the project timeline, work continued on while the contract was being revised and finalized.
    - Both Bolton and Menk and our team prioritized the project's deadlines, ensuring that critical tasks could proceed without interruption despite the lack of a formal contract.

3. **Good Faith Efforts:**
    - All parties involved demonstrated good faith in moving the project forward. Bolton & Menk and our team collaborated effectively, focusing on meeting project milestones even as contractual details were being updated and finalized.
    - Continuous communication and updates were maintained to ensure alignment on project goals and timelines, fostering a cooperative working relationship during this period.

4. **Key Points of Consideration**
    - **Risk Management:** While the decision to proceed without a signed contract may pose some risk, it was considered necessary to keep the project on track, given its importance to Connect Willmar Initiative.
    - **Positive Vendor Relationship:** The engagement with Bolten & Menk continues to foster a strong working relationship, with both parties demonstrating commitment to the project's success.
    - **Future Process Improvements:** Moving forward, lessons learned from this experience will inform contract negotiation processes to prevent similar delays. Establishing more explicit timelines for contract approval in relation to project kick-off will be a priority.

Conclusion

Approval of the contract with Bolton & Menk is essential to formalizing our working relationship and ensuring the project's success. The combination of project management transitions, the need for continuity of service, and the reasonable faith efforts of all parties involved led to the decision to begin work before contract finalization. Prompt approval of this contract is necessary to solidify our partnership and ensure all contractual obligations are met moving forward.

BOLTON & MENK

Real People. Real Solutions.

MEMORANDUM

Date: October 1, 2024

To: Kyle Box
City Operations Director

From: Joshua Halvorson, P.E.
Principal Engineer

Subject: Willmar Fiber Project
BMI Project No.: 0W.1132889

Additional research on the Professional Services Agreement for Phase 1 of the Willmar Fiber Project has been completed for further clarification on the history of the project including completed progress of the project from Bolton & Menk. A breakdown of the contract project tasks, percent completion, and amount billed to date are as follows:

Task	Contract Amount	Percent of Work Complete	Invoiced Amount to Date	Remaining Contract	Anticipated Completion
1. Network Design	$137,000.00	85%	$78,962.49	$58,037.51	Nov-24
2. Construction Documents	$207,000.00	60%	$84,217.61	$122,782.39	Jan-25
3. Permits	$37,000.00	10%	$2,508.90	$34,491.10	Feb-25
4. Bidding	$22,000.00	0%	$0.00	$22,000.00	Feb-25
Total Ph. 1 Project Design:	**$403,000.00**	**61%**	**$165,689.00**	**$237,311.00**	**Apr-25**

The table also illustrates the updated remaining costs on the contract for each task as the project progresses including updated proposed completion dates of the Willmar Fiber Project Design contract major tasks. The proposed completion dates are largely dependent on how the project proceeds per direction of the City. We can readily postpone or adjust these dates ahead of schedule at your direction.

The project is currently sitting at 61% complete but is on hold until contract execution has been completed. The project initiation was set up to have Hometown Fiber and Bolton & Menk proposals to go forward for approval at the same time on the 10/2/2023 Council meeting. It is largely unknown or oversight why both contracts didn't get included at the same time and was unknown to me. However, there was a tremendous urgency at that time to get Bolton & Menk working on the project considering completed work by Hometown Fiber and forecasted project dates.

In review of the Willmar Fiber Project and timing of events for major items, I have included the following dates and items for further understanding of the project:

07/31/2023 COW & Hometown Fiber Requests BMI Service needs

08/08/2023	COW Townhall Meeting about Open Access Fiber Network, 12pm, Fire Hall
08/17/2023	BMI Willmar Fiber Project Scoping and Proposal Preparation Meeting
08/21/2023	COW Townhall Meeting (2) about Open Access Fiber Network, 4pm, Fire Hall
08/22/2023	COW, BMI, & Hometown Project Review Meeting with Justice Walker
08/31/2024	COW, BMI & Hometown Proposal & Finance Review Meeting with Justice Walker
09/07/2024	COW - Justice Walker, receives BMI Services Proposal
09/08/2023	COW & BMI Fiber Project Proposal Review Meeting with Justice Walker
09/12/2023	COW, Hometown, & BMI Proposals Clarifications Meeting with Justice Walker
10/02/2023	Council Approved Fiber Contracts – BMI's was not included in Council Approval Packet
11/30/2023	BMI & Hometown Bi-Weekly Design Meetings Start to maintain project schedule
01/22/2024	BMI & Hometown Project Workshop Meeting
04/29/2024	COW Fiber Workshop For Financing
06/14/2024	COW identifies BMI Proposal/Contract was not executed per 10/02/2023 Council
06/20/2024	COW & BMI Revised Proposal Discussion for Ph. 1 Fiber Only
07/15/2024	COW Receives BMI Revised Proposal for Ph. 1
08/05/2024	COW Brings BMI Revised Proposal for Ph. 1 to Council
08/15/2024	COW Receives Fiber Project Update Memo of Project Status for Council
09/11/2024	COW & BMI Review Fiber Contract History and Council Needs
10/1/2024	COW & BMI Prepare Additional Fiber Contract Information for Council.

The timeline brings us to this current day. I hope this helps detail the current and past understanding of some major project contract items. We look forward to continuing our working relationships on this project with the City of Willmar and Hometown Fiber. Please feel free to contact me anytime with any further questions on the Project.

RESOLUTION NO. _____

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

Motion By: _____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, to authorize the Mayor and the City Administrator to enter into a Professional Services Contract with Bolton & Menk for the City of Willmar Proposed Phase 1 Fiber Infrastructure Project in the amount not to exceed $403,000.

Dated this 7th day of October, 2024

_____
MAYOR

Attest:

_____
CITY CLERK

BOLTON & MENK
Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

July 15, 2024

Kyle Box
City Operations Director
City of Willmar
333 Southwest 6th Street
Willmar, Minnesota 56201

RE: Proposal for Professional Services
City of Willmar Fiber Network – Phase 1

Dear Mr. Box:

Bolton & Menk, Inc., is pleased to submit this proposal for professional engineering services on the proposed City of Willmar Fiber Network Project – Phase 1. Our previous experience and current working relationship with the City of Willmar will provide efficiencies and collaboration of the project. We sincerely thank you for the opportunity and look forward to continuing to serve the City of Willmar.

PROJECT UNDERSTANDING

The City of Willmar is proposing to complete an entire fiber network within the city limits to provide broadband services to all current residential and business properties in 3 different phases along with a Network Operations Center (NOC). This proposal is for Bolton & Menk, Inc. to provide design services for the Phase 1 project area, not including the NOC, and will be completed in conjunction with the services provided by Hometown Fiber and the City of Willmar. Bolton & Menk, Inc.'s scope of services is dependent upon and rely on the cooperative effort of Hometown Fiber and the City of Willmar. Please see the attached map showing the Phase 1 project area.

The project currently has undergone a progressive feasibility study by Hometown Fiber identifying existing conditions to create a network model. This information has given technical facts demonstrating the infrastructure material needs and cost estimate feasibility to move forward with the project. Our proposal & scope of services for Phase 1 has been based on this information, in addition, on our discussions with the City of Willmar and Hometown Fiber.

SCOPE OF SERVICES

Task 1: Network Design

1. Provide review and comment of the network architecture and construction documents completed by Hometown Fiber at a 50%, 80%, & 90% document completion stage.
2. Develop design coordination efforts for the completion of construction documents.
3. Review project corridors of the network architecture to foresee construction constraints of the proposed improvements.
4. Relay known network architecture revision needs to Hometown Fiber's network architecture for construction

Bolton & Menk is an equal opportunity employer.

documents.
5. Gather and implement record drawings of known conflict areas or due to permitting needs of the project into the network design.
6. Complete the plan set generation of the network design within the project corridors including migration of GIS data to pdf construction documents.

