



WILLMAR CITY COUNCIL MEETING
MONDAY, NOVEMBER 18, 2024 @ 6:30 PM
BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING
2200 – 23rd STREET NE, WILLMAR MINNESOTA

AGENDA

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

Approve:

- A. City Council Minutes of November 4, 2024
- B. Willmar City Board of Canvass Proceedings Minutes
- C. Willmar Police Commission Meeting Minutes of October 29, 2024
- D. LELS MOU for Temporary Assignment
- E. Planning Commission Minutes of DRAFT November 6, 2024
- F. Municipal Utilities Commission Meeting Minutes of November 12, 2024
- G. Preliminary & Final Plat Approval: MCKENZIE ESTATES FIRST ADDITION
- H. Consideration of Deferred Special Assessments for Senior Citizens, Disabled, Hardship, or Active Military
- I. Accepting Clear Zone Grant for Airport Improvement
- J. Accounts Payable Report, 10/31/24 - 11/13/24

Information:

Directors Reports

Finance Report through 10/31/2024

WMU Financial Report for 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:

11. Regular Business

- A. 2025 Improvement Project - Professional Services Agreement & Preliminary Budgets
- B. 2026 Improvement Projects- Professional Services Agreement & Preliminary Budgets
- C. Wastewater Rate Study presentation and Introduction of an Ordinance amending Sanitary Sewer Rates
- D. 2022 Engineering Professional Services Amendment & Project No. 2503-D Preliminary Budget
- E. 2025 Capital Improvement Program (CIP) and American Rescue Plan Act (ARPA)
- F. Consider Authorization of a Request for Proposals for Criminal Prosecution Services

12. "Community Pride" Announcements

13. Adjourn

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

November 4, 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, Interim Police Chief Michael Holme, Finance Director Tom Odens, Planning and Development Director Christopher Corbett, Public Works Director Justin DeLeeuw, City Engineer Jared Voge, Director of Community Growth Pablo Obregon, City Clerk Vernae Larsen, and City Attorney Robert Scott.

Council Member Butterfield asked to add Item D. The City Ordinance regarding chickens.

Council Member Asmus moved to approve the agenda with the addition. 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

City Clerk Vernae Larsen reviewed the consent agenda.

Approve:

- A. City Council Minutes of October 21, 2024
- B. Charter Commission Minutes of October 30, 2024 DRAFT
- C. Willmar Police Commission Meeting Minutes of October 11, 2024
- D. Willmar Police Commission Meeting Minutes of October 18, 2024
- E. Willmar Municipal Utilities Commission Meeting Minutes of October 28, 2024
- F. Parks and Recreation Board Meeting Minutes of August 21, 2024
- G. Planning Commission Meeting Minutes of October 23, 2024_DRAFT
- H. **Resolution No. 2024-135** Dovre Township Fire Agreement
- I. Diamond Edge Figure Skating Club Lawful Gambling Application
- J. Diamond Edge Figure Skating Club Lawful Gambling Application
- K. Consideration of Charter Commission Members
- L. Accounts Payable Report, 10/17/24 - 10/30/24

Information:

M. Monthly Building Permit Report_ October 2024

Council Member Ask asked to pull Consent Agenda Item K for further discussion.

Council Member Ask moved to **Approve the Remaining Consent Agenda Items**. 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

Following discussion, Council Member Ask moved to approve **Item F that was Removed from Consent Agenda**. 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

Open Forum

Carmen Clementson, 301 15th Avenue NW, spoke of concern for the road construction scheduled for 15th Avenue NW in 2025. She expressed a desire for the Council to consider a bike/pedestrian trail along that road due to the heavy foot traffic.

Jim Felt, retired Willmar Police Chief, shared his opinion regarding the proposed process for hiring a new police chief and the budget for staffing the police department.

Carol Laumer, 1313 Ella Avenue, shared a bit of information regarding energy and solar in our community.

Public Hearing

A. Ordinance Amending Electric Rates 2025 through 2027

Interim Municipal Utility General Manager Janell Johnson presented the proposed rate schedule that shows an average 3% rate increase effective January 1, 2025, January 1, 2026 and January 1, 2027. She asked that the Council Adopt an Ordinance amending electric rates charged by the Willmar Municipal Utilities Commission. Mayor Reese opened the public hearing at 6:48 p.m. There being no one present to speak for or against the proposed ordinance, Mayor Reese closed the public hearing at 6:48 p.m.

Council Member Ask introduced a motion to approve **Ordinance No. 1531 Amending Electric Rates 2025 through 2027**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Noes None

B. 2025 Improvement Hearing

City Engineer Jared Voge presented the proposed 2025 street projects and other improvements and asked that they adopt a resolution directing staff to prepare final plans and specifications. Mayor Reese opened the public hearing at 7:11 p.m.

Jonelle Marcus, 1609 16th Avenue NW, stated that she is already paying assessments for 16th Street and wants to know why she would be charged for CR 24 now too. She doesn't think there is anything wrong with CR 24 and feels it does not need improvement.

Brian MacLennan, 3111 Eagle Ridge Drive West, asked how the assessment amount is being determined per lot and is it different from the way Eagle Ridge Drive East was assessed a few years ago.

Steve Barney, 909 4th Street SW, would like to know when they will find out how much he will owe for 2025 street projects.

Justin Fall, 701 4th Street SW, would like to know if the street project bidding process is public/open bid and what will his street look like if they narrow the street.

Carol Laumer, 1313 Ella Avenue is wondering why 4th Street needs to be narrowed and questioned the cost of doing so.

Heidi Siller, 1210 SW 4th Street, expressed concern that with narrowing the road, garbage pickup and snow plowing will be more difficult. She would like to know if the school across Willmar Avenue will also be assessed. She also wanted to share that there is a storm drain at 4th St. and Willmar Ave that does not work.

Mayor Reese closed the public hearing at 7:30 p.m. Following the **2025 Improvement Hearing** Council Member Ask moved to adopt **Resolution 2024-136** ordering the 2025 street and other improvements and directing staff to prepare final plans and specifications. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Noes None

Regular Business

A. Certification of Unpaid Utility Charges as a Lien

City Clerk Vernae Larsen presented a list of Unpaid Utility Charges and asked the Council to adopt a resolution approving Unpaid Utility Charges Be Certified Against the Real Property per Section 16-127 of the Willmar City Code. Council Member Fagerlie moved to **Approve Resolution No. 2024-137 Certifying the Unpaid Utility Charges as a Lien Against the Real Property**. 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

B. CR 5 and Trott Ave/Willmar Ave Signal Warrants

City Engineer Jared Voge updated the council on the traffic analysis study done at the intersections of County Road 5 and Trott Avenue and County Road 5 and Willmar Avenue. After reviewing the study, no traffic signals are warranted at CSAH 5 and Trott Ave or CSAH 5 and Willmar Ave.

At 7:54 p.m. Mayor Reese called for a 5 minute break.

The meeting resumed at 8:00 p.m.

C. Police Chief Executive Recruiter Selection

City Administrator Leslie Valiant presented information regarding bids that were received from Executive Recruiters for the Police Chief position and recommended that Council approve hiring Baker Tilly to begin the process of hiring a new Chief of Police. Council Member Ask moved to **Approve the bid from Baker Tilly and hire them for the Police Chief Executive Recruiter Selection.** Council Member Nelsen seconded the motion. After much discussion, the motion failed on a roll call vote of Ayes 3, Noes 5.

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

D. Chicken Ordinance and Discussion

Council Member Butterfield shared that he has been receiving ongoing complaints about chickens in the city limits on the southeast side of Willmar. Planning and Development Director Christopher Corbett said he would get that taken care of by the end of the week.

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

At 8:58 p.m. Council Member Butterfield motioned to enter into **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.** Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Council entered back into open session at 9:07 p.m.

Council Member Asmus questioned what happened to abandon property in the city. Planning and Development Director Christopher Corbett responded by saying we do notify the property owners of nuisances. In the future, our software will help us better track these properties. City Administrator informed the Council that as a city, we do not have the authority to seize the property. That would have to come from the state.

Council Member Fagerlie moved to **Adjourn** at 9:14 p.m. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 2024-135

**A RESOLUTION APPROVING DOVRE TOWNSHIP FIRE AGREEMENT
IN THE AMOUNT OF \$54,273.30**

Motion By: Ask Second By: Fagerlie

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to execute the fire protection agreement with Dovre Township for the period January 1, 2025 through December 31, 2025, in the amount of \$54,273.30.

Dated this 4th day of November 2024.

/S/ Douglas E. Reese
MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK

RESOLUTION NO. 2024-136

**A RESOLUTION ORDERING THE 2025 STREET AND OTHER IMPROVEMENTS AND DIRECTING STAFF TO
PREPARE FINAL PLANS AND SPECIFICATIONS.**

Motion By: Ask Second By: Nelsen

WHEREAS, after due Notice of Public Hearing on the construction of street and other improvements for the City of Willmar, Minnesota, hearing on said improvements was duly held and the Council heard all persons desiring to be heard on the matter and fully considered the same.

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

1. It is advisable, expedient, and necessary that said improvements as described in the Notice of Hearing thereon be constructed and the same are hereby ordered made.
2. The improvements described in said Notice of Hearing are hereby designated and shall be known as 2025 Street and Other Improvements.
3. The City's Engineer is hereby directed to prepare final plans and specifications for said improvements.
4. The City Council shall let the contract for all or part of the work for said improvements or order all or part of the work done by day labor or otherwise as authorized by Minnesota Statutes, Section 429.041, Subdivision 2, within one year of the date of this resolution ordering said improvements.

Dated this 4th day of November, 2024

_____/S/ Douglas E. Reese
Mayor

Attest:

_____/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2024-137

RESOLUTION APPROVING UNPAID UTILITY CHARGES BE CERTIFIED AGAINST THE
REAL PROPERTY

Motion By: Fagerlie Second By: Asmus

WHEREAS, Section 16-127 of the Willmar City Code states that such unpaid utility bills represent a lien on the real property receiving utility services; and

WHEREAS, the Willmar Municipal Utilities Commission has offered the owner the right to request an appearance before the Commission to make objections to payment; and

WHEREAS, the Willmar Municipal Utilities Commission has adopted Resolution No. 39 on October 15, 2024, requesting the Willmar City Clerk to certify the unpaid utility charges as a lien on the real property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the amount of the unpaid utility charges totaling \$45,776.22 be certified to the County Auditor to be extended on the tax rolls of such real property in the same manner as other taxes for collecting in 2025 and collected by the County Treasurer, and paid to the City Clerk along with other taxes; and

BE IT FURTHER RESOLVED that the unpaid utility charges be certified against the real property as follows:

1. Parcel No. 95-860-0100
Located at 1225 16th Street SW \$916.23
Described as Section 21, Township 119, Range 35, Lot 10, Block 1
WEST PARK 1ST ADD.
2. Parcel No. 95-730-1040
Located at 212 High Avenue NE \$1,408.13

	Described as Section 11, Township 119, Range 35, Lot 4, Block 7 <i>SPERRY'S ADDITION</i>	
3.	Parcel No. 95-003-3340 Located at 430 Litchfield Avenue SW Described as Section 15, Township 119, Range 35, Block 30 <i>WILLMAR, TOWN OF (ORIGINAL)</i> <i>Lot 10 & West 6 Inches Of Lot 9</i>	\$728.94
4.	Parcel No. 95-540-0010 Located at 804 Olaf Avenue NW Described as ERIK NILSONS ADDITION TO THE VILLAGE OF WILLMAR (NELSON'S ADDITION TO THE VILLAGE OF WILLMAR) <i>West 71 Feet of Lot 1, Block 1 of Nelsons Addition & West 71 Feet of South 3 Feet of Lot 2, Block 3, Thorpe & Lien's Addition</i>	\$777.13
5.	Parcel No. 95-671-0020 Located at 1409 11 th Street SE Described as Section 23, Township 119, Range 35, Lot 2, Block 1 <i>PLEASANT VIEW SECOND ADDITION</i>	\$2,229.96
6.	Parcel No. 95-250-1990 Located at 932 2 nd Street SE Described as Section 14, Township 119, Range 35, Lot 9, Block 9 <i>GLARUM'S ADDITION TO WILLMAR</i>	\$870.14
7.	Parcel No. 95-220-1840 Located at 401 Ann Street SE Described as Section 14, Township 119, Range 35, Lot 14, Block 12 <i>FERRING'S ADDITION TO THE CITY OF WILLMAR</i>	\$6,011.75
8.	Parcel No. 95-820-0260 Located at 940 Olaf Avenue NW Described as Section 10, Township 119, Range 35, Block 2 <i>THORPE & LIEN'S ADDITION</i> <i>Part of Lot 9; Commencing 125 Feet West of Southeast Corner Thence North Parallel with East Line to North Line Thereof Thence West 125 Feet Thence South Parallel with East Line to a Point on South Line Thence East On South Line 125 Feet to Beginning Except South 109 Feet of West 50 Feet & Except North 120 Feet of West 60 Feet</i>	\$863.67
9.	Parcel No. 95-220-1610 Located at 415 Charlotte Street SE Described as Section 14, Township 119, Range 35, Lot 11, Block 11 <i>FERRING'S ADDITION TO THE CITY OF WILLMAR</i>	\$1,026.23
10.	Parcel No. 95-003-5250 Located at 313 4 th Street SW Described as Section 15, Township 119, Range 35, Block 44 <i>WILLMAR, TOWN OF (ORIGINAL)</i> <i>North 1.08 Feet of Lot 9 Except East 30 Feet; Lot 10 Except East 30 Feet South Half of Lot 11</i>	\$2,289.17
11.	Parcel No. 95-922-7380 Located at 1308 10 th Street SW Described as Section 22, Township 119, Range 35 <i>South 90 Feet of North 716 Feet of West 98.75 Feet of East 775.5 Feet of Northeast Quarter of Northwest Quarter</i>	\$341.54