Task 2: Construction Documents

1. Prepare 90% Construction Plans, technical specifications, and project manual, and conduct a workshop meeting with the City of Willmar & Hometown Fiber for review. Incorporate review changes.
2. Prepare a construction cost estimate based on the completed construction documents.
3. A Project Manual including technical specifications of Hometown Fiber's network items and the City of Willmar's standard specifications will be organized.
4. Prepare the final Construction Documents for bid distribution.

Task 3: Permits

1. Prepare applications for required permits and a comprehensive list of permits with the corresponding fees will be provided to the city. All permit fees will be the responsibility of the City of Willmar. As part of the permitting process, Bolton & Menk, Inc. will verify and document regulations associated with the improvements.
2. Submit drawings and application to regulatory agencies for plan review and permits.
3. Address regulatory agency's review comments in letter form and revise drawings if needed based on comments from the plan review.
4. Obtain permits necessary for construction of the proposed improvements.

Task 4: Bidding

1. Bolton & Menk, Inc. will prepare the project advertisements for bids while working closely with city staff to ensure the bid opening date fits with council meeting schedules. The project will be advertised in the West Central Tribune, QuestCDN, and our website. Advertising costs will be the responsibility of the City of Willmar.
2. Bolton & Menk, Inc. will distribute bidding documents, prepare required addenda, and conduct the project bid opening.
3. Following the bid opening, an evaluation of the bids will be conducted including a bid tab and abstract submitted by each bidder. Bolton & Menk will provide a recommendation letter to the city regarding the award of a contract.
4. Bolton & Menk will prepare contract documents, obtain all insurance and bonding requirements from the contractor, verify all required information has been provided by the contractor, and distribute contract documents for the city to issue a Notice to Proceed to the Contractor.

SCHEDULE

Upon execution by the City of Willmar, Bolton & Menk, Inc. proposes the following schedule to develop our project deliverables:

Phase 1 Project Schedule – 2024/2025	
Task	**Finish**
1. Network Design	August 2024

2. Construction Documents	September 2024
3. Permits	November 2024
4. Bidding	November/December 2024
Construction Start	May 2025

This schedule will be adjusted based on progression of task deliverables or decisions by the city that may impact the schedule.

FEES

We propose to provide the described work on an HOURLY NOT TO EXCEED contract up to a total fee of **$403,000**. Hours will be billed monthly only for work completed on the project. If the project takes less time, the city will be billed only for hours worked, unless given approval to proceed with additional work outside our scope of services.

We will submit invoices for payment monthly based on the time spent completing the tasks identified above. If less hours than those estimated are required to complete the tasks, the invoice amounts will be less. Any significant changes to the project scope initiated by the city may require an additional fee. Additional fees will be billed at our Standard Hourly Rates. Fees that are normal and customary expenses associated with operating a professional business will not be charged separately. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, and routine expendable supplies; and no separate charges will be made for these activities and materials.

If you have any questions regarding our proposal, please contact me at your convenience at 320-905-3520 or Joshua.Halvorson@bolton-menk.com. We look forward to assisting you with another successful project and appreciate the opportunity to continue to serve the City of Willmar. We are prepared to proceed upon your notification.

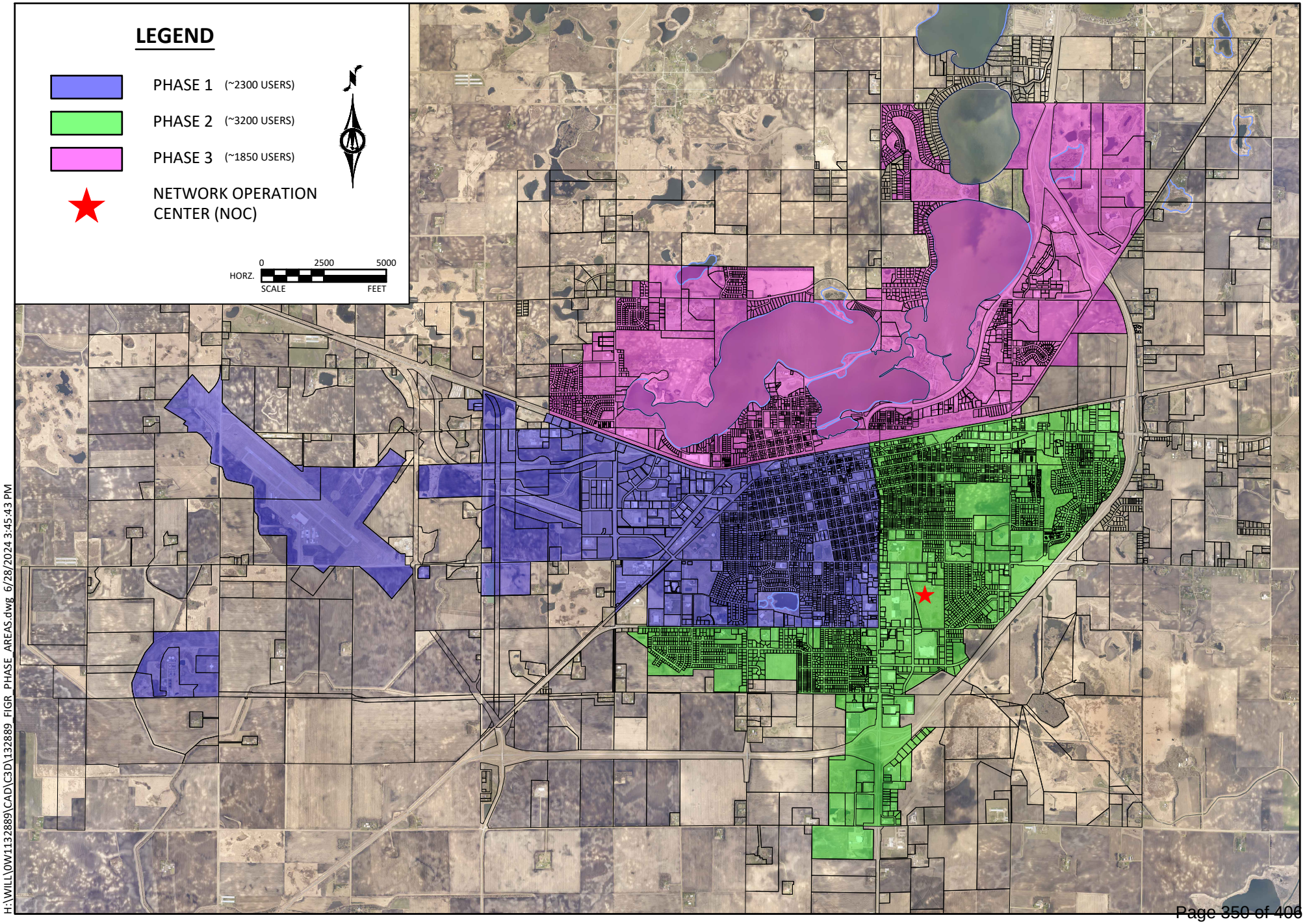
Sincerely,

Bolton & Menk, Inc.

Joshua J. Halvorson
Principal Engineer

cc: Jared Voge, City Engineer

Attachments: Phasing Map



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CONSULTANT SERVICES CONTRACT

This Contract is made this _____ day of _____,_____, by and between the CITY OF WILLMAR, a Minnesota Municipal Corporation, 333 6th Street SW, Willmar, MN 56201, ("CITY"), and Bolton & Menk, Inc., 2040 Highway 12 East Willmar, MN 56201, ("CONSULTANT"), (collectively the "PARTIES").

WHEREAS, CITY requires professional engineering services in conjunction with the City of Willmar Fiber Network – Phase 1 (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various professional services required by CITY.

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

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.

B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY's authorization of the changed scope of services.

C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT's effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT's compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

D. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or industry. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

E. ~~**Guarantee.** CONSULTANT further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional.~~

F. **Insurance.**

1. Required Insurance. CONSULTANT agrees to maintain, at CONSULTANT's expense, the following insurance policies in the listed amounts:

Worker's Compensation	Statutory Limits
Employer's Liability	$500,000 each accident $500,000 disease policy limit $500,000 disease each employee
Comprehensive General Liability	$1,500,000 property damage and bodily injury per occurrence $2,000,000 general aggregate $2,000,000 Products – Completed Operations Aggregate $100,000 fire legal liability each occurrence $5,000 medical expense
Comprehensive Automobile Liability	$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owed vehicles)
Umbrella or Excess Liability	$1,000,000

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

With the exception of the Worker's Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by CONSULTANT under this Contract, and shall name CITY as an additional insured under the policy.

All polices listed above shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without ten (10) prior written notice in the case of non-payment and thirty (30) days prior written notice for all other reasons to CITY.

Umbrella or Excess Liability Insurance in excess of the amount required above and written over Employer's Liability, Commercial General Liability and Automobile Liability may be utilized to supplement the required limits for such insurance.

2. Professional Liability Insurance. CONSULTANT agrees to provide to CITY a certificate evidencing that it has in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services for CITY. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services. Said policy shall provide coverage in the minimum amounts of $1,000,000 for each occurrence and $3,000,000 annual aggregate on a claims-made basis. Said policy shall not name CITY as an insured. Said policy shall additionally contain a provision that coverages afforded there under shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without ten (10) days prior written notice in the case of non-payment of premium and thirty (30) days prior written notice in case of any other reason to CITY.

3. Certificates of Insurance. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.

4. Effect of Failure to Provide Insurance. If CONSULTANT fails to provide the specified insurance, then CONSULTANT will defend, indemnify and hold harmless CITY and CITY's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to CITY (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of

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

If a claim arises within the scope of the stated indemnity above in this paragraph F.4, CITY may require CONSULTANT to:

a. Furnish and pay for a surety bond, satisfactory to CITY, guaranteeing performance of the indemnity obligation; or

b. Furnish a written acceptance of tender of defense and indemnity from CONSULTANT's insurance company.

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

SECTION II – CITY'S RESPONSIBILITIES

A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the City Engineer, in accordance with Section III of this Contract.

B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request. The CITY shall provide such legal, financial consulting (including, if applicable, "municipal advisor" services as regulated by SEC), independent cost estimating and insurance counseling services as may be required for completion of the CONSULTANT services described in this agreement.

C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services detailed in Exhibit 1, attached hereto.

D. Justin DeLeeuw CITY's Public Works Director, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY'S policies with respect to the Project and CONSULTANT's services.
Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – CONSIDERATION

A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Schedule of Fees, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.

B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the City Public Works Director and expenses within thirty days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

A. **Term.** This Contract shall be in effect until such time as the Project is completed or as otherwise provided in this Contract.

B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.

C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorney and consultant fees reasonably incurred by CITY in enforcing this Contract.

D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the City Public Works Director prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the City Public Works Director as determined by CITY.

SECTION V – INDEMNIFICATION

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

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

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

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

B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1)

the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

C. **Notices**. The PARTIES' representatives for notification for all purposes are:

CITY:
Justin DeLeeuw
Public Works Director
333 6th Street SW
Willmar, MN 56201
Phone: 320-441-1089
Email: rbaumgarn@willmarmn.gov

CONSULTANT:
Joshua Halvorson, P.E.
Principal Engineer
2040 Highway 12 East
Willmar, MN 56201
Phone: 320-231-3956
Email: josh.halvorson@bolton-menk.com

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

E. **Electronic/Digital Data**. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this Contract or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by CONSULTANT as part of the project is acknowledged to be an internal working document for CONSULTANT's purposes solely and any such information provided to CITY shall be on an "as is" basis strictly for the convenience of CITY without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy document governs. The electronic/digital data shall be prepared in the current software in use by the CONSULTANT and is not warranted to be compatible with other systems or software.

F. **Opinions or Estimates of Construction Cost**. Where provided by the CONSULTANT as part of Exhibit 1 or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for

general information of the CITY and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CITY acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

G. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

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

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

~~H. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.~~

I. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within 10 calendar days of CONSULTANT's receipt of payment from the CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

J. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.

K. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.

L. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract.

CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.

M. **Force Majeure**. The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.

N. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.

O. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.

P. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with the CITY.

Q. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.

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

S. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.

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

U. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

V. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.

~~W. : **Special Conditions.** To the extent not inconsistent with this Contract, including Exhibits 1-3, this Contract is subject to such special conditions as are set forth in Exhibit 4, Special Conditions Supplement, which is attached hereto and made a part hereof.~~

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

Y. **Patented Devices, Materials and Processes**. If this Contract requires, or the CONSULTANT desires, the use of any design, device, material or process covered by

letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.

Z. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.

AA. **Construction Observation.** To the extent required of CONSULTANT in Exhibit 1, CONSULTANT shall visit the project at appropriate intervals during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Project plans and specifications, and shall be responsible for notifying CITY of any apparent errors or omissions in contractor's work or any apparent deviations in the contractor's work from the Project plans and specifications developed by CONSULTANT. It is agreed that the CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

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

CC. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.

DD. **Terms Binding on Successors and Assigns.** All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of CONSULTANT and CITY.

EE. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.

FF. **Survivability**. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.

GG. **Execution**. This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

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

CONSULTANT: Bolton and Menk, Inc.

By: _____ Date: 7-17-2024
(Signature)
Title: Principal Engineer

Print Name: Joshua Halvorson

By: _____ Date: 7-16-2024
(Signature)
Title: Senior Principal Engineer

Print Name: Chuck DeWolf

CITY OF WILLMAR:

By: _____ Date: _____
Douglas Reese, Mayor

ATTEST:

_____ Date: _____
Leslie Valiant, City Administrator

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT shall perform the following services:

The CONSULTANT hereby covenants and agrees to perform and execute all the provisions of the proposal dated July 15th, 2024, as approved by the City of Willmar for work identified as: City of Willmar Fiber Network – Phase 1.

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mary Portner, CISR	
Brown & Brown of Minnesota, Inc. 1120 South Avenue North Mankato MN 56003	PHONE (A/C, No, Ext): (507) 344-4505	FAX (A/C, No): (866) 800-6599
	E-MAIL ADDRESS: Mary.Portner@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bolton and Menk, Inc. 1960 Premier Dr Mankato MN 56001	INSURER A : EMCASCO Insurance Company	21407
	INSURER B : Employers Mutual Casualty Company	21415
	INSURER C : Continental Casualty Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2024-25 Bolton **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6D50852	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		6E50852	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y		6J50852	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6H50852	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability E&O Deductible @ $25,000			AEH114019718	12/31/2023	12/31/2024	Per Claim Limit Aggregate Limit Retro Active Date	$5,000,000 $10,000,000 12/31/1997

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Willmar is added as additional insured under the general, auto & umbrella liability policies on a primary non-contributory basis as per all written contracts.

Valuable Papers coverage limit of $1,300,000.

CERTIFICATE HOLDER

City of Willmar
333 6th St. SW
Willmar MN 56201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Portner

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EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, CITY will pay CONSULTANT in a lump sum in accordance with the prices as set forth in the fee estimate included with the proposal dated July 15, 2024, which prices shall conform to those in the accepted CONSULTANT'S proposal on file in the office of the City Clerk of Willmar, Minnesota, the aggregate of which prices, based on scope of work is estimated at $403,000.00.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mary Portner, CISR	
Brown & Brown of Minnesota, Inc. 1120 South Avenue North Mankato MN 56003	PHONE (A/C, No, Ext): (507) 344-4505	FAX (A/C, No): (866) 800-6599
	E-MAIL ADDRESS: Mary.Portner@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bolton and Menk, Inc. 1960 Premier Dr Mankato MN 56001	INSURER A : EMCASCO Insurance Company	21407
	INSURER B : Employers Mutual Casualty Company	21415
	INSURER C : Continental Casualty Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2024-25 Bolton **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6D50852	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		6E50852	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y		6J50852	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6H50852	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability E&O Deductible @ $25,000			AEH114019718	12/31/2023	12/31/2024	Per Claim Limit Aggregate Limit Retro Active Date	$5,000,000 $10,000,000 12/31/1997

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Willmar is added as additional insured under the general, auto & umbrella liability policies on a primary non-contributory basis as per all written contracts.