12.	Parcel No. 95-671-0470 Located at 1409 9 th Street SE Described as Section 23, Township 119, Range 35, Block 3 <i>PLEASANT VIEW SECOND ADDITION</i> <i>North 80 Feet of Lot 17</i>	\$401.98
13.	Parcel No. 95-006-7260 Located at 517 13 th Street SW Described as Section 15, Township 119, Range 35, Lot 10, Block 111 <i>FIRST ADDITION TO THE CITY OF WILLMAR</i>	\$1,770.91
14.	Parcel No. 95-660-0290 Located at 704 Augusta Avenue SE Described as Section 14, Township 119, Range 35, Lot 9, Block 2 <i>PERKINS' FIRST ADDITION TO THE CITY OF WILLMAR</i>	\$979.24
15.	Parcel No. 95-350-0010 Located at 908 17 th Street SW Described as Section 16, Township 119, Range 35 <i>HOAGLUND'S SUBDIVISION</i> <i>South 52.7 Feet of Lot 1, North 38 Feet of Lot 2</i>	\$998.97
16.	Parcel No. 95-480-0060 Located at 500 13 th Avenue SW Described as Section 22, Township 119, Range 35, Block 1 <i>LEARY'S ADDITION TO WILLMAR</i> <i>Lots 6 & 7</i>	\$962.34
17.	Parcel No. 95-740-1330 Located at 416 Trott Avenue SE Described as Section 14, Township 119, Range 35, Block 9 <i>SPICER'S ADDITION TO WILLMAR</i> <i>West 50 Feet of East 100 Feet of Lots 1 & 2 and of North 40 Feet of Lot 3</i>	\$1,160.42
18.	Parcel No. 95-130-0100 Located at 604 2 nd Street SE Described as Section 14, Township 119, Range 35, Block 2 <i>CARLSON'S ADDITION TO THE CITY OF WILLMAR</i> <i>East 75 Feet of Lot 1</i>	\$700.05
19.	Parcel No. 95-684-0450 Located at 701 27 th Avenue SW Described as Section 22, Township 119, Range 35, Block 4 <i>PORTLAND ACRES FOURTH ADDITION</i> <i>Lot 5 Except West 7 Feet & Except East 8 Feet Thereof Tract "B"</i>	\$663.85
20.	Parcel No. 95-835-0480 Located at 3101 3 rd Avenue NW Described as Section 08, Township 119, Range 35, Lot 25, Block 2 <i>VOS PARK</i>	\$1,502.22
21.	Parcel No. 95-668-1440 Located at 2413 4 th Avenue SE Described as Section 13, Township 119, Range 35, Block 8 <i>PHEASANT RUN</i> <i>Lot 4 Except Easterly 5 Feet</i>	\$291.13

22. Parcel No. 95-922-6810
 Located at 508 19th Avenue SW \$1,131.01
 Described as Section 22, Township 119, Range 35
*Part of the Southeast Quarter of Northeast Quarter Described as Follows;
 Beginning at the Southwest Corner of Southeast Quarter Northeast Quarter,
 Thence North 280 Feet, Thence East 154.7 Feet, Thence Southeasterly 65.82 Feet,
 Thence South to South Line of Southeast Quarter of Northeast Quarter, Thence
 West to Point of Beginning*

23. Parcel No. 95-090-0440
 Located at 814 5th Street SW \$1,225.00
 Described as Lot 4
*BOOTH'S ADDITION TO WILLMAR
 BLOCK D*

24. Parcel No. 95-831-0120
 Located at 316 Valley View Drive SE \$857.74
 Described as Section 13, Township 119, Range 35, Lot 3, Block 1
VALLEY VIEW COURT

25. Parcel No. 95-220-1720
 Located at 612 Becker Avenue SE \$1,129.44
 Described as Section 14, Township 119, Range 35, Block 12
*FERRING'S ADDITION TO THE CITY OF WILLMAR
 West 60 Feet of Lots 1 & 2*

26. Parcel No. 95-690-0580
 Located at 1221 13th Avenue SW \$372.77
 Described as Section 22, Township 119, Range 35, Block 4
*RAMBLEWOOD ADDITION TO THE CITY OF WILLMAR
 Lot 8 & West 2 Feet of Lot 9*

27. Parcel No. 95-070-0140
 Located at 718 14th Street SW \$693.04
 Described as Lot 4
*BONHAM'S SUBDIVISION
 Block B*

28. Parcel No. 95-843-0330
 Located at 713 19th Street SE \$1,321.66
 Described as Section 13, Township 119, Range 35, Lot 3, Block 4
WELSHIRE ADDITION

29. Parcel No. 95-090-1490
 Located at 1017 7th Street SW \$743.05
 Described as Section 15, Township 119, Range 35
*BOOTH'S ADDITION TO WILLMAR
 Block K Lot 10 Except North 5 Feet; Northerly Half of Lot 9*

30. Parcel No. 95-914-1760
 Located at 817 Mary Avenue SE \$286.46
 Described as Section 14, Township 119, Range 35
DANIELSON'S OUT-LOT #1

31. Parcel No. 95-090-0280
 Located at 825 7th Street SW \$1,160.80
 Described as Section 15, Township 119, Range 35
*BOOTH'S ADDITION TO WILLMAR
 Block C Lot 8 & South Half of Lot 9*

- | | | |
|-----|--|------------|
| 32. | Parcel No. 95-684-0470
Located at 613 27 th Avenue SW
Described as Section 22, Township 119, Range 35, Block 4
<i>PORTLAND ACRES FOURTH ADDITION TO THE CITY OF WILLMAR</i>
<i>Lot 7 Except East 36 Feet, East 23 Feet of Lot 6</i> | \$641.47 |
| 33. | Parcel No. 95-006-7000
Located at 402 12 th Street SW
Described as Section 15, Township 119, Range 35, Block 110
<i>FIRST ADDITION TO THE CITY OF WILLMAR</i>
<i>East Half of Lots 1 & 2 Except South 10 Feet of Lot 2</i> | \$881.32 |
| 34. | Parcel No. 95-006-2320
Located at 618 7 th Street SW
Described as Section 15, Township 119, Range 35, Lot 5, Block 73
<i>FIRST ADDITION TO THE CITY OF WILLMAR</i> | \$997.12 |
| 35. | Parcel No. 95-320-0410
Located at 500 13 th Street SW
Described as Section 15, Township 119, Range 35, Lot 1, Block 4
<i>HIGHLAND PLACE IN THE CITY OF WILLMAR</i> | \$1,045.39 |
| 36. | Parcel No. 95-922-7850
Located at 323 Hillcrest Drive SW
Described as Section 22, Township 119, Range 35
<i>West 75 Feet of East 1080 Feet of South 137.68 Feet of North</i>
<i>800 Feet of the Southeast Quarter</i> | \$1,006.63 |
| 37. | Parcel No. 95-280-1660
Located at 1203 4 th Street SW
Described as Section 15, Township 119, Range 35, Block 9
<i>HANSON'S ADDITION TO WILLMAR</i>
<i>Part of Lots 4, 5 & 6; Beginning at Northwest Corner of Lot 6,</i>
<i>Thence East to Northeast Corner of Lot 4 South 56.91 Feet, West to</i>
<i>West Line of Lot 6, North 56.91 Feet to Beginning</i> | \$1,317.27 |
| 38. | Parcel No. 95-280-1620
Located at 1200 3 rd Street SW
Described as Section 15, Township 119, Range 35, Block 9
<i>HANSON'S ADDITION TO WILLMAR</i>
<i>Part of Lots 1, 2, & 3; Beginning at Northeast Corner of Lot 1, Thence</i>
<i>South 63.7 Feet, West 150.76 Feet, North to Northwest Corner of Lot</i>
<i>3, East to Beginning</i> | \$471.73 |
| 39. | Parcel No. 95-916-3630
Located at 1711 Gorton Avenue NW
Described as Section 16, Township 119, Range 35
<i>West 75 Feet of East 200 Feet of North 150 Feet of Lot 10 of</i>
<i>State Subdivision</i> | \$1,283.05 |
| 40. | Parcel No. 95-230-0355
Located at 803 11 ½ Avenue SE
Described as Section 14, Township 119, Range 35, Block 2
<i>GESCH ADDITION</i>
<i>Lot 15 Except Westerly 80 Feet; & Lot 16 Except Easterly 76 Feet</i> | \$2,317.27 |

Dated this 4th day of November 2024.

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

WILLMAR CITY BOARD OF CANVASS PROCEEDINGS
CONFERENCE ROOM NO. 1
WILLMAR CITY OFFICE BUILDING
WILLMAR, MINNESOTA

November 13, 2024
11:00 a.m.

The Board of Canvass was called to order by Mayor Douglas Reese. Members present on a roll call were: Mayor Douglas Reese, Council Members Audrey Nelsen, Rick Fagerlie, and Carl Shuldes. Council Member Vicki Davis, Tom Butterfield, Michael O'Brien, Julie Asmus and Justin Ask were excused from the meeting. Present 3, Absent 5.

Also present was City Clerk Vernae Larsen.

With no quorum in attendance no action can be taken therefore the meeting was recessed until Thursday, November 14, 2024 at 11:30 a.m.

November 14, 2024
11:30 a.m.

The Board of Canvass was called to order by Mayor Douglas Reese. Members present on a roll call were: Mayor Douglas Reese, Council Members Audrey Nelsen, Rick Fagerlie, Julie Asmus, Vicki Davis and Carl Shuldes. Council Member Tom Butterfield, Michael O'Brien and Justin Ask were excused from the meeting. Present 5, Absent 3.

Also present was City Clerk Vernae Larsen.

The Board met for the purpose of canvassing the ballots from the November 5, 2024, General Election. Following review of the election results, Resolution No. 2024-138 was introduced by Council Member Davis, seconded by Council Member Nelsen, and approved on a roll call vote of Ayes 5, Noes 0.

RESOLUTION NO. 2024-138

WHEREAS, the City Council of the City of Willmar, Minnesota, has officially canvassed the ballots for the General Election, November 5, 2024, in and for the City of Willmar;

NOW, THEREFORE, BE IT RESOLVED, that the candidates and figures listed below are a full and true canvass of the Primary Election:

Ward 1	Precinct Count		Absentee Ballots In Person		Absentee Ballots Mail		Total	
	Gilbertson	O'Brien	Gilbertson	O'Brien	Gilbertson	O'Brien	Gilbertson	O'Brien
Ward 1, Precinct 1	331	130						
Ward 1, Precinct 2	136	147						
Ward 1, Precinct 3	283	200						
TOTAL	750	477	209	99	134	86	1093	662

Ward 2	Precinct Count		Absentee Ballots In Person		Absentee Ballots Mail		Total	
	Gardner		Gardner		Gardner		Gardner	
Ward 2, Precinct 1	470							
Ward 2, Precinct 2	500							
Ward 2, Precinct 3	531							
TOTAL	1501		317		300		2118	

Ward 3	Precinct Count		Absentee Ballots In Person		Absentee Ballots Mail		Total	
	Ask	Nelsen	Ask	Nelsen	Ask	Nelsen	Ask	Nelsen
Ward 3, Precinct 1	308	159						
Ward 3, Precinct 2	112	160						
Ward 3, Precinct 3	172	160						
TOTAL	592	479	159	121	142	81	893	681
Ward 4	Precinct Count		Absentee Ballots In Person		Absentee Ballots Mail		Total	
	Butterfield	Hibma	Butterfield	Hibma	Butterfield	Hibma	Butterfield	Hibma
Ward 4, Precinct 1	218	93						
Ward 4, Precinct 2	236	94						
Ward 4, Precinct 3	368	103						
TOTAL	822	290	162	66	217	56	1201	412

Dated this 14th day of November 2024

COUNCIL MEMBERS

/S/Rick Fagerlie _____

/S/Vicki Davis _____

/S/Carl Shuldes _____

/S/Audrey Nelsen _____

/S/Julie Asmus _____

/S/Douglas E. Reese _____

/S/Vernae Larsen _____

Mayor

Attest: City Clerk

There being no further business to come before the Board of Canvass, the meeting was adjourned at 11:47 a.m. upon motion by Council Member Nelsen and seconded by Council Member Davis.