Valuable Papers coverage limit of $1,300,000.

CERTIFICATE HOLDER

City of Willmar
333 6th St. SW
Willmar MN 56201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Portner

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City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	11.H.
Agenda Section:	Regular Business	**Originating Department:**	Police Department
Resolution:	No	**Prepared By:**	Kyle Box, City Operations Director
Ordinance:	No	**Presented By:**	Jim Felt, Police Chief
Item:	Approval of a Job Description for a Full-Time Community Service Officer		

RECOMMENDED ACTION:
To approve the Job Description for a Full-Time Community Service Officer

OVERVIEW:
The Willmar Police Department continues to strategize ways to effectively respond to public needs and maintain a high level of service while staffing shortages exist. Our agency seeks approval to re-implement a past full-time Community Service Officer position as an option to fill those needs.

The Willmar Police Department had two full-time Community Service Officers (CSOs) in the 1990s, the last being in 1999. At that time, the CSO position was changed to part-time and as strictly an apprenticeship with Ridgewater College for law enforcement students. Recently, there have been some staffing challenges with part-time CSOs, and Willmar PD has now included law enforcement students at Alexandria Technical College. Some additional duties that a full-time CSO could provide may include:

- Consistent field training of part-time CSOs who generally remain employees for a short time
- Another direct liaison with the local animal shelter
- More consistent vacation home check services
- Provide fleet service assistance to the designated sergeant
- Assist with inventory control of department supplies and equipment
- Provide evidence technician duties to supplement the detective unit
- Provide other law enforcement services, as needed, to free sworn officers for duties that require POST licensing
- Provide another avenue for persons seeking a law enforcement career to develop skills and familiarity with the area and department

BUDGETARY/FISCAL ISSUES:

Will be placed on the Base Pay Scale range BC $22.02 - $29.68

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Community Service Officer FT Job Description Proposal

WILLMAR POLICE DEPARTMENT

GENERAL DIRECTIVE:

Date Issued: Revision Dates:

Application: **All Personnel** Pages: **3**

SUBJECT: COMMUNITY SERVICE OFFICER (Full Time)

PURPOSE

The Community Service Officer Position performs parking enforcement duties, animal control duties, police support service duties of a non-hazardous nature, and other related work as required.

POLICY

The Community Service Officer will be expected to meet and maintain the defined job criteria as listed below.

Essential Functions:

- Parking Enforcement – Involves marking, checking previously marked vehicles, ticketing and/or towing of violators for parking violations throughout the city. It also includes performing an established daily route of various lots, streets, and timed parking zones in the downtown and school areas, as directed. Maintain needed supplies, i.e., tickets, chalk, marking stick, etc. Advise, monitor, evaluate and train with the electronic ticketing systems. Examine various parking permits and be able to advise persons of how to apply for same. Provide court testimony, being able to articulate vehicle identification and nature of work in regards to tickets and routine followed while marking and ticketing vehicles. Provide education to the public on parking laws/rules.

- Animal Control – Responsible for animal complaints as assigned. Maintain accurate records of impounded animals. Must be familiar with and maintain all equipment and supplies pertinent to animal control (animal traps, capture poles, snares, gloves, etc.). Maintain logs of animal traps signed out to citizens and follow-up with time limits on possession of traps. Educate animal owners on statutes and ordinances as they pertain to care, keeping and licensing of animals in the city. Follow-up with owners to ensure compliance with licensing requirements. Provide court testimony, being able to articulate and justify enforcement action taken. Act as a liaison with the local animal shelter and dog park.

- Vacation Home Checks – Maintain and update the vacation log. Perform inspection of homes as requested. Educate the public on the vacation home check service.

- Police Support Services – Provide police support services including, but not limited to, picking up and delivering mail, providing assistance and information to the public, providing traffic control for funeral escorts, motor vehicle accidents, special events, etc., picking up and delivering supplies and vehicles for maintenance, providing motorist assists, impounding and releasing of impounded vehicles, coordinating fleet services with the assigned WPD fleet manager and other duties as assigned.

- CSO Field Training – Provide field training to part-time CSO employees. Assist Community Outreach Sergeant with initial equipment issue, job familiarization, testing & evaluations for new PT CSOs.

- Inventory Control – Assist WPD with maintaining inventory of critical supplies, first aid equipment, vehicle supplies, CERT equipment, office supplies and forms.

- Evidence & Impound – May receive training to assist as an evidence technician, dealing with impounded vehicles & city auction preparation.

Required Knowledge, Skills and Abilities:

- Knowledge of local geography, city streets and addresses, business and residential areas.
- Ability to communicate and deal with the public in a courteous, professional manner.
- Ability to work independently and interact with many diverse groups, such as juveniles, mentally ill persons, and the elderly.
- Must be in excellent physical condition. Physical examination may be required.
- Ability to properly use the senses of sight, hearing and smell.
- Must have interest in and ambition for outdoor work.
- Ability to learn and apply all relevant city ordinances and state statutes.
- Ability to prepare clear and concise reports as needed.
- Ability to operate a variety of office machines and computer programs.
- Ability to work without close supervision.
- Ability to establish and maintain an effective working relationship with others.

Organizational Relationships:

- Immediate supervisor: Community Outreach Sergeant
- Communicates with: other department personnel, county and city agencies, other law enforcement agencies, other government agencies, prosecutors and court system personnel, business people, and the general public.

Minimum Qualifications:

- High School diploma or equivalent.
- Must possess a valid Minnesota driver's license.
- Pass a background check
- Law enforcement background, training or other experience preferred but not required.

Working Conditions:

- The individual holding this position must be able to work various shifts.
- Majority of the duties are performed using a police vehicle, outside the Law Enforcement Center, and in the community.
- Must be able to work in all types of weather conditions.
- Possible exposure to irritants/fumes, hazardous substances, blood borne pathogens and other infectious diseases and noise.
- Requires the use of the senses of sight, hearing and smell.
- Requires regular standing/walking or sitting, and might involve numerous other movements, such as bending/stooping, crouching/kneeling, pushing/pulling, and twisting/turning.
- Considerable physical effort may be spent while running, lifting, and physically grappling with animals.

BY ORDER OF THE CHIEF OF POLICE

James E. Felt

JEF/sae

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	11.I.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Leslie Valiant, City Administrator
Ordinance:	No	**Presented By:**	
Item:	Appointment of an Interim Police Chief		

RECOMMENDED ACTION:
Authorize the appointment of Captain Michael Anderson as Interim Police Chief, effective October 18, 2024

OVERVIEW:
Police Chief Felt will retire on Friday, October 18, 2024. To ensure a smooth transition, Administrator Valiant recommends appointing Willmar Police Captain Michael Anderson as the Interim Police Chief. Captain Anderson has accepted this role and will delegate his current duties to staff as appropriate. The recommended salary increase for assuming the Police Chief's duties is a base pay scale grade NO, step 8, $129,875.20 annually, reflecting a 7.55% increase.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
None

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	11.J.
Agenda Section:	Regular Business	**Originating Department:**	City Clerk
Resolution:	No	**Prepared By:**	Vernae Larsen, City Clerk
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Set Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges		

RECOMMENDED ACTION:
Set a Public Hearing to be held October 21, 2024, for the Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges

OVERVIEW:
Pursuant to Willmar Municipal Code, Chapter 9, Article III concerning the cutting of weeds or grass, and in the case of noncompliance, such work to be performed by the City or its agent, the costs thereof can be certified as a special assessment against the property concerned, and
Notice will be given that the City Council of the City of Willmar, Minnesota, will meet on the 21st day of October 2024, to consider objections to the proposed assessment for the mowing cost incurred on the below-listed property owners.