City Council Action Request

Council Meeting Date:	November 18, 2024	Agenda Item Number:	6.C.
Agenda Section:	Consent Items	Originating Department:	Police Department
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Willmar Police Commission Meeting Minutes of October 29, 2024		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 2024-10-29 Minutes

MINUTES
WILLMAR POLICE COMMISSION
Tuesday, October 29, 2024

A meeting of the Willmar Police Civil Service Commission was held on Tuesday, October 29, 2024, at the Law Enforcement Center in Willmar.

Present were Police Civil Service Commission members President Earline Schulstad, Vice President Lilbon Clark, and Secretary Kris Rosendahl. Interim Chief Mike Holme, Captain Mike Anderson and Administrative Assistant Lynn Shuldes were also present.

The meeting was called to order by President Schulstad at 10:01 a.m.

A motion was made by Commissioner Rosendahl, seconded by Commissioner Clark to approve the October 18th minutes as submitted. **Motion carried.**

Captain Anderson updated the Commission on a candidate that recently completed their testing, as required by their Conditional Offer of Employment. Upon further review and discussion, the Commission made the difficult decision to not proceed with an offer of employment. The motion to not proceed with an official offer of employment with the City of Willmar was made by Commissioner Schulstad, seconded by Commissioner Rosendahl. **Motion carried.**

Miscellaneous

Captain Anderson stated the interviews for full time CSO took place on Monday, October 28th. With there being three applicants for the position, all were interviewed. After the interviews took place, one of the applicants asked to be withdrawn from consideration as they will be going into the military. The interview panel selected their top candidate, the city drafted an offer letter, and the applicant accepted. The candidate will begin this new position on Wednesday, October 30th.

The Commission inquired if the recently interviewed applicant had turned in his background packet. Captain Anderson stated that he had not but that the applicant has been on vacation so hopefully it will be turned in once he returns.

There was discussion regarding possible dates for the Commission to meet with City Administration to review the Request for Proposals from executive recruiters, for assistance in the hiring of a Police Chief. The consensus was that Friday, November 1st would work for all. Captain Anderson and Interim Chief Holme will also attend, per the Commission's request.

Having no further business, a motion was made by Commissioner Rosendahl and seconded by Commissioner Clark to adjourn. The meeting was adjourned at 10:56 a.m.

by Lynn Shuldes



City Council Action Request

Council Meeting Date:	November 18, 2024	Agenda Item Number:	6.D.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	LELS MOU for Temporary Assignment		

RECOMMENDED ACTION:

Motion to approve LELS MOU for Temporary Assignment of Sergeant Mike Holme as Interim Police Chief

OVERVIEW:

A memorandum of understanding between the City of Willmar and the Law Enforcement Labor Services union (LELS) is needed to clarify certain terms and conditions of employment while Sergeant Holme is assigned as interim Police Chief while maintaining his job classification as Sergeant.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar- LELS MOU re Temporary Assignment

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Willmar (“Employer”) and Law Enforcement Labor Services, Inc. (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit;

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

WHEREAS, the Employer has a vacancy in the Chief of Police position;

WHEREAS, the Union is not the exclusive representative for employees employed as Chief of Police (“Chief”);

WHEREAS, Employer will temporarily assign the Employer’s Sergeant Mike Holme (“Employee”) the duties and responsibilities of Chief while maintaining his job classification as Sergeant;

WHEREAS, Employee is not appointed to the job classification of Chief but assigned the duties and responsibilities of Chief from October 18, 2024 until Employee is otherwise notified by City Administration;

WHEREAS, the parties desire to clarify certain terms and conditions of employment while Sergeant is assigned the duties and responsibilities of Chief; and

NOW, THEREFORE, Employer and Union agree as follows:

Article 1. Temporary Assignment of the Duties and Responsibilities of Chief of Police

Section 1.1 Employee remains in the job classification of Sergeant within in the appropriate bargaining unit of Union during the temporary assignment of the duties and responsibilities of Chief.

Section 1.2 For the duration of Employee’s assignment of the duties and responsibilities of Chief, Employee will be classified as salaried, full-time and exempt (non-overtime eligible).

Section 1.3 For the duration of Employee’s assignment of the duties and responsibilities of Chief, Employee will continue to be paid his annualized salary under the Labor Agreement in addition to the difference between his annualized salary and the Chief grade “NO” step 4 \$115,668.80 prorated weekly. Employee will also receive any COLA based on the Chief position within the City of Willmar Directors position.

Section 1.4 For the duration of Employee's assignment of the duties and responsibilities of Chief, the following Labor Agreement provisions shall not apply to Employee:

- (a) Article 2, Section 2.6
- (b) Article 8, Section 8.1
- (c) Article 8, Section 8.2
- (d) Article 13, Section 13.1
- (e) Article 13, Section 13.2
- (f) Article 13, Section 13.3
- (g) Article 13, Section 13.4
- (h) Article 13, Section 13.5
- (i) Article 13, Section 13.6
- (j) Article 14, Section 14.1
- (k) Article 14, Section 14.2
- (l) Article 15, Section 15.1
- (m) Article 24, Section 24.2
- (n) Article 24, Section 24.3

Section 1.5 All other provisions of the Labor Agreement shall apply to Employee For the duration of Employee's assignment of the duties and responsibilities of Chief.

Section 1.6 Once Employee's temporary assignment ends, Employee shall revert back to performing the duties and responsibilities of his classification of Sergeant on a regular full-time basis.

Article 2. Entire Understanding

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

Article 3. Waiver of Bargaining

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

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights

without limitation, including to establish, modify, or eliminate the assignment of duties and responsibilities.

Article 5. Amendment or Modification

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

Article 6. Voluntary Understanding of the Parties

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

Article 7. Effective Date and Expiration Dates

This MOU is effective October 18, 2024 once signed by all parties to this MOU. The MOU will expire and no longer be in force or effect, effective the date that Employee's temporary assignment ends.

In the event the temporary assignment does not end by October 1, 2025 the parties agree to meet and discuss.

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

LELS:

Dan Wilson

Date: 11/15/2024

CITY OF WILLMAR:

CITY ADMINISTRATOR

MAYOR

Date: _____



City Council Action Request

Council Meeting Date:	November 18, 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 DRAFT November 6, 2024		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 11-06-24 Minutes Planning Commission Meeting

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

MINUTES

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

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

Members Absent: None.

Others Present: Christopher Frank (City Planner).

1. Chairman Marchand called for order at 6:30PM.
2. Roll Call.
3. Additions/Deletions: None.
4. Minutes:
 - 4.1. **Commissioner Dresler motioned, seconded by Commissioner Buzzeo, to approve the October 23, 2024 meeting minutes with the correction that Commissioner Buzzeo abstained from the vote for 6.1.1. The motion passed unanimously.**
5. General Public Testimony: None.

6. REGULAR BUSINESS

6.1 HEARING AND ACTION

None.

6.2 PLATS

6.2.1 ERIC & ROBIN RAASCH: MCKENZIE'S FIRST ADDITION PLAT REVIEW

Location: 120 – 30TH St NW; Parcel #: 95-503-0020; Ward 1.

Planner Frank introduced the plats and detailed the boundary line correction between the Raasch, Fair View Cemetery, and McKenzie properties. The boundary line correction involves adjusting the property lines to reflect the actual use and occupation of the properties, including a driveway, shed, and fence line on the Raasch-Fair View Cemetery property line and a neighboring shed and tree line on the Raasch-McKenzie property line. Fairview Cemetery has agreed to the boundary line adjustment and already executed the deeds to transfer the property. The McKenzie's have also

agreed to the boundary line adjustment and the parties have already exchanged deeds for that property transaction. The plat includes 6-foot easements on all sides of the properties and 12-foot along the roadway, which have been approved by engineering.

Commissioner Buzzeo made a motion to approve the McKenzie Estate First Addition Preliminary and Final Plats, with the condition that any further city department comments be accepted and reflected on the plats. Commissioner Fils-Aime seconded the motion. The motion passed unanimously.

6.3 BRIEFINGS

None.

7. DIRECTOR'S REPORT

None.

8. MISCELLANEOUS

None.

9. ADJOURN

With no further business to discuss, **Commissioner Poe motioned to adjourn the meeting, seconded by Commissioner Dresler, and the meeting was adjourned at 6:45 PM.**



City Council Action Request

Council Meeting Date:	November 18, 2024	Agenda Item Number:	6.F.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Municipal Utilities Commission Meeting Minutes of November 12, 2024		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 24.11.12 MUC Meeting Minutes

WILLMAR MUNICIPAL UTILITIES COMMISSION
Meeting Minutes – November 12, 2024
11:45 am – WMU Auditorium

The Municipal Utilities Commission (MUC) met in its regular meeting scheduled Tuesday, November 12, 2024, at 11:45 am in the WMU Auditorium with the following Commissioners present: John Kennedy, Dave Baumgart, Terrill Sieck, Bruce DeBlieck, and Carol Laumer. Absent were Commissioners Shawn Mueske and Patricia Elizondo.

Others present at the meeting were: Interim General Manager Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, Staff Electrical Engineer Jeron Smith, Facilities & Maintenance Supervisor Kevin Marti, Line Distribution Supervisor Ed Zurn, City Attorney Robert Scott (via teleconference), City Councilman Michael O'Brien, and WC Tribune Journalist Jennifer Kotila.

The meeting opened with the recitation of the Pledge of Allegiance. Due to the absence of Commission President Mueske, Commission Vice President Kennedy inquired if any changes to the agenda were needed. Commissioner DeBlieck offered a motion to remove item #4 (General Manager update/action) from the agenda. Commissioner Laumer seconded the motion which carried by a unanimous vote. Following further review and discussion, Commissioner DeBlieck offered a resolution to approve the consent agenda with the deletion of agenda item #4 item. Commissioner Sieck seconded.

RESOLUTION NO. 41

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the consent agenda be approved as presented which includes:

- ❖ Minutes from: October 28, 2024 MUC Meeting; and,
- ❖ Bills represented by vouchers No. 20241585 to No. 20241689 and associated wire transfers inclusive in the amount of \$442,853.00

Dated this 12th day of November, 2024.

Vice President

Attest:

Secretary

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

Finance & Office Services Supervisor Prekker reviewed the September 2024 Financial Reports, which included a recap of the August Investment Portfolio and the September Cost of Power Report. The financial information presented reflects operating revenues, expenses, retained earnings, and fund comparisons for both the Electric and Water Divisions.

Finance & Office Services Supervisor Prekker presented an Energy Acquisition Adjustment (EAA) update. As a reminder, the EAA acts as a mechanism to adjust rates for uncontrollable charges associated with power supply costs. Prekker provided background data regarding the EAA and noted that it has not been utilized since 2017. Based on actual data through September and forecasts for the remainder of the year, staff has determined

that implementation of an EAA is not required. WMU's energy costs are predicted to remain below the established threshold of \$66/MWh. Staff will continue monitoring future data for potential implementation.

Electrical Engineer Smith presented an update of the CMPAS Transmission Investment Project. In 2007, WMU entered into a Brookings-Twin Cities Project Agreement with the Central Minnesota Municipal Power Agency (CMMPA) to invest in the CAPX2020 transmission expansion. CMMPA has restructured and is now known as Central Municipal Power Agency/Services (CMPAS). In 2007, WMU invested \$550,000 in the CAPX2020 (now Grid North Partners) transmission expansion. The final payment was made in 2012, and to date, WMU has realized a net gain of over \$101,000. This investment is reflected in WMU's monthly Investment Portfolio.

Interim General Manager Johnson provided the following additional updates:

- Interim GM Johnson along with Staff Electrical Engineer Smith, met with Deb Birgen of MRES, Senator Andrew Lang, Representative Dave Baker, and Commissioner Laumer to discuss current legislative issues impacting electric utilities.
- On November 4th, the City of Willmar held a public hearing to continue the process of amending the current electric rate ordinance. Johnson attended and reported no opposition, with rate adjustments to proceed, effective January 1, 2025.
- The three-year Revenue Recapture Audit (2021–2023) has been completed.
- WMU will participate in the annual Festival of Trees, hosted at the Barn Theater this holiday season.

Interim General Manager Johnson noted tentative future Labor Committee agenda items will include the new building land acquisition and the MUC Self-Survey. Tentative future Planning Committee agenda items include new building and new generation.

Upcoming events to note:

- MMUA Legislative Conference: Jan. 28-29, 2025 (St. Paul)
- APPA Legislative Rally: Feb. 24-26, 2025 (Washington, DC)

There being no further business to come before the Commission, Commissioner DeBlieck offered a motion to adjourn. Commissioner Baumgart seconded the motion, which carried by a vote of five ayes and zero nays. The meeting was adjourned at 12:08 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Andrea Prekker, Finance & Office Services Supv.

ATTEST:

Dave Baumgart, Secretary



City Council Action Request

Council Meeting Date:	November 18, 2024	Agenda Item Number:	6.G.
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: MCKENZIE ESTATES FIRST ADDITION		

RECOMMENDED ACTION:

Approve Preliminary and Final Plats for McKenzie Estates First Addition through consent agenda.

OVERVIEW:

This is a re-plat of McKenzie Estate driven by Eric and Robin Raasch, the owners of Lot 2. The Raaschs have boundary line corrections needed with both the southern and northern neighbors. The southern boundary has an issue with Fair View Cemetery involving old and incomplete land transactions that did not result in Raaschs having clear title to the land that extends to the Fair View Cemetery fence, which is being corrected and re-platted to reflect that Raaschs own that property. The Cemetery acknowledges the ownership/title issues and has executed a new deed to transfer the land with no objections. The northern boundary with Lot 1 is being modified to run straight west-east, with Lot 1 getting the new triangular piece of land on their side and Lot 2 receiving the triangular piece on their side. This is to clear up past encroachments of buildings between the neighbors that are encroaching on the current boundary line. The McKenzies, who own Lot 1, have signed the deeds with the Raaschs to transfer those pieces and have no objections that the city is aware of. The land transactions on both boundaries have been completed with the cooperation of both neighbors and the re-plat is being done to clear up those new boundary lines into a new plat.

The Plats came before Planning Commission at the November 6, 2024 meeting and were passed unanimously.

BUDGETARY/FISCAL ISSUES:

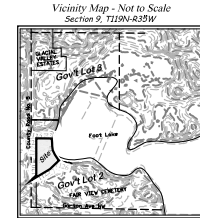
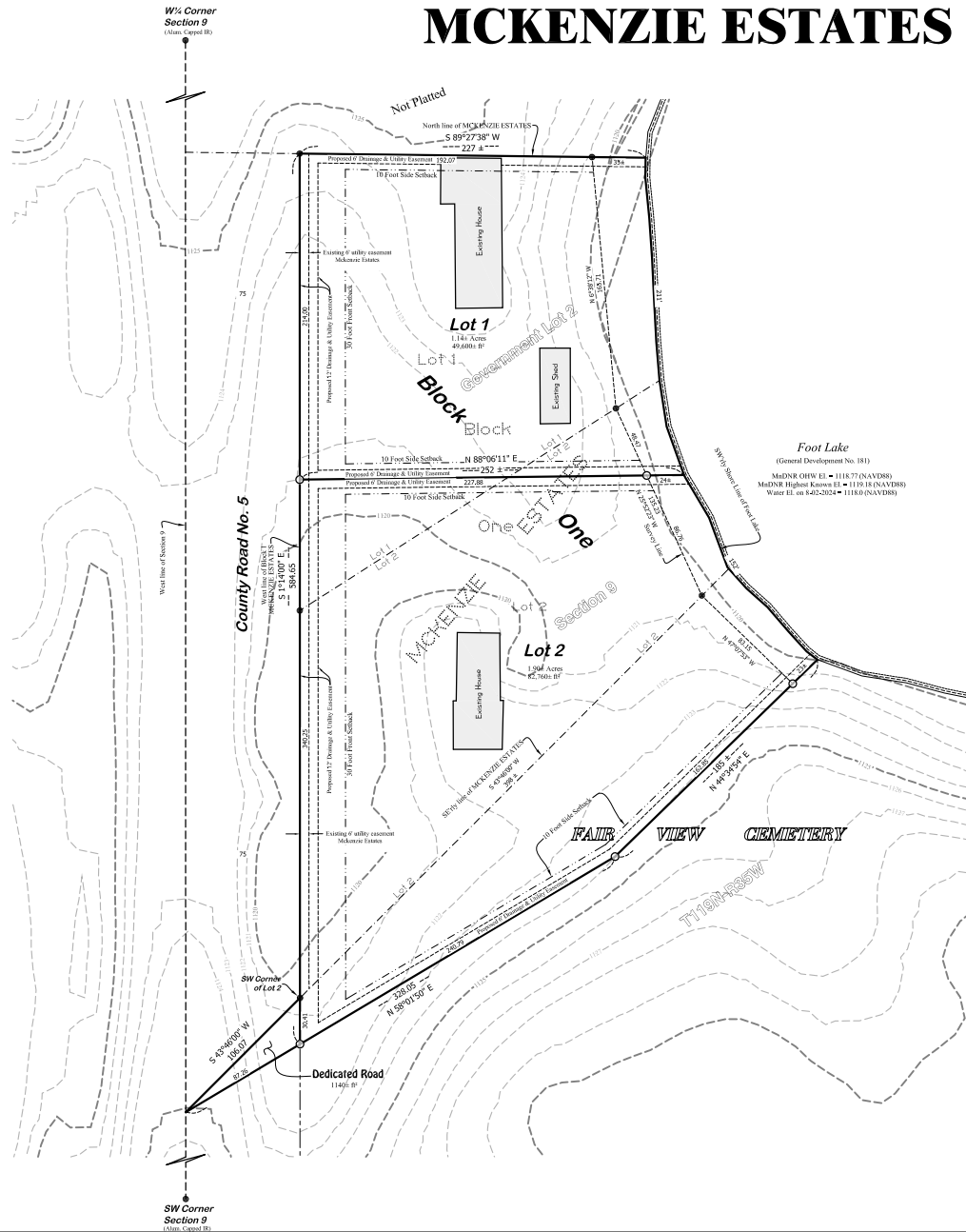
ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. McKenzie Estates First Addition Prelim 8.5x11 for Chris
2. McKenzie Estates First Addition Final Plat 8.5x11 to Chris

Preliminary Plat of:

MCKENZIE ESTATES FIRST ADDITION



This drawing prepared by:
Bonnema Runke Stern Inc.
Professional Land Surveyors
4546 Hwy 71 NE, Suite 1
Willmar, MN 56201
Office (320) 231-2844
Fax (320) 231-2827

Requested by: Eric & Robin Raasch
Total Acres: 3.12 Acres
Current Zoning: R-2 Residential
Prepared on: 11-04-2024



LEGEND

- Found Iron Monument from Former Survey
- Bonnema Runke Stern Inc. placed a 1" Iron Rod with a 40160-4017 1-14895 stamped Plastic Cap
- ⊙ Cast Iron Monument
- Approximate Right of Way Line

The Orientation of this bearing system is assumed. The west line of block one is assumed to bear S 01°14'00" E

Land Description - 3.12 Acres

Doc. 0554818 - Lot 1, Block 1, McKenzie Estates

AND ALSO

Doc. 0489341 - Lot 2, Block 1, McKenzie Estates

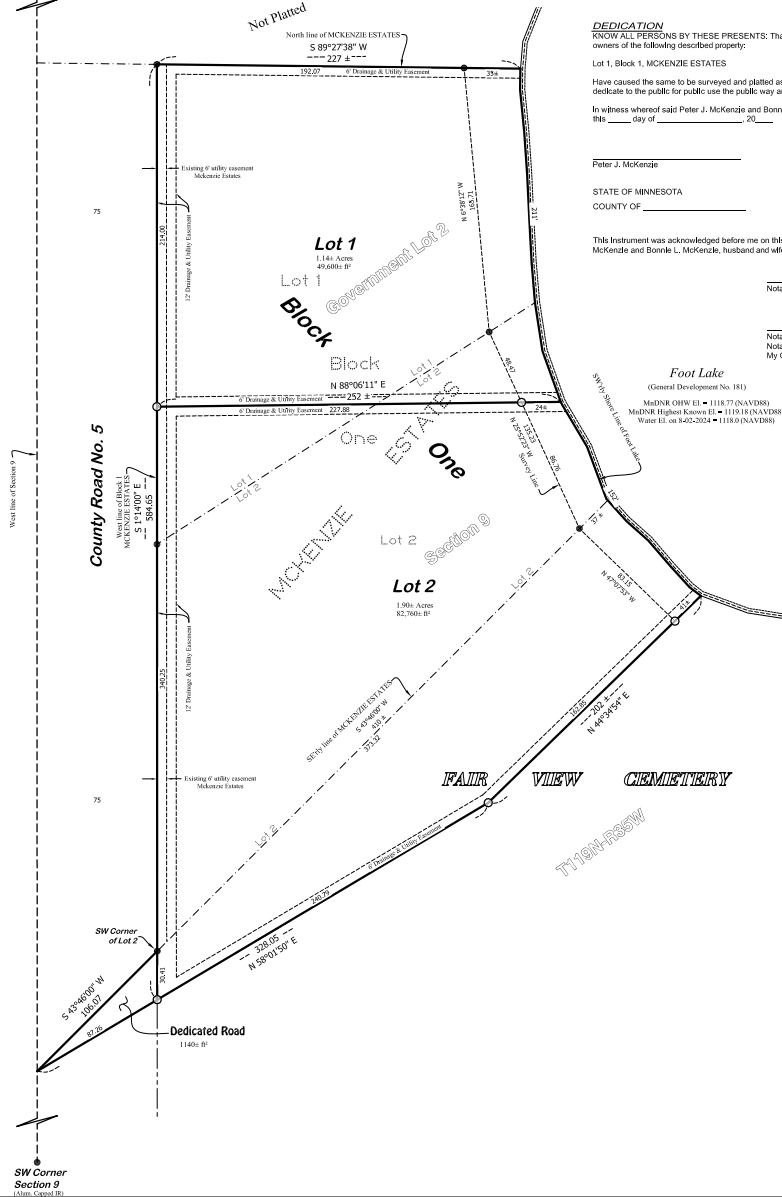
AND ALSO

That part of the record plat entitled FAIRVIEW CEMETERY, on file in the office of the Kandiyohi County Recorder and also that part of the Government Lot 2, at in Section 9, Township 19 North, Range 35 West of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota described as follows:

- Beginning at the southwest corner of said Lot 2, Block One, as shown on the record plat entitled MCKENZIE ESTATES, on file in the office of the Kandiyohi County Recorder;
- thence on an assumed bearing of South 43 degrees 46 minutes 00 seconds East, along the west line of said record plat entitled MCKENZIE ESTATE, a distance of 106.07 feet to the west line of said Section 9;
- thence on a bearing of North 58 degrees 01 minutes 59 seconds East, a distance of 238.05 feet;
- thence on a bearing of North 44 degrees 34 minutes 54 seconds East, a distance of approximately 185 feet to the southwesterly shore of Foot Lake;
- thence northwesterly, along the southwesterly shore of Foot Lake, a distance of approximately 84 feet to the southerly line of said Lot 2;
- thence on a bearing of South 43 degrees 46 minutes 00 seconds West, along the south line of said Lot 2, a distance of approximately 398 feet to the point of beginning.

MCKENZIE ESTATES FIRST ADDITION

W1/4 Corner
Section 9
(Unsurveyed 18)



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That Peter J. McKenzie and Bonnie L. McKenzie, husband and wife, owners of the following described property:

Lot 1, Block 1, MCKENZIE ESTATES

Have caused the same to be surveyed and platted as MCKENZIE ESTATES FIRST ADDITION and does hereby dedicate to the public for public use the public way and utility easement as created by this plat.

In witness whereof said Peter J. McKenzie and Bonnie L. McKenzie, husband and wife, have hereunto set their hand this ____ day of _____, 20__.

Peter J. McKenzie

Bonnie L. McKenzie

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20__, by Peter J. McKenzie and Bonnie L. McKenzie, husband and wife.