95-740-1330	Johnathan Adler	416 Trott Ave SE	$713.88
95-820-0260	Guadalupe Flores	940 Olaf Ave NW	$599.18
95-820-1170	Caleb Gross	1016 Ella Ave NW	$803.08
95-603-0600	Isaac Lopez	1612 17th Ave NW	$478.36
95-480-0060	Leonard Marson & Jill Carlson	500 13th Ave SW	$261.77
95-740-2310	David & Janet Parker	700 4th Street SE	$261.77
95-750-0180	Myra Velasquez	501 13th Ave SW	$279.63

BUDGETARY/FISCAL ISSUES:
$3,397.67

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
None

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	11.K.
Agenda Section:	Regular Business	**Originating Department:**	City Clerk
Resolution:	No	**Prepared By:**	Vernae Larsen, City Clerk
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Set Special Assessment Hearing for Unpaid Fire Alarm System Charges		

RECOMMENDED ACTION:
Set a Public Hearing on October 21, 2024, for the Special Assessment Hearing for Unpaid Fire Alarm System Charges

OVERVIEW:
Pursuant to Willmar Municipal Code, Chapter 8, Article VII concerning the unpaid false alarm fees constitutes a lien against the property and can be certified as a special assessment against the property concerned, and

Notice will be given that the City Council of the City of Willmar, Minnesota, will meet on the 21st day of October 2024, to consider objections to the proposed assessment for the unpaid false alarm fee on the below-listed property owners.

95-913-1220 Willmar Leased Hsg Assoc. IV 511/515 Lakeland Drive SE $500.00

BUDGETARY/FISCAL ISSUES:
$500.00

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
None

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	11.L.
Agenda Section:	Regular Business	**Originating Department:**	City Clerk
Resolution:	No	**Prepared By:**	Vernae Larsen, City Clerk
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Set Special Assessment Hearing for Unpaid Infectious Tree Removal Charges		

RECOMMENDED ACTION:
Set a Public Hearing to be held on October 21, 2024, for the Special Assessment Hearing for Unpaid Infectious Tree Removal Charges

OVERVIEW:
Pursuant to Willmar Municipal Code, Chapter 9, Article IV concerning the removal of infectious trees, and in the case of noncompliance, such work to be performed by the City or its agent, the costs thereof can be certified as a special assessment against the property concerned, and

Notice will be given that the City Council of the City of Willmar, Minnesota, will meet on the 21st day of October 2024, to consider objections to the proposed assessment for the removal cost incurred on the below-listed property owner.

95-006-7300	Efrain & Cynthia Guerrero	1217 Trott Avenue SW	$1,150.00

BUDGETARY/FISCAL ISSUES:
$1,150.00

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
None

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	11.M.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Leslie Valiant, City Administrator
Ordinance:	No	**Presented By:**	Janell Johnson, Interim MUC General Manager
Item:	Introduction of an Ordinance Amending Electric Rates		

RECOMMENDED ACTION:
Call for a Public Hearing to amend Electric Rates, October 21, 2024 at 6:30pm.

OVERVIEW:
Willmar Municipal Utilities Commission approved resolution #36 setting the 2025 electric rates after conducting a public hearing during the September 23, 2024, Willmar Municipal Utilities Commission Meeting.WMUC resolution #36 recommends setting the electric rates effective for billings sent on and after January 1, 2025, January 1, 2026 and January 1, 2027.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Approved 2025 Electric Rate Adjust Resolution #36
2. 2025 Electric Rate Adjustment Ordinance (draft)
3. #1518 - 2024 Electric Rate Adjustment Ordinance (signed)
4. 2024 Ordinance Schedule
5. 24.09.23 MUC Meeting Minutes

RESOLUTION NO. 36

RESOLUTION TO RECOMMEND WILLMAR CITY COUNCIL
IMPLEMENT ELECTRIC RATE ADJUSTMENTS EFFECTIVE JANUARY 1, 2025

BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the rates for electric service be set as follows:

Section 1. ELECTRIC RATES
The rates for electric service provided by the Municipal Utilities Commission shall continue as follows:

YEAR: 2025

Residential Service Rate
The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	Non-Summer
Energy Charge all kWh	.119	.102
Fixed Cost Fee	$12.75/mo.	$12.75/mo.

Heat Pump Rate
The rate for heat pump service shall be as follows:

Energy Charge all kWh	.119	.083

Off-Peak Storage Heat & Electric Vehicle Charging Rate
The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh	.060	.060

Small Commercial Rate
The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.120	.104
Fixed Cost Fee	$18.50/mo.	$18.50/mo.

Three Phase Commercial Rate
The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.120	.104
Fixed Cost Fee	$34.25/mo.	$34.25/mo.

Large Power Rate
The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service		
Energy Charge all kWh	.066	.059
Demand Charge	$16.00/kW	$14.00/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh	.067	.060
Demand Charge	$16.30/kW	$14.30/kW
Fixed Cost Fee	$40.00/mo.	$40.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service		
Energy Charge all kWh	.065	.058
Demand Charge	$16.00/kW	$14.00/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh	.066	.059
Demand Charge	$16.30/kW	$14.30/kW
Fixed Cost Fee	$40.00/mo.	$40.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED ..... $11.40/mo.
100 Watt LED ..... $13.40/mo.

YEAR: 2026

Residential Service Rate

The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	Non-Summer
Energy Charge all kWh	.123	.104
Fixed Cost Fee	$14.75/mo.	$14.75/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

Energy Charge all kWh	.123	.084

Off-Peak Storage Heat & Electric Vehicle Charging Rate

The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh	.060	.060

Small Commercial Rate

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.126	.107
Fixed Cost Fee	$20.50/mo.	$20.50/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.126	.107
Fixed Cost Fee	$36.50/mo.	$36.50/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service		
Energy Charge all kWh	.063	.056
Demand Charge	$15.45/kW	$17.90/kW

Fixed Cost Fee	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh	.064	.057
Demand Charge	$15.75/kW	$18.25/kW
Fixed Cost Fee	$45.00/mo.	$45.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service		
Energy Charge all kWh	.063	.056
Demand Charge	$18.25/kW	$15.75/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh	.064	.057
Demand Charge	$18.25/kW	$15.75/kW
Fixed Cost Fee	$45.00/mo.	$45.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED ..... $11.40/mo.
100 Watt LED ..... $14.00/mo.

YEAR: 2027

Residential Service Rate

The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	Non-Summer
Energy Charge all kWh	.127	.106
Fixed Cost Fee	$17.00/mo.	$17.00/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

Energy Charge all kWh	.127	.085

Off-Peak Storage Heat & Electric Vehicle Charging Rate

The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh	.060	.060

Small Commercial Rate

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.132	.111
Fixed Cost Fee	$23.00/mo.	$23.00/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.132	.111
Fixed Cost Fee	$39.00/mo.	$39.00/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service		
Energy Charge all kWh	.061	.054
Demand Charge	$19.60/kW	$16.65/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh	.062	.055
Demand Charge	$20.00/kW	$17.00/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service		
Energy Charge all kWh	.061	.054
Demand Charge	$19.60/kW	$16.65/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh	.062	.055
Demand Charge	$20.00/kW	$17.00/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED ..... $11.40/mo.
100 Watt LED ..... $14.65/mo.

Section 2. SUMMER RATE DEFINITION

Summer and non-heating season rates are defined as consumption months May through September, billing months of June through October.

Section 3. ELECTRIC ENERGY ACQUITION ADJUSTMENT

There shall be added to all electrical energy billed an Energy Acquisition Adjustment. The Energy Acquisition Adjustment shall be calculated pursuant to the following formula:

The overall average cost of wholesale power and net transmission costs (transmission costs less transmission revenue) incurred above the weighted average cost established at the time of the current rate schedule.