Notary Signature

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

Foot Lake

(General Development No. 181)
MADNR OPEN E1 • (118.77 (NAD83))
MADNR Highest Known E1 • (119.10 (NAD83))
Water E1 on 8-02-2024 • (118.0 (NAD83))

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That Eric Raasch and Robin Raasch, husband and wife, owners of the following described property:

Lot 2, Block 1, MCKENZIE ESTATES, as of public record, Kandiyohi County, Minnesota.

AND ALSO

That part of the record plat entitled FAIRVIEW CEMETERY, on file in the office of the Kandiyohi County Recorder and also that part of the Government Lot 2, all in Section 9, Township 119 North, Range 35 West of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota described as follows: Beginning at the southwest corner of said Lot 2, Block One, as shown on the second plat entitled MCKENZIE ESTATES, on file in the office of the Kandiyohi County Recorder, thence on an assumed bearing of South 43 degrees 46 minutes 00 seconds East, along the west line of said record plat entitled MCKENZIE ESTATE, a distance of 106.07 feet to the west line of said Section 9; thence on a bearing of North 58 degrees 01 minutes 50 seconds East, a distance of 328.05 feet thence on a bearing of North 44 degrees 34 minutes 54 seconds East, a distance of approximately 202 feet to the southwesterly shore of Foot Lake; thence northwesterly, along the southwesterly shore of Foot Lake, a distance of approximately 84 feet to the southerly line of said Lot 2; thence on a bearing of South 43 degrees 46 minutes 00 seconds West, along the south line of said Lot 2, a distance of approximately 410 feet to the point of beginning. Together with and subject to Kandiyohi County Highway No. 5 Right of Way.

Have caused the same to be surveyed and platted as MCKENZIE ESTATES FIRST ADDITION and does hereby dedicate to the public for public use the public way and utility easement as created by this plat.

In witness whereof said Eric Raasch and Robin Raasch, husband and wife, have hereunto set their hand this ____ day of _____, 20__.

Eric Raasch

Robin Raasch

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20__, by Eric Raasch and Robin Raasch, husband and wife.

Notary Signature

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

LAND SURVEYOR

I, SURVEYOR, 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 wellheads, 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__.

LAND SURVEYOR, License Land Surveyor
Minnesota License No. 40169

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20__, by SURVEYOR, Licensed Land Surveyor, Minnesota License No. XXXXX

Notary Signature

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

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



This drawing prepared by:

Bonnema Runke Stern Inc.

Professional Land Surveyors

4546 Hwy 71 NE, Suite 1
Willmar, MN 56201
Office (507) 231-2844
Fax (507) 231-2827



LEGEND

- Found Iron Monument from Former Survey
- Bonnema Runke Stern Inc. placed a 1/4" Iron Rod with a 40169-40171-14895 stamped Plastic Cap
- ⊙ Cast Iron Monument
- Approximate Right of Way Line

The Orientation of this bearing system is assumed. The west line of block one is assumed to bear S 01°14'00" E

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

City Engineer

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

Willmar City Engineer

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 Folio No. _____
and as Document No. _____

Kandiyohi County Recorder



City Council Action Request

Council Meeting Date:	November 18, 2024	Agenda Item Number:	6.H.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	Yes	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Consideration of Deferred Special Assessments for Senior Citizens, Disabled, Hardship, or Active Military		

RECOMMENDED ACTION:

Adopt a Resolution Deferring Special Assessments for Senior Citizens, Disabled, Hardship, or Active Military.

OVERVIEW:

Pursuant to Willmar Municipal Code, Chapter 5, Article V, Special Assessments and the City's Comprehensive Assessment Policy which offers the option to defer special assessments to senior citizens, disabled, hardship, or active military deferrals meeting certain income guidelines. The 2024 Street and Other Improvement project, received four qualifying applications.

BUDGETARY/FISCAL ISSUES:

\$48,978.86

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. Resolution Certifying Deferred Special Assessments- Project 2401

RESOLUTION NO.

A RESOLUTION CERTIFYING DEFERRED SPECIAL ASSESSMENTS

Motion By: _____ Second By: _____

WHEREAS, the City Council of the City of Willmar, Minnesota, did order the reconstruction of certain streets during the year 2024 (Project 2401); and

WHEREAS, Minnesota Statutes, Sections 435.193 to 435.195 allows local governments certifying special assessments against municipal properties to defer the payment of that assessment for any homestead property owned by a person 65 years of age or older, retired by virtue of a permanent and total disability; and active military

WHEREAS, certain property owner(s) have made application to the City for delayed payment of tax on special assessments and have met the criteria contained in Minnesota Statutes for said deferment.

NOW, THEREFORE, BE IT RESOLVED by the Willmar City Council that special assessments as hereinafter designated be certified to the County and deferred for the years of 2025 through 2040 with interest at the annual rate of five and eight sixty eight hundredths (5.868%) percent.

BE IT FURTHER RESOLVED that the option to defer payments will terminate and all deferred payments and interest become payable if a) the owner dies and the surviving spouse is not eligible; b) the property or a portion of the property is sold, transferred or subdivided; c) the property loses its homestead status; or d) the City determines that to require immediate or partial payment would not create a hardship.

Chad Knutson 808 Willmar Avenue SE Willmar	95-923-8305 Section 23, Township 119, Range 35 <i>ALL THAT PART OF NE1/4 OF NW1/4: BEG. AT NE COR OF NE1/4 OF NW1/4 TH. W 118 FT. THE S 225 FT. THE E 118 FT. THE N 225 FT. TO BEG.</i>	\$6,199.16
David & Kevin Lange 1460 Grace Avenue SW Willmar	95-080-0460 Section 15, Township 119, Range 35, Lot 16, Block 3 <i>BON-VAN ACRES</i>	\$15,034.70
John & Doreen Magnuson 712 13 th Street SW Willmar	95-006-7800 Section 15, Township 119, Range 35, Block 116 <i>FIRST ADDITION TO THE TOWN OF WILLMAR LOTS 3&4, N1/2 OF LOT 5</i>	\$16,230.00
Cathy Muldrow 1208 Grace Avenue SW Willmar	95-200-0260 Section 15, Township 119, Range 35, Lot 6, Block 2 <i>ERICKSON'S SUBD. OF BLOCK 4</i>	\$11,515.00

Dated this 18th day of November, 2024

Attest:

MAYOR

CITY CLERK



City Council Action Request

Council Meeting Date:	November 18, 2024	Agenda Item Number:	6.I.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Abby Ahrendt, Administrative Assistant
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Accepting Clear Zone Grant for Airport Improvement		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. CLEAR ZONE RESOLUTION
2. Airport Clear Zone Grant \$7K_Contract 1058424 \$

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING TO EXECUTE MINNESOTA DEPARTMENT OF
TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING
LAND ACQUISITION.**

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 city staff be authorized to accept the Airport Clear Zone Grant in the amount of \$7,000 and enter into a grant agreement and authorize the Mayor and City Administrator to execute the same.

Dated this 18th day of November, 2024

MAYOR

Attest:

CITY CLERK

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

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Willmar, 6600 Hwy 40 W, Willmar MN 56201 ("Grantee").

RECITALS

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

AGREEMENT TERMS

- 1 **Term of Agreement, Survival of Terms, and Incorporation of Exhibits**
 - 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
 - 1.2 **Expiration Date.** This agreement will expire on June 30th, 2029, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
 - 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
 - 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A3401-74, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
 - 1.5 **Exhibits.** Exhibit A: Credit Application, Exhibit B: Grant Request Letter and Exhibit C: Cost Split.
- 2 **Grantee's Duties**
 - 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
 - 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
 - 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
 - 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
 - 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

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

4 Cost and Payment

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Clear Zone Acquisition Plan (CZAP)	0%	70%	30%

Federal Committed:	<u>\$0.00</u>
State:	<u>\$7,000</u>
Grantee:	<u>\$3,000</u>

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

4.2 **Travel Expenses.** Blank.

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

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$7,000.

4.5 Payment

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

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

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

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

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

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

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

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

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

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

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

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Arika Johnson, Airport Development Section Supervisor, 395 John Ireland Boulevard, Mail Stop 410, Saint Paul MN 55155 (651) 356-1336, arika.johnson@state.mn.us, or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Leslie Valiant, City Administrator, address, 320-235-4913, lvaliant@willmarmn.gov or their successor. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment),

MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.

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

8 **Liability**

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

9 **State Audits**

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

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

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

10.2 **Intellectual Property Rights.**

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

10.2.2 **Obligations**

- 10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will

immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

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

11 Workers Compensation

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

12 Publicity and Endorsement

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

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination; Suspension

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

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

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

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

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

because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

- 14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15 **Data Disclosure**
Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.
- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.
- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Telecommunications Certification.** Blank.
- 20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

21 Additional Provisions

[Intentionally left blank.]

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

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By:

Date:

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION, as delegated

By:

Date:

MnDOT CONTRACT MANAGEMENT, for form and execution

By:

Date:

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: _____

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

Itemized statement of cash expenditures for which credit is claimed:

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

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

Municipality _____

By _____

Title _____

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

Page 44 of 137

STATE OF _____

COUNTY OF _____

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

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT B



333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

October 30, 2024

Ms. Arika Johnson, P.E.
Airport Development Supervisor
MnDOT Office of Aeronautics
395 John Ireland Boulevard
St. Paul, MN 55155

RE: Grant Application
Willmar Municipal Airport (BDH)
Runway 13/31 & 3/21 Clear Zone Acquisition Plan (CZAP)

Dear Ms. Johnson:

Please find enclosed the following document for the aforementioned project at the Willmar Municipal Airport located in Willmar, Minnesota:

- Runway 13/31 & 3/21 CZAP Proposal

The Clear Zone Acquisition Plan (CZAP) will detail existing and future ownership of the MnDOT clear zone.

Willmar requests a State grant agreement in the amount of **\$7,000** for the aforementioned project. If you need any further information or documentation, please feel welcome to contact me at lvaliant@willmarmn.gov or 320-214-5160.

Sincerely,

Leslie M. Valiant
City Administrator

cc: Kyle Box, City of Willmar
Eric Rudningen, City of Willmar
Silas Parmar, Bolton & Menk, Inc.

Enclosures:

EXHIBIT C

Airport: Willmar Municipal Airport Ident: BDH Sponsor: Willmar, MN State Project: A3401-74 State Agreement #: 1058424 Description: Clear Zone Acquisition Plan (CZAP) Version Date: 8/14/2023 (date modified)						
Construction	Description	Total	State Funding Rate	State	Local	
		\$ -	70%	\$ -	\$ -	-
		\$ -	70%	\$ -	\$ -	-
		\$ -	70%	\$ -	\$ -	-
	CONSTRUCTION SUBTOTAL	\$ -		\$ -	\$ -	-
Engineering	Description	Total		State	Local	
		\$ -	70%	\$ -	\$ -	-
	Clear Zone Acquisition Plan (CZAP) - Bolton & Menk, Inc.	\$ 10,000.00	70%	\$ 7,000.00	\$ 3,000.00	
		\$ -	70%	\$ -	\$ -	-
	ENGINEERING SUBTOTAL	\$ 10,000.00		\$ 7,000.00	\$ 3,000.00	
Administration	Description	Total		State	Local	
		\$ -	70%	\$ -	\$ -	-
		\$ -	70%	\$ -	\$ -	-
		\$ -	70%	\$ -	\$ -	-
	ADMINISTRATION SUBTOTAL	\$ -		\$ -	\$ -	-
Grant Amounts \$ 10,000.00 Grant Percentages 100.00% \$ 7,000.00 70.00% \$ 3,000.00 30.00%						