Section 4. CITY FRANCHISE FEE

There shall be added to all utility bills a "City Franchise Fee" to be calculated by applying a rate to be determined by dividing the total kilowatt hours (kWhs) sold by WMU annually by the total Intergovernmental Transfer and street lighting cost incurred by WMU for the preceding calendar year to each customer kWh billed monthly for the next 12-month period.

Section 5. REPEALER

The Municipal Utilities Commission recommends that the City Council repeal Sections #1, #5, and #6 of Ordinance #1518 (adopted November 6, 2024) to the extent that it is inconsistent herewith.

Section 6. EFFECTIVE DATES
The Municipal Utilities Commission recommends that the amendment in rates be effective for billings sent on and after January 1, 2025, January 1, 2026, and January 1, 2027.

BE IT FURTHER RESOLVED that this resolution be forwarded to the City Council of the City of Willmar with a recommendation to approve an ordinance authorizing the above rates.

Dated this 23rd day of September, 2024.

Shawn Mueske
President

ATTEST:

Secretary

ORDINANCE NO. _____

AN ORDINANCE AMENDING ELECTRIC RATES CHARGED BY THE MUNICIPAL UTILITIES COMMISSION OF THE CITY OF WILLMAR, A PUBLIC UTILITY, TO BE EFFECTIVE FOR BILLINGS SENT ON AND AFTER JANUARY 1, 2025.

BE IT ORDAINED, by the City Council of the City of Willmar as follows:

Section 1. ELECTRIC RATES
The rates for electric service provided by the Municipal Utilities Commission shall continue as follows:

2025 Residential Service Rate
The rate for residential service shall be the sum of the energy charge and the customer charge as follow:

	Summer	Non-Summer
Energy Charge all kWh	.119	.102
Fixed Cost Fee	$12.75/mo.	$12.75/mo.

Heat Pump Rate
The rate for heat pump service shall be as follows:

Energy Charge all kWh	.119	.083

Off-Peak Storage Heat & Electric Vehicle Charging Rate
The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh	.060	.060

Small Commercial Rate
The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.120	.104
Fixed Cost Fee	$18.50/mo.	$18.50/mo.

Three Phase Commercial Rate
The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.120	.104
Fixed Cost Fee	$34.25/mo.	$34.25/mo.

Large Power Rate
The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service		
Energy Charge all kWh	.066	.059
Demand Charge	$16.00/kW	$14.00/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.
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Energy Charge all kWh	.067	.060
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Secondary Service		
Energy Charge all kWh	.066	.059
Demand Charge	$16.30/kW	$14.30/kW
Fixed Cost Fee	$40.00/mo.	$40.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED	$11.40/mo.
100 Watt LED	$13.40/mo.

2026 Residential Service Rate

The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	Non-Summer
Energy Charge all kWh	.123	.104
Fixed Cost Fee	$14.75/mo.	$14.75/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

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The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

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The rate for general service shall be the sum of the energy charge and the customer charge as follows:

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Fixed Cost Fee	$20.50/mo.	$20.50/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.126	.107
Fixed Cost Fee	$36.50/mo.	$36.50/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service		
Energy Charge all kWh	.063	.056
Demand Charge	$15.45/kW	$17.90/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.

Secondary Service

Energy Charge all kWh	.064	.057
Demand Charge	$15.75/kW	$18.25/kW
Fixed Cost Fee	$45.00/mo.	$45.00/mo.

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The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

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Energy Charge all kWh	.063	.056
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Fixed Cost Fee	$50.00/mo.	$50.00/mo.

Secondary Service

Energy Charge all kWh	.064	.057
Demand Charge	$18.25/kW	$15.75/kW
Fixed Cost Fee	$45.00/mo.	$45.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED	$11.40/mo.
100 Watt LED	$14.00/mo.

2027 Residential Service Rate

The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	Non-Summer
Energy Charge all kWh	.127	.106
Fixed Cost Fee	$17.00/mo.	$17.00/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

Energy Charge all kWh	.127	.085

Off-Peak Storage Heat & Electric Vehicle Charging Rate

The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh	.060	.060

Small Commercial Rate

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.132	.111
Fixed Cost Fee	$23.00/mo.	$23.00/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.132	.111
Fixed Cost Fee	$39.00/mo.	$39.00/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service		
Energy Charge all kWh	.061	.054
Demand Charge	$19.60/kW	$16.65/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh	.062	.055
Demand Charge	$20.00/kW	$17.00/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service		
Energy Charge all kWh	.061	.054
Demand Charge	$19.60/kW	$16.65/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh	.062	.055
Demand Charge	$20.00/kW	$17.00/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED ..... $11.40/mo.
100 Watt LED ..... $14.65/mo.

Section 2. SUMMER RATE DEFINITION

Summer and non-heating season rates are defined as consumption months May through September, billing months of June through October.

Section 3. ELECTRIC ENERGY ACQUITION ADJUSTMENT

There shall be added to all electrical energy billed an Energy Acquisition Adjustment. The Energy Acquisition Adjustment shall be calculated pursuant to the following formula:

The overall average cost of wholesale power and net transmission costs (transmission costs less transmission revenue) incurred above the weighted average cost established at the time of the current rate schedule.

Section 4. CITY FRANCHISE FEE

There shall be added to all utility bills a "City Franchise Fee" to be calculated by applying a rate to be determined by dividing the total kilowatt hours (kWhs) sold by WMU annually by the total Intergovernmental Transfer and street lighting cost incurred by WMU for the preceding calendar year to each customer kWh billed monthly for the next 12-month period.

Section 5. REPEALER

The Municipal Utilities Commission recommends that the City Council repeal Sections #1, #5, and #6 of Ordinance #1518 (adopted November 6, 2024) to the extent that it is inconsistent herewith.

Section 6. EFFECTIVE DATES

The Municipal Utilities Commission recommends that the amendment in rates be effective for billings sent on and after January 1, 2025, January 1, 2026, and January 1, 2027.

ATTEST:

_____ _____

Vernae Larson, City Clerk Doug Reese, Mayor

VOTE: ____ O'BRIEN ____ SHULDES ____ ASMUS ____ FAGERLIE

____ ASK ____ NELSEN ____ BUTTERFIELD _____ DAVIS

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: _____

ORDINANCE NO. 1518

AN ORDINANCE AMENDING ELECTRIC RATES CHARGED BY THE MUNICIPAL UTILITIES COMMISSION OF THE CITY OF WILLMAR, A PUBLIC UTILITY, TO BE EFFECTIVE FOR BILLINGS SENT ON AND AFTER JANUARY 1, 2024.

BE IT ORDAINED, by the City Council of the City of Willmar as follows:

Section 1. ELECTRIC RATES

The rates for electric service provided by the Municipal Utilities Commission shall continue as follows:

Residential Service Rate

The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	Non-Summer
Energy Charge all kWh	.1149	.1005
Fixed Cost Fee	$10.85/mo.	$10.85/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

Energy Charge all kWh	.1149	.0823

Off-Peak Storage Heat & Electric Vehicle Charging Rate

The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh	.0594	.0594

Small Commercial Rate

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.1146	.1001
Fixed Cost Fee	$16.85/mo.	$16.85/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.1146	.1001
Fixed Cost Fee	$32.60/mo.	$32.60/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service		
Energy Charge all kWh	.0683	.0611
Demand Charge	$14.45/kW	$12.75/kW
Fixed Cost Fee	$48.10/mo.	$48.10/mo.
Secondary Service		
Energy Charge all kWh	.0696	.0624
Demand Charge	$14.75/kW	$13.05/kW
Fixed Cost Fee	$36.10/mo.	$36.10/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service		
Energy Charge all kWh	.0659	.0588
Demand Charge	$14.75/kW	$13.05/kW
Fixed Cost Fee	$48.10/mo.	$48.10/mo.
Secondary Service		
Energy Charge all kWh	.0673	.0601
Demand Charge	$14.75/kW	$13.05/kW
Fixed Cost Fee	$36.10/mo.	$36.10/mo.