Vendor Payment Listing

October 31, 2024 thru November 13, 2024



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
104209	A & B Plumbing	1083	72958	350.00	Propress Tool and Batteries
103696	ACE ROLLOFFS & DISPOSAL	237/11-24	72959	52.70	Garbage Service
103696	ACE ROLLOFFS & DISPOSAL	233/11-24	72959	49.68	garbage
103696	ACE ROLLOFFS & DISPOSAL	231/11-24	72959	46.15	Section D Parks garbage service
103696	ACE ROLLOFFS & DISPOSAL	238/11-24	72959	129.48	City Hall garbage service
103696	ACE ROLLOFFS & DISPOSAL	239/11-24	72959	202.64	Public Works garbage service
103696	ACE ROLLOFFS & DISPOSAL	240/11-24	72959	24.35	Wastewater Treatment garbage service
103696	ACE ROLLOFFS & DISPOSAL	241/11-24	72959	209.71	Wastewater Facility garbage service
103696	ACE ROLLOFFS & DISPOSAL	200/01-02-03-09/24	72959	2,643.75	Section A Parks garbage service
104177	Air Shelters USA, LLC	13713	72960	24,418.96	Haz Mat Decontamination Unit
103557	AMAZON CAPITAL SERVICES	1WW7-CQL1-6966	72961	55.97	COOKING/PUZZLES
103557	AMAZON CAPITAL SERVICES	1VTX-RPYH-PVV6	72961	597.76	Door Hinges for Events/Rec Center
103557	AMAZON CAPITAL SERVICES	1TMD-3HRY-LHK6	72961	127.92	Volleyballs for Adult Leagues
103557	AMAZON CAPITAL SERVICES	1YP1-3MHJ-YNTK	72961	68.33	STAPLER
103557	AMAZON CAPITAL SERVICES	1WRX-T3LC-6DFH	72961	76.87	Ball Pump and Needles
103557	AMAZON CAPITAL SERVICES	1N73-6TQ4-6MD1	72961	34.88	Jack Adapters
103557	AMAZON CAPITAL SERVICES	1NMX-VLC7-4VM6	72961	47.98	PUZZLES
103557	AMAZON CAPITAL SERVICES	1GGW-H9KL-FVX1	72961	32.97	PUZZLESS
103557	AMAZON CAPITAL SERVICES	1FD4-XVN1-GLKP	72961	139.95	Weather Tech Floor Mats for Squad 40
103557	AMAZON CAPITAL SERVICES	1KVF-3VVQ-TGCN	72961	229.00	TPMS Sensors
103557	AMAZON CAPITAL SERVICES	1YLG-LTV9-DQ91	72961	45.94	Edging foam, tape dispensers
103557	AMAZON CAPITAL SERVICES	1L3J-GTXT-TNJL	72961	(45.59)	return of folders
103557	AMAZON CAPITAL SERVICES	17QF-CPHY-73R7	72961	(71.88)	return of folders
103557	AMAZON CAPITAL SERVICES	16RC-6JLH-6MFF	72961	(45.59)	return of folders
103557	AMAZON CAPITAL SERVICES	1FFL-4QPJ-6N9J	72961	(45.59)	return of folders
103557	AMAZON CAPITAL SERVICES	19PN-KMGX-4G1Y	72962	27.50	Office supplies
103557	AMAZON CAPITAL SERVICES	14XC-M7FT-6RJ3	72962	21.98	puzzles
103557	AMAZON CAPITAL SERVICES	13GN-WTJR-FPJ4	72962	32.97	PUZZLES
103557	AMAZON CAPITAL SERVICES	16HJ-XNRJ-D6HL	72962	14.43	binder clips
103557	AMAZON CAPITAL SERVICES	1PMV-TLC4-D7HY	72962	29.30	Patch cords, velcro straps, keystone box
103557	AMAZON CAPITAL SERVICES	1C6P-T6G6-4MHN	72962	(30.61)	RETURN OF FOLDERS
100057	AMERICAN WELDING & GAS INC	0010428784	72963	40.34	ABC 20# refill
102954	ANDERSON LAW OFFICES	2598	72964	20,504.44	professional services-October 2024
103946	ARVIG	STMT/10-24	72965	3,850.00	Leased fiber - October
103008	ASPEN MILLS	342226	72966	74.66	Pants for J. McGillivray
103008	ASPEN MILLS	342077	72966	1,030.15	Sgt Uniform for Jeff Liebl
103610	AUSTIN INCORPORATED	56661	72967	120.00	Septic Pumped - 1 Load
102418	B & H	228374564	72968	268.70	Point to point wifi for fuel system
104080	B&F Fastener Supply	80009966-00	72969	6.72	Nuts and Bolts
104080	B&F Fastener Supply	80009966-01	72969	4.49	Bolts
104080	B&F Fastener Supply	80010093-00	72969	39.72	Knife, Scissors
104080	B&F Fastener Supply	80010245-00	72969	47.72	Tapcons, Silicon
104080	B&F Fastener Supply	80010554-00	72969	(4.49)	return Bolts
100090	BARN THEATRE/THE	110624	72970	30.00	Festival of Trees 2024
102860	BATTERY WHOLESALE INC	249744WIL	72971	83.42	UPS battery
103377	BENSON LAUNDRY	412817	72972	51.61	Towel Service
103377	BENSON LAUNDRY	412803	72972	53.76	Towel Service
103377	BENSON LAUNDRY	413242	72972	81.35	Cleaning Supplies
100103	BERNICK'S PEPSI-COLA CO	163315	72973	170.10	coffee
100900	BEST WESTERN PLUS	10292024	72974	767.27	CVB Board Retreat
102850	BME LAB AND SCIENCE	INV1010	72975	1,350.00	Calibration of lab equipment
101010	BOLTON & MENK INC	0347868	72976	25,900.95	SS4A INVOICE #4
101980	BSE	929359130	72977	226.80	Lights for Arena
101980	BSE	929384196	72977	15.73	parts
101980	BSE	929373698	72977	96.06	parts
101980	BSE	929373147	72977	405.25	Lights For Arena
103181	BULLET PROOF MECHANICAL SERV	11047	72978	19,627.00	Town WW Plant boiler pipe repair
103181	BULLET PROOF MECHANICAL SERV	11052	72978	1,454.34	Boiler repair
103181	BULLET PROOF MECHANICAL SERV	11080	72978	3,354.83	Leaking pipe repair
102336	CANON FINANCIAL SERVICES INC	36186398	72979	140.23	291358-1

Vendor Payment Listing

October 31, 2024 thru November 13, 2024



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
102336	CANON FINANCIAL SERVICES INC	36186399	72979	134.15	291358-3
102336	CANON FINANCIAL SERVICES INC	36186820	72979	127.77	291358-2
102542	CARRANZA/NORMA I	215	72980	150.00	Interpreting Services for ICR 24013897
101259	CENTRAL COUNTIES COOPERATIVE	46515	72981	539.23	Weed Spray for fields
101259	CENTRAL COUNTIES COOPERATIVE	46908	72981	1,923.05	Fertilizer
101259	CENTRAL COUNTIES COOPERATIVE	47209	72981	353.05	broadleaf spray
101259	CENTRAL COUNTIES COOPERATIVE	46508	72981	2,244.36	Broadleaf Spray
104105	Central Hydraulics, Inc.-St. Cloud	00620570	72982	349.68	Repair Hydraulic Cylinder
103851	CENTRAL LAKES MENTAL HEALTH	101624	72983	140.00	Professional mental health visit
103908	CENTRAL MN SCREEN PRINTING	1249	72984	50.00	Embroidery for Chaplains Shirts
100150	CENTRAL TIRE AND AUTO INC	101624	72985	1,170.49	Tires for the 3/4 ton
100154	CHAMBERLAIN OIL CO	489397-01	72986	75.91	hand Whips
100736	CHARTER COMMUNICATIONS	224360801110124	72987	552.92	November Phone/Rice Park Internet
100935	CITY OF WILLMAR	111324	72988	7.00	Aquatic Center Building Permit WI033869
104070	Column Software PBC	B15E1683-0057	72989	1,232.64	COMPLEX DISPLAY - DESIGN FEE
104128	Community Connectors Services	4	72990	1,100.00	Samali Dancers & Henna Services
104205	Courtland Waste Handling Inc	01-39062	72991	793.68	Semi/Tanker repair
103260	CROW RIVER CONSTRUCTION LLC	11284	72992	662.12	sidewalk repair
100203	DESIGN ELECTRIC INC	24265	72993	1,688.52	2403-A Willmar Ave Loop Repair
100212	DOOLEY'S PETROLEUM INC	982062	72994	1,043.23	Plant fuel
100151	DUININCK CONCRETE	2409-687574	72995	88.86	Destination Playground
100151	DUININCK CONCRETE	2409-687598	72995	287.78	Destination Playground
100222	DUININCK INC	562587	72996	3,784.00	Asphalt
100222	DUININCK INC	563177	72996	806.00	Class 5
100222	DUININCK INC	563324	72996	423.00	Asphalt
100222	DUININCK INC	563355	72996	190.19	asphalt
100788	ELECTRIC PUMP INC	026448	72997	53,440.80	17th & Ella upgrade
103906	ELECTRICAL PRODUCTION SERVICES	240503-2	72998	2,606.39	DOAC/Rice Park camera wiring/install
103906	ELECTRICAL PRODUCTION SERVICES	240503-3	72998	1,032.20	Ethernet cabling for light show control panel
103906	ELECTRICAL PRODUCTION SERVICES	240503-4	72998	2,096.55	DOAC data cabinet move
101567	ETTERMAN ENTERPRISES	362292	72999	78.34	LED light
101567	ETTERMAN ENTERPRISES	362386	72999	45.39	Shop supplies
102443	EXCEL OVERHEAD DOOR	43602	73000	634.81	(3) overhead doors needing adjusting
102443	EXCEL OVERHEAD DOOR	43631	73000	270.00	Garage door remotes
103002	FARM-RITE EQUIPMENT	W14550	73001	399.54	T76 Noise from tracks
103002	FARM-RITE EQUIPMENT	P49839	73001	(98.44)	SST Return
103002	FARM-RITE EQUIPMENT	R13667	73001	330.40	Brush hog mower rental
103617	FARMER DAVE LLC	100624	73002	5,589.06	Hauling biosolids
103617	FARMER DAVE LLC	101324.1	73002	11,575.67	Hauling biosolids
103617	FARMER DAVE LLC	101324.2	73002	5,206.25	Hauling biosolids
100775	FIRST CHOICE FOOD & BEVERAGE	2107-035826	73003	1,862.52	Concessions
100775	FIRST CHOICE FOOD & BEVERAGE	2107-035828	73003	63.36	Concessions
100775	FIRST CHOICE FOOD & BEVERAGE	2107-035968	73003	1,479.72	Concessions
104077	Flagship Recreation	F23198	73004	18,223.87	Installation of Playground equipment Valleyside
101449	FLAHERTY & HOOD P.A.	22076	73005	8,608.66	Gen Municipal/Real Estate/Litigation Matters-Oct
102973	FLEETPRIDE	121021896	73006	49.48	Filter
102973	FLEETPRIDE	121093975	73006	9.53	Filter
102973	FLEETPRIDE	121210893	73006	20.19	Filter
100273	FLEXIBLE PIPE TOOL CO	30745	73007	3,160.00	Sewer hose
100288	GALLS LLC	029379627	73008	221.12	Extrication suit
100324	HAUG IMPLEMENT CO - JOHN DEERE	505698	73009	41.93	Wiper Blade
100324	HAUG IMPLEMENT CO - JOHN DEERE	506373	73009	41.93	Wiper Blade
100325	HAWKINS INC	6911988	73010	12,209.80	Ind. ferric
102036	HEGLUND CATERING	16117	73011	231.93	Retirement Party for Chief Felt - Food
100333	HILLYARD\HUTCHINSON	800711471	73012	(267.26)	Hillyard incorrectly billed the City
100333	HILLYARD\HUTCHINSON	605645470	73012	279.77	Cleaning Supplies
103936	HOFFMAN CONSTRUCTION CO. LLC	INV340	73013	4,856.90	Storm water catch basin repair
100058	HOME DEPOT CREDIT SERVICES	091024	73014	222.33	4 Shelf Black Industrial Shelving Unit
103023	INNOVATIVE OFFICE SOLUTIONS	IN4682788	73015	175.56	Office supplies
103023	INNOVATIVE OFFICE SOLUTIONS	IN4651003	73015	17.04	Office Supplies