Section 2. SUMMER RATE DEFINITION

Summer and non-heating season rates are defined as consumption months May through September, billing months of June through October.

Section 3. ELECTRIC ENERGY ACQUITION ADJUSTMENT

There shall be added to all electrical energy billed an Energy Acquisition Adjustment. The Energy Acquisition Adjustment shall be calculated pursuant to the following formula:

The overall average cost of wholesale power and net transmission costs (transmission costs less transmission revenue) incurred above the weighted average cost established at the time of the current rate schedule.

Section 4. CITY FRANCHISE FEE

There shall be added to all utility bills a "City Franchise Fee" to be calculated by applying a rate to be determined by dividing the total kilowatt hours (kWhs) sold by WMU annually by the total Intergovernmental Transfer and street lighting cost incurred by WMU for the preceding calendar year to each customer kWh billed monthly for the next 12-month period.

Section 5. REPEALER

This ordinance repeals Sections #1, #6, #7, #8, #9, and #10 of Ordinance #1442 (adopted November 4, 2019) to the extent that it is inconsistent therewith.

Section 6. EFFECTIVE DATE

This Amendment in rates shall be effective for billings sent on and after January 1, 2024.

ATTEST:

Judy R. Thompson

Judy R. Thompson, City Clerk

Douglas E. Reese

Douglas E. Reese, Mayor

VOTE: Absent O'BRIEN _X_ SHULDES _X_ ASMUS _X_ FAGERLIE

_X_ ASK _X_ NELSEN _No_ BUTTERFIELD _X_ DAVIS

This Ordinance introduced by Council Member: Fagerlie

This Ordinance introduced on: October 16, 2023

This Ordinance published on: October 21, 2023

This Ordinance given a hearing on: November 6, 2023

This Ordinance adopted on: November 6, 2023

This Ordinance published on: November 11, 2023

2025 Ordinance Schedule

Completed in 2024

September 26, 2024	Introduction to MUC - Proposed Electric Rate Increase - *completed*
September 18, 2024	Published notice for public hearing at Municipal Utilities - *completed*
September 23, 2024	MUC Public hearing at Municipal Utilities - *completed*
October 7, 2024	Introduce ordinance to City
October 2024	Publish required notification for City public hearing (City create notification)
November 2024	Public hearing at City (at least 7 days after publication)
November 2024	City to adopt ordinance
December 2024	Publish ordinance
January 1, 2025	Effective date of ordinance

WILLMAR MUNICIPAL UTILITIES COMMISSION

MEETING MINUTES – SEPTEMBER 23, 2024
11:45 AM – WMU AUDITORIUM

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, September 23, 2024, at 11:45 am in the WMU Auditorium with the following Commissioners present: Shawn Mueske, John Kennedy, Dave Baumgart, Terrill Sieck, and Patricia Elizondo. Absent were Commissioner Bruce DeBlieck and Carol Laumer.

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

The meeting commenced with the recitation of the Pledge of Allegiance. Commission President Mueske asked if any changes to the agenda were necessary. One item was added to provide further insight into the next steps for the General Manager search process. Following review and discussion, Commissioner Kennedy offered a resolution to approve the consent agenda, including the added item. Commissioner Baumgart seconded.

RESOLUTION NO. 35

"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 September 9, 2024 MUC Meeting;
- Minutes from the September 13, 2024 Special MUC Meeting (GM interview);
- Minutes from the September 16, 2024 Negotiating Committee Mtg. (GM offer); and,
- Bills represented by vouchers No. 20241260 to No. 20241389 and associated wire transfers inclusive in the amount of $3,054,814.62.

Dated this 23rd day of September, 2024.

_____
President

Attest:

_____
Secretary

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

At this point, Commissioner Elizondo (LC, Chair) reported that the Negotiating Committee met on September 20th to discuss Mr. Lemke's proposal for the General Manager position. Since Mr. Lemke has expressed a desire to maintain his presence in the Stevens Point area for the next 24 months and incorporate remote work, the Committee reached a consensus to retract the offer to him. Following discussion, Commissioner Kennedy made a motion to schedule a special MUC meeting and invite Liza Donabauer (DDA) to attend to discuss the next steps in the GM search process. Commissioner Sieck seconded, and the motion passed unanimously with five ayes and zero nays.

At 11:50 am, Commissioner Mueske announced that a public hearing to address electric rate adjustments would be conducted. Mueske informed the Commission and those in attendance of the rules and regulations involved in conducting the public hearing. It was further noted that legal notice had been published in the West Central Tribune on September 18, 2024. No citizens from the general public were in attendance to address the

Commission. Interim General Manager Johnson provided details and data regarding the proposed electric rate adjustments. Following discussion of the proposed resolution, Commissioner Mueske requested a motion to close the public hearing. Commissioner Sieck offered a motion to close the public hearing to consider approval of the proposed resolution. Commissioner Baumgart seconded the motion which carried by a vote of five ayes and zero nays, and the public hearing was closed at 12:00 pm.

Following further discussion, Commissioner Sieck offered a resolution to approve proposed Resolution #36 recommending that the Willmar City Council proceed with the process to implement electric rate adjustments for the years 2025-2027, effective January 1, 2025. Commissioner Baumgart seconded.

RESOLUTION NO. 36

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

Facilities & Maintenance Supervisor Marti presented the WMU Wind Turbine Program Assessment. The DeWind turbines, which were commissioned in 2009 with a projected lifespan of 20 years, have become costly to repair due to their current mechanical and technological state. Continuing the wind program is no longer financially viable. The conditions of Unit #3 and Unit #4 were reviewed, with Unit #3 experiencing structural damage and Unit #4 facing multiple system errors—neither of which are operational.

It was highlighted that as a member of the MRES Joint Action Agency, WMU is involved in various green energy projects, with about 45% of the power from the 61 MRES members (including WMU) coming from renewable sources.

Given the lack of resources, the unavailability of parts, financial concerns, and the turbines' projected end of life, the program is no longer fiscally responsible or practical to maintain. Budget considerations for decommissioning the units have been made (2025-2026). Following discussion, Commissioner Baumgart moved to take final action on the future of the wind turbines at the October 14th MUC meeting. Commissioner Sieck seconded the motion, which passed unanimously with five ayes and zero nays.

Commissioner Mueske informed the Commission that Willmar Municipal Utilities will be commemorating Public Power Week, October 6-12, along with more than 2,000 other community-owned, not-for-profit electric utilities that provide electricity in the United States. Public power puts the people of Willmar first, and Public Power Week gives us the chance to emphasize the advantages of locally owned power to our citizens and remind them of the reliable and safe services WMU provides. Commissioner Mueske recited the proposed resolution and requested approval of the resolution designating Public Power Week. Commissioner Baumgart offered a motion to approve Resolution #37 designating October 6-12, 2024, as Public Power Week. Commissioner Sieck seconded.

RESOLUTION NO. 37

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

Interim General Manager Johnson provided an update on the progress of acquiring property for the new WMU facility. Both parties have agreed on a purchase price for the selected site, and the purchase agreement is currently being prepared by the City Attorney.

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

Future meetings of both the WMU Labor and Planning Committees will be forthcoming. Tentative future Labor Committee agenda items include new building land acquisition for the new building and the MUC Self-Survey. Tentative Planning Committee agenda items include the new building, new generation, and CMMPA transmission investment.