Vendor Payment Listing

October 31, 2024 thru November 13, 2024



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103023	INNOVATIVE OFFICE SOLUTIONS	IN4643311	73015	222.54	Office Supplies
103023	INNOVATIVE OFFICE SOLUTIONS	IN4686286	73015	422.52	Name Badge Supplies
103861	JOE RILEY CONSTRUCTION	G24241	73016	6,463.29	Asphalt
103355	JOHANNECK WTR CONDITIONING INC	126841	73017	25.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	127146	73017	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	127325	73017	39.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	127647	73017	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	127650	73017	25.00	Bottled water
103355	JOHANNECK WTR CONDITIONING INC	ER1801-3-082	73017	46.00	Water cooler rental
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-171	73017	1.00	Rent
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-183	73017	2.00	Rent
103355	JOHANNECK WTR CONDITIONING INC	127962	73017	39.00	Water
103772	JOHNSON/JONAH	111224	73018	34.24	11-12-2024 mileage
100382	KANDIYOHI CO RECORDER'S OFFICE	704563	73019	46.00	recorded documents
102296	KANDIYOHI CO RECYCLING AND	962	73020	5.00	Recycling
103619	KANDIYOHI CO TREASURER	102324	73021	36.15	Overtime for City Council Meeting
103619	KANDIYOHI CO TREASURER	110824	73021	36.15	Overtime for City Council Meeting on 11/4/24
103138	KING'S ELECTRIC LLC	3165	73022	1,870.00	LED conversion
102187	LAKELAND MEDIA	IN-124105376	73023	1,700.00	Social Media Advertising
102187	LAKELAND MEDIA	IN-124095243	73023	1,700.00	Ten17 Media Advertising
101189	LEAGUE OF MN CITIES INS TRUST	40000465-24-11 Audit	73024	50,193.00	2023-24 Work Comp Audit
101189	LEAGUE OF MN CITIES INS TRUST	40000465-24-11	73024	117,848.00	Work Comp Premium 3rd Installment
103376	LLOYD SECURITY INC	177971	73025	929.28	Fire Alarm Monitoring
103226	LOCAL GOV'T INFORMATION SYS.	89038	73026	7,431.00	PIMS hosting - Q4
102593	LOFFLER COMPANIES	4849689	73027	84.23	CvC Office & PD Sergeants prints
102593	LOFFLER COMPANIES	4855931	73027	374.89	CH Finance & PD Mailroom prints
102593	LOFFLER COMPANIES	4850756	73027	34.45	Telephone Charges
102593	LOFFLER COMPANIES	4859266	73027	870.62	Standalone printer prints
104202	Lunar Media, LLC	110424	73028	800.00	Welcome Week photography & Videography
101838	MARCO TECHNOLOGIES LLC	541212437	73029	162.28	500-0611665-000
101838	MARCO TECHNOLOGIES LLC	541212627	73029	205.39	500-0623211-000
104208	Mariia Kharytonova	2	73030	300.00	Welcome Week
100449	MENARDS	85889	73031	279.99	Shelving for Storage
100449	MENARDS	85828	73031	43.97	General supplies
100449	MENARDS	81839	73031	40.93	Pliers & cable ties
100449	MENARDS	85932	73031	25.87	Brace and gloves
100449	MENARDS	86106	73031	186.48	Old plant vacuum
100449	MENARDS	85057	73031	86.97	Tanker lights
100449	MENARDS	85113	73031	67.13	Shop tools
100449	MENARDS	85810	73031	26.75	Tubing
100449	MENARDS	85817	73031	121.28	Tank sprayers, Batteries
100449	MENARDS	86157	73031	45.14	Batteries
100449	MENARDS	85863	73031	128.79	Tubing, Fittings for brine tank
100449	MENARDS	86053	73031	33.70	lettering, fence post mount
100449	MENARDS	86442	73031	14.99	clock
103729	MILLS PARTS CENTER	6281551	73032	116.39	Coolant Tank
103729	MILLS PARTS CENTER	6282778	73032	61.85	O2 Sensor
101805	MINI BIFF LLC	A-153674	73033	107.10	Brush Site Mini Biff
101805	MINI BIFF LLC	A-153753	73033	170.29	Mini Biff Robbins Island
100522	MN DEPT OF LABOR & INDUSTRY	ABR0338130X	73034	30.00	Boiler and pressure vessel annual
100522	MN DEPT OF LABOR & INDUSTRY	110624	73034	1,153.02	State surcharge report October 2024
102167	MN PETROLEUM SERVICE	0000147869	73035	1,023.00	Lift Inspection
100541	MUNICIPAL UTILITIES	INV00183	73036	168.31	WATER GARDENS
100541	MUNICIPAL UTILITIES	INV00182	73036	1,103.42	Gopher State locating 1/3 cost sharing
100541	MUNICIPAL UTILITIES	STMT/10-2024	73036	35,896.69	Municipal Utilites - October 2024
100544	MVTL LABORATORIES INC	1279314	73037	69.50	AST grit test
100544	MVTL LABORATORIES INC	1277789	73037	57.00	Lab test
100544	MVTL LABORATORIES INC	1280328	73037	57.00	Lab test
100249	NAPA CENTRAL MN	932273	73038	72.19	Inverter for Squad 23
103799	NCPERS GROUP LIFE INS.	841200112024	73039	96.00	11/14/24 payroll deductions

Vendor Payment Listing

October 31, 2024 thru November 13, 2024



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
102547	CARRANZA/NOE	214	73040	150.00	Interpreting Services for ICR 24013894
102547	CARRANZA/NOE	216	73040	150.00	Interpreting Services for Officer Smeby
103605	NORTH CENTRAL INTERNATIONAL	X201135708:01	73041	186.57	Park Brake Valve
103605	NORTH CENTRAL INTERNATIONAL	X201135888:01	73041	395.00	Alternator
103605	NORTH CENTRAL INTERNATIONAL	R201000151:01	73041	388.73	Check Engine Light
104203	Odaris Guerrero	110424	73042	400.00	Welcome Week Nacho Food Samples
104207	Office Of MNIT Services	DV24040440	73043	1,245.14	LOGIS Internet transport Feb-Apr; Transport set up
104207	Office Of MNIT Services	DV24050439	73043	257.72	LOGIS Internet transport May
104207	Office Of MNIT Services	DV24060444	73043	257.72	LOGIS Internet transport Jun
104207	Office Of MNIT Services	DV24070440	73043	257.72	LOGIS Internet transport Jul
104207	Office Of MNIT Services	DV24080444	73043	257.72	LOGIS Internet transport Aug
104207	Office Of MNIT Services	DV24090440	73043	257.72	LOGIS Internet transport Sep
102895	PAPER & THREADS LLC	103024	73044	34.00	clothing order for Josphe
102895	PAPER & THREADS LLC	103024-2	73044	96.00	Clothing order for Overshiner
102895	PAPER & THREADS LLC	103024-3	73044	115.00	Clothing for Strei
102895	PAPER & THREADS LLC	103024-4	73044	238.00	Clothing for Shuldes
102895	PAPER & THREADS LLC	103024-5	73044	160.00	Clothing for Hansen
102895	PAPER & THREADS LLC	103024-6	73044	302.00	Clothing for Larsen
102543	PAT'S GRAPHICS	15312	73045	95.10	Vehicle Decal - Planning & Development
100604	PERKINS LUMBER CO INC	2410-263214	73046	194.26	Post Sleeves and caps for sign a Swansson
100604	PERKINS LUMBER CO INC	2410-262088	73046	36.80	Wood for sign
100604	PERKINS LUMBER CO INC	2410-260080	73046	55.98	Wood Stakes
100604	PERKINS LUMBER CO INC	2410-263271	73046	35.94	Rebar for Concrete
100604	PERKINS LUMBER CO INC	2410-262355	73046	198.26	Rebar and Tie for Concrete
100604	PERKINS LUMBER CO INC	2410-263104	73046	107.02	Wood and Stakes for Concrete
100604	PERKINS LUMBER CO INC	2410-260447	73046	6.58	Wire Ties
100604	PERKINS LUMBER CO INC	2410-261018	73046	92.97	Wood Stakes
100604	PERKINS LUMBER CO INC	2410-261198	73046	273.43	Rebar, Wire Ties and Mortar Mix
100604	PERKINS LUMBER CO INC	2410-263826	73046	19.98	Lime/sand
101968	PEST PRO II	20502	73047	40.00	PESTS
100374	PREMIUM WATERS INC	330626555	73048	40.99	WATER
100374	PREMIUM WATERS INC	330627709	73048	10.99	water
100374	PREMIUM WATERS INC	330621779	73048	21.99	drinking water
100374	PREMIUM WATERS INC	330626784	73048	21.99	drinking water
100374	PREMIUM WATERS INC	330624857	73048	83.49	Drinking water WRAC
100624	PRINT MASTERS	93337	73049	1,099.00	cookbooks printed
103867	RS AMERICAS INC	9020086249	73050	1,517.78	SCADA ups.
100665	RULE TIRE SHOP	1-73234	73051	2,379.00	11r22.5 Goodyear Fuel Max
100665	RULE TIRE SHOP	1-73179	73051	793.00	11r22.5 Goodyear Fuel Max
101418	RUNNING'S SUPPLY INC	6269560	73052	49.76	Bug spray
101418	RUNNING'S SUPPLY INC	6270626	73052	97.24	Shop Supplies
101418	RUNNING'S SUPPLY INC	6278286	73052	70.00	7 pairs of gloves
101418	RUNNING'S SUPPLY INC	6270722	73052	79.96	Weed sprayer parts
101418	RUNNING'S SUPPLY INC	6273350	73052	21.99	Weed sprayer parts
101418	RUNNING'S SUPPLY INC	6273055	73052	7.99	weed sprayer parts
101418	RUNNING'S SUPPLY INC	6273403	73052	16.37	weed sprayer parts
101418	RUNNING'S SUPPLY INC	6273445	73052	6.18	weed sprayer parts
101418	RUNNING'S SUPPLY INC	6285737	73052	14.98	Battery's and glue
101418	RUNNING'S SUPPLY INC	6286243	73052	87.50	Halloween candy
101418	RUNNING'S SUPPLY INC	6289575	73052	11.19	Caution tape
103640	SAFETY FIRST PLAYGROUND MTCE	9635	73053	3,018.40	Wood Chips- Valleyside
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/10-24	73054	18,465.09	DIESEL AND UNLEADED FUEL
100690	SHERWIN WILLIAMS CO	0504-4	73055	28.94	Paint for Garage door at Softball Fields
100275	SHI CORP	B18921991	73056	1,884.00	(12) Additional Cisco Duo license
103699	SILVA/AMBER	STMT/10-24	73057	958.34	Wellness Program October 2024
102264	SPICER COMMERCIAL CLUB	110524	73058	1,500.00	4th of July Sponsorship-CVB
103049	SRF CONSULTING GROUP INC	17632.00 - 4	73059	4,442.07	Comp Plan 2024
103256	STEINBEISSER AUTO REPAIR LLC	19898	73060	215.07	TPMS Sensors
100188	STERLING WATER-MINNESOTA LLC	315X04028501	73061	19.45	Softener equipment rental
100188	STERLING WATER-MINNESOTA LLC	315X04038609	73061	68.65	Softener salt and sanitation of system

Vendor Payment Listing

October 31, 2024 thru November 13, 2024



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100188	STERLING WATER-MINNESOTA LLC	315x04038708	73061	68.65	softener salt
100728	SURPLUS WAREHOUSE INC	95064	73062	19.99	Switch
100728	SURPLUS WAREHOUSE INC	94994	73062	22.98	Switch
103801	TECH CHECK,LLC	61526	73063	485.48	Replacement camera for Brush Site gate
103757	TOM'S BACKHOE SERVICE, INC.	Appl #5	73064	182,944.55	ELLS 7, 8 & 9 Pay Application No. 5
102583	TORKELSON'S LOCK SERVICE	24-0440	73065	200.00	Lock Repair
100264	US BANK	7513730	73066	500.00	2021B Paying Agent/Transfer Agent
100264	US BANK	7513731	73066	500.00	2021C Paying Agent/Transfer Agent
101258	USA BLUE BOOK	INV00526159	73067	39.13	HOA switch
101258	USA BLUE BOOK	INV00520412	73067	94.63	EL 9 float hanger
102915	VERIZON WIRELESS	9978292082	73068	2,339.16	Verizon Oct/Nov
104083	Vestis	2560305070	73069	13.55	Maintenance man uniform
104083	Vestis	2560307433	73069	13.55	Maintenance uniform
104083	Vestis	2560307426	73069	65.98	Mechanic uniform rental
104083	Vestis	2560309734	73069	76.02	Mechanics uniform rental
104083	Vestis	2560309743	73069	13.55	Maintenance man uniform
104083	Vestis	MSP2-12765	73069	279.72	1st Aid Kit supplies for PW Garage
104083	Vestis	2560312141	73069	13.55	Maintenance uniform
104083	Vestis	2560314409	73069	13.55	Maintenance uniform
104083	Vestis	2560314400	73069	76.02	Mechanics uniform rental
104083	Vestis	2560312134	73069	65.98	Uniform Rental
103864	WALTER CURTIS COMPANY, LLC	34929	73070	66.00	Pocket Badge, Stand, Lanyard, Case
103469	WARRENS GENERATORS LLC	1492	73071	75.00	Generator oil and Filter
100803	WEST CENTRAL PRINTING	24811	73072	28.21	Business Cards for Chaplains
100805	WEST CENTRAL SANITATION	13271856	73073	69.78	City Hall recycling service
100812	WILLMAR CHAMBER OF COMMERCE	111124	73074	13,454.11	Chamber Monthly Statement
100393	WILLMAR NOON KIWANIS	110424	73075	84.50	July, August, September
103402	ZWAGERMAN/JACEN	111324	73076	186.99	Safety Boot Reimbursement
Total				742,337.20	

Vendor Payment Listing

October 31, 2024 thru November 13, 2024



VENDOR		NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100467	CENTERPOINT ENERGY		STMT/10-24	EFTCK560	1,673.82	NATURAL GAS-OCT 2024
				Total	1,673.82	



City Council Action Request

Council Meeting Date:	November 18, 2024	Agenda Item Number:	6.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Directors Reports		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Community Growth Directors Report
2. HR Admin Update
3. Parks & Recreation Directors Report
4. Planning and Development Director Report
5. Police Department Monthly Stats
6. Public Works Director Report



333 6th Street Southwest | Willmar MN 56201 | 320.214-5169

Pablo's Report

November comes and often we don't recognize that this is National Native American Awareness Month, while Thanksgiving dinner can be linked back to the holiday's true history as a harvest feast, many of the stories told about the first Thanksgiving do not measure up against the indigenous perspective. Instead, they promote hurtful stereotypes.