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

Respectfully Submitted,

WILLMAR MUNICPAL UTILITIES

_____
Beth Mattheisen, Executive Secretary

ATTEST:

_____
Dave Baumgart, Secretary

RESOLUTION NO. 36
RESOLUTION TO RECOMMEND WILLMAR CITY COUNCIL
IMPLEMENT ELECTRIC RATE ADJUSTMENTS EFFECTIVE JANUARY 1, 2025

BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the rates for electric service be set as follows:

Section 1. ELECTRIC RATES
The rates for electric service provided by the Municipal Utilities Commission shall continue as follows:

YEAR: 2025

Residential Service Rate
The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	Non-Summer
Energy Charge all kWh	.119	.102
Fixed Cost Fee	$12.75/mo.	$12.75/mo.

Heat Pump Rate
The rate for heat pump service shall be as follows:

Energy Charge all kWh	.119	.083

Off-Peak Storage Heat & Electric Vehicle Charging Rate
The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh	.060	.060

Small Commercial Rate
The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.120	.104
Fixed Cost Fee	$18.50/mo.	$18.50/mo.

Three Phase Commercial Rate
The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.120	.104
Fixed Cost Fee	$34.25/mo.	$34.25/mo.

Large Power Rate
The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service

Energy Charge all kWh	.066	.059
Demand Charge	$16.00/kW	$14.00/kW
Fixed Cost Fee	$50.00/mo.	$50.00/mo.

Secondary Service

Energy Charge all kWh	.067	.060
Demand Charge	$16.30/kW	$14.30/kW
Fixed Cost Fee	$40.00/mo.	$40.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service

Energy Charge all kWh ……..	.065	.058
Demand Charge …….	$16.00/kW	$14.00/kW
Fixed Cost Fee ……	$50.00/mo.	$50.00/mo.

Secondary Service

Energy Charge all kWh ……..	.066	.059
Demand Charge …….	$16.30/kW	$14.30/kW
Fixed Cost Fee ……	$40.00/mo.	$40.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED …….. $11.40/mo.
100 Watt LED ……. $13.40/mo.

YEAR: 2026

Residential Service Rate

The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	**Non-Summer**
Energy Charge all kWh …….	.123	.104
Fixed Cost Fee ……..	$14.75/mo.	$14.75/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

Energy Charge all kWh …….	.123	.084

Off-Peak Storage Heat & Electric Vehicle Charging Rate

The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh …….	.060	.060

Small Commercial Rate

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh …….	.126	.107
Fixed Cost Fee ……..	$20.50/mo.	$20.50/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh …….	.126	.107
Fixed Cost Fee ……..	$36.50/mo.	$36.50/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service

Energy Charge all kWh ……..	.063	.056

Demand Charge …….	$15.45/kW	$17.90/kW
Fixed Cost Fee ……	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh ……..	.064	.057
Demand Charge …….	$15.75/kW	$18.25/kW
Fixed Cost Fee ……	$45.00/mo.	$45.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service		
Energy Charge all kWh ……..	.063	.056
Demand Charge …….	$18.25/kW	$15.75/kW
Fixed Cost Fee ……	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh ……..	.064	.057
Demand Charge …….	$18.25/kW	$15.75/kW
Fixed Cost Fee ……	$45.00/mo.	$45.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED …….. $11.40/mo.
100 Watt LED ……. $14.00/mo.

YEAR: 2027

Residential Service Rate

The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	**Non-Summer**
Energy Charge all kWh …….	.127	.106
Fixed Cost Fee ……..	$17.00/mo.	$17.00/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

Energy Charge all kWh …….	.127	.085

Off-Peak Storage Heat & Electric Vehicle Charging Rate

The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh …….	.060	.060

Small Commercial Rate

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh …….	.132	.111
Fixed Cost Fee ……..	$23.00/mo.	$23.00/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh …….	.132	.111
Fixed Cost Fee ……..	$39.00/mo.	$39.00/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service		
Energy Charge all kWh ……..	.061	.054
Demand Charge …….	$19.60/kW	$16.65/kW
Fixed Cost Fee ……	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh ……..	.062	.055
Demand Charge …….	$20.00/kW	$17.00/kW
Fixed Cost Fee ……	$50.00/mo.	$50.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service		
Energy Charge all kWh ……..	.061	.054
Demand Charge …….	$19.60/kW	$16.65/kW
Fixed Cost Fee ……	$50.00/mo.	$50.00/mo.
Secondary Service		
Energy Charge all kWh ……..	.062	.055
Demand Charge …….	$20.00/kW	$17.00/kW
Fixed Cost Fee ……	$50.00/mo.	$50.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED …….. $11.40/mo.
100 Watt LED ……. $14.65/mo.

Section 2. SUMMER RATE DEFINITION

Summer and non-heating season rates are defined as consumption months May through September, billing months of June through October.

Section 3. ELECTRIC ENERGY ACQUITION ADJUSTMENT

There shall be added to all electrical energy billed an Energy Acquisition Adjustment. The Energy Acquisition Adjustment shall be calculated pursuant to the following formula:

The overall average cost of wholesale power and net transmission costs (transmission costs less transmission revenue) incurred above the weighted average cost established at the time of the current rate schedule.

Section 4. CITY FRANCHISE FEE

There shall be added to all utility bills a “City Franchise Fee” to be calculated by applying a rate to be determined by dividing the total kilowatt hours (kWhs) sold by WMU annually by the total Intergovernmental Transfer and street lighting cost incurred by WMU for the preceding calendar year to each customer kWh billed monthly for the next 12-month period.

Section 5. REPEALER

The Municipal Utilities Commission recommends that the City Council repeal Sections #1, #5, and #6 of Ordinance #1518 (adopted November 6, 2024) to the extent that it is inconsistent herewith.

Section 6. EFFECTIVE DATES

The Municipal Utilities Commission recommends that the amendment in rates be effective for billings sent on and after January 1, 2025, January 1, 2026, and January 1, 2027.

BE IT FURTHER RESOLVED that this resolution be forwarded to the City Council of the City of Willmar with a recommendation to approve an ordinance authorizing the above rates.

Dated this 23rd day of September, 2024.

/s/ Shawn Mueske
President

ATTEST:

/s/ Dave Baumgart
Secretary

RESOLUTION NO. 37

2024 PUBLIC POWER WEEK
IN APPRECIATION OF WILLMAR MUNICIPAL UTILITIES,
OUR HOMETOWN ELECTRIC UTILITY

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

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

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

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

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

BE IT FURTHER RESOLVED: that the week of October 6-12 be designated Public Power Week to recognize Willmar Municipal Utilities for its contributions to the community and to educate consumer-owners, policy makers, and employees on the benefits of public power;

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

Dated this 23rd day of September, 2024.

/s/ Shawn Mueske
President

ATTEST:

/s/ Dave Baumgart
Secretary

City Council Action Request

Council Meeting Date:	October 7, 2024	**Agenda Item Number:**	11.N.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	Yes	**Prepared By:**	Abby Ahrendt, Administrative Assistant
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Resolution to Acknowledge Donations for the 3rd Quarter of 2024		

RECOMMENDED ACTION:
Council motion to adopt a resolution approving and acknowledging donations for the third quarter of 2024.

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

BUDGETARY/FISCAL ISSUES:
Donation Total - $1,535.00

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. 2024 3rd quarter donations resolotuion

RESOLUTION NO.
ACKNOWLEDGEMENT OF DONATIONS

Motion By: _____ Second By: _____

WHEREAS, the City of Willmar has received donations which have been acknowledged by the City Administrator expressing the community's appreciation for the period of July 1, 2024 through September 30, 2024.

Amount	From	For/Purpose
$ 25.00	Jerald Tagtow	Willmar Cert Fund
$ 50.00	Jerald Tagtow	Willmar Police Body Armor
$ 100.00	Karen Bjerke	Willmar CERT Fund
$ 360.00	Willmar Fest	Willmar CERT Fund
$ 500.00	Ridgewater	Welcome Week
$ 500.00	Ryane Clarks Heroes Project	Fire Explorers

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

Dated this 7th day of October, 2024.

_____
MAYOR

Attest:

_____
CITY CLERK