There is a movement to enjoy what is positive about the holiday while turning away from one-dimensional misrepresentations of Native Americans. This newer approach is informed by indigenous world views—such as balance instead of excess.

It keeps the focus on Thanksgiving dinner and being together with family while exploring the authentic history of those times and the tremendous contributions Native Americans have made in developing the foods we eat today. I am thankful for your leadership, and for my colleagues for their partnership, as we all help our community grow!

Growing with Gratitude Lunch

I am excited to invite you to the [Growing with Gratitude Lunch](#) at the Willmar City Auditorium on Friday, December 6th from 11:30 AM to 1:00 PM

This special event is a chance to connect with fellow community members, share stories of impact, and express gratitude for the work we've done together. We'll enjoy a delicious meal, engaging conversation, and a heartwarming celebration of our collective achievements.

Why you should attend:

- **Networking:** Connect with like-minded individuals and organizations.
- **Inspiration:** Hear inspiring stories from community leaders and partners.
- **Gratitude:** Express appreciation for the positive impact we've made together.
- **Community:** Strengthen relationships and foster a sense of belonging.

I hope you'll join us for this meaningful event. Please RSVP by 11/25/24 here: [Growing with Gratitude](#) (Please follow the instructions in the Google form)

2025 Willmar Martin Luther King Jr. Day Dinner

Come join us on January 20, 2025, at 5:30 PM at **Ridgewater College** on 15th Avenue Northwest in Willmar, MN, USA to celebrate the **Martin Luther King Jr. Day** in 2025! This **in-person event** will feature Dr. Debrah Leigh as our key note speaker, engaging conversations, opportunities to reflect on Dr. King's legacy, and a free meal. Let's honor his vision of equality and justice together. See you there! You must let us know you are coming, [Register here](#)

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Pablo



**Human Resource Department
and
Administration Department Update
November 18, 2024**

HR Director Sistema is out of the office for the next couple of weeks, but the Department has been working with staff during the open enrollment process. Open enrollment closed Friday, November 15th.

Administrator Valiant approved part-time staff Amy Wilson to work remotely starting November 18th. Amy will be in the office occasionally and due to new technology, Amy has the capability of answering city office incoming phone calls to continue to support front office staff during normal business hours.

Administration and HR continue working on the police chief hiring process. Developing a brochure, job posting and employee/citizen/business survey. Expect the brochure to be completed the week of November 18th. Narratives for the brochure and job posting and survey are being reviewed by the Police Commission and staff. We will be able to finalize timeline once everything is reviewed and finalized.

Operations Director Box conducted two public broadband forums over the past two weeks. Total attendees were about 35. The second presentation was filmed and will be available on the city website. There have been several requests for evening broadband presentations. Kyle will be setting dates for evening sessions in December and has several public engagements with various service club providers and the Chamber of Commerce.

Finance and Administration continue to work on finalizing the entire 2025 budget. Monday night staff is asking Council to approve where the \$450,000 CIP cash funding from the 2025 budget will be spent. Staff is recommending the purchase of the Public Works Sno-Go, that has been on the equipment replacement listing since 2017, two patrol cars, the replacement of doors located on the east side of the Civic Arena and fund the city's share of the grant funding for airport runway 13/31 edge lighting project approved October 7, 2024. If the City receives any unallocated revenues staff will be asking the Council to amend the 2025 CIP funding but at this time the projects presented by staff are items that improve structures and support employee's ability to provide better service to our community.

Two weeks ago, Public Works and the city engineer provided projects for 2025 and 2026. After further review, staff would like to see street bonding kept at about \$5 – 6 million dollars. This enables the city to have the improvements presented to Council planned over the next 4 years (see attachment). The spending at this level is still an increase to street improvements but also fits within the bonding needs over the next four years. This is plan and Council can adjust as the council sees fit.

Respectfully submitted
Leslie Valiant
City Administrator

2025 Projects						
Project#	Project Type	Estimated Project Cost	Other Sources of Funding *	Wastewater Funding Source **	Bonding Needs	
2501-A	20th Street SE Improvement	563,400	76,100	90,900	396,400	
2503-B	Mill/Reclaim & Overlay Improvement <i>Eagles Landing/Fairway Park Areas/Valley Brook/Gaicial Valley Areas/Ortenblad Areas</i>	2,316,700			2,316,700	
2503-C	Reclaim & Overlay Improvement - Technology Drive	569,800	569,800		-	
2503-D	Mill & Overlay/ADA Improvement - Business Highway 71	2,933,100	1,500,000		1,433,100	
2503-E	Mill & Overlay Improvement (County)- <i>7th Street NW (Cty Rd 41) / 15th Ave NW (Cty Rd 42)</i>	368,200			368,200	
2504-B	Path Improvement Project - Lakeland Drive	732,800			732,800	
2508	2025 Seal Coat Improvement	334,100	334,100		-	
Total		7,818,100	2,480,000	90,900	5,247,200	

2026 Projects						
Project#	Project Type	Estimated Project Cost	Other Sources of Funding *	Wastewater Funding Source **	Bonding Needs	
2501-B	4th Street SW Improvement	5,823,400	844,400	1,167,500	3,811,500	
2601-B	16th Street SW Improvement	2,833,700	1,109,500		1,724,200	
2608	2026 Seal Coat Improvement	235,000	235,000		-	
Total		8,892,100	2,188,900	1,167,500	5,535,700	

2027 Projects						
Project#	Project Type	Estimated Project Cost	Other Sources of Funding *	Wastewater Funding Source **	Bonding Needs	
2601-A	College View Area Improvement	7,001,500	1,460,400	1,318,800	4,222,300	
2603-A	Mill/Reclaim & Overlay Improvement <i>Industrial Drive SW / Trott Ave SE</i>	1,104,000			1,104,000	
2708	2027 Seal Coat Improvement -TBD	400,000	400,000		-	
Total		8,105,500	1,460,400	1,318,800	5,326,300	

2028 Projects						
Project#	Project Type	Estimated Project Cost	Other Sources of Funding *	Wastewater Funding Source **	Bonding Needs	
2503-A	Mill/Reclaim & Overlay & Path Improvement <i>Transportation Road/Arena Drive/Boulder Point/Welshire Areas</i>	3,236,800			3,236,800	
2603-B	Mill/Reclaim & Overlay Improvement <i>W Portland Acres/Prairie View N/Pleasant View/Dana Heights Areas</i>	3,139,000			3,139,000	
2808	2028 Seal Coat Improvement -TBD	400,000	400,000		-	
Total		6,775,800	400,000	-	6,375,800	

* Other Sources of Funding include - WMUC and LOST Stormwater

** Wastewater Funding Source could be cash or bonding dependant on WW cashflow



November 2024

Youth and Adult Programming:

- The Youth Rec Hockey League is in its second week of the first session. We have 77 skaters and have created three different divisions.
- Learn to Skate began on Saturday, November 2nd. We have 32 skaters signed up.
- The Free wrestling clinic concluded on October 31st with a total of 46 participants
- Early Bird Wrestling season began on November 4th with 46 kids signed up.
- Little Cardinal Basketball camp is in its 2nd week with 87 kids signed up.
- Staff are planning and getting sign-ups for the Lakes area paddle battle on December 14th.
- Staff are meeting with the new varsity coach and WSA to plan Youth Softball for next season.
- All the youth football gear is sanitized, inventoried, and stored for the Winter. The staff has sent coaches feedback surveys and will meet with the varsity coach next week to review the season.
- The first month of Adult Hockey season has been completed with no incidents. We have several new referees this year; 110 participants
- Coed and Women's Volleyball Winter seasons start this week.
 - Co Ed: 16 teams (same as last year)
 - Women: 9 teams (7 last year)

Community Center:

- Fall programs are up and running, with karaoke nights, pool leagues, and chess clubs.
- Senior Club Bazaar was a great success.
- In October, we held three craft classes
- We did cancel our cooking class due to low registration.
- Mindful meditation is having a good response from the public.
- We held 2 Little Art Sessions this month- one at Ridgewater and one on-site.
- We have our seventh box placed at GlenOak's in New London! (We are the only city nationwide with this many galleries!)
- Over the MEA break, we partnered with Homeward Health to have a fun afternoon of bingo!
- Cupcake decorating class is always a popular and tasty program.
- Halloween events were all a great success: Dogs Day Out, Drive Thru & Treat, and Little Steps Party!
- Our annual Drive Thru & Treat event was also very steady and well attended. Nine other organizations joined us this year. Thank you to all those who donated candy!

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



- We will be wrapping up our first session of the Barn Quilt-making class in mid-November. We saw many fantastic projects completed and can't wait for our early spring session!
- Our Puzzle Contest events are scheduled for March. We have seen great responses and fun from teams of all ages participating.
- The cookbook is nearly ready to be distributed! We have about 175 books preordered. Thank you to the sponsors for helping fund the professional printing of the books!
- Hope you can come out and see what is going on!

Facilities:

- Wedding Expo- Nov 22-23rd- Events/Rec Center
- Sunrise Events Craft Show -Dec 6th Events/Rec Center
- Willmar Hockey Association Bantam Tournament Nov 22-24
- Open Skate has averaged around 100 skaters every Sunday Night.
- Warhawks and HS Boys and Girls games are in full swing.
- Billing, invoicing, concessions ordering, and staff scheduling
- Mini Biff Pick Up at Park's and Brush Site

Facility Name	Facility Type	Used Days	Reservations
4 Season Shelter at Robbins Island	Shelter	22	22
Guri Shelter	Shelter	11	11

Facility Name	Facility Type	Used Days	Used Hours	Reservations
Civic Center Blue Line Arena	Ice Rink	39	170.25	100
Civic Center Cardinal Arena	Ice Rink	41	261.92	133

Other items:

- Continue to have meetings about the Master Bike, Pedestrian, and Trail plans.
- Conducted meetings for the Outdoor Covered Ice Rink. The plans and specs will come to the Council in December. We had a hold-up with the electrical plans.

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



- Continue to work with the Baseball Association on the dugout project and a new baseball field concept.
- Working with a couple of construction vendors regarding fishing platforms
- Reviewing the drawings for the restroom and shelter project for the DNR Trailhead Grant
- Reviewing our fee schedule with staff
- Had a meeting with Community Education about the potential to host Cardinal Place at the Civic Center for summer 2025.
- I met with the Greater MN Parks and Trails Commission regarding the amphitheater request. The commission is interested in the project but would like to see it done in phases. I also met with the Rotary team to review the project and see how to revise the project into phases. We will send a revised plan to the commission for consideration.



333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

November 2024 – Director’s Report

WITH WILLMAR, Comprehensive Plan

The Department of Planning and Development is scheduled to release the #WITH_Willmar Comprehensive Plan vision statement, key goals and guiding principles on November 20, 2024, via City of Willmar’s Facebook and Website. For more information or to sign-up for updates please email: planning@willmarmn.gov.

A vision statement, goals, and guiding principles are essential components of a comprehensive plan:

- **Vision Statement:** Describes a community's values, aspirations, and sense of identity.
- **Key Goals:** Provide the framework for the objectives of the comprehensive plan.
- **Guiding Principles:** Set priorities and fundamental goals that direct the community's growth and development.

The Future Land-use Map is live, and members of the public can submit comments until December 6, 2024. Please visit the city website to access the map or click [here](#).

Boards + Commission

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

- Board of Zoning Appeals (BZA) (6 *vacancies*)
- Planning Commission (3 *vacancies*)
 - Commissioners Stacy Holwerda and Steve Dresler seek reappointment for a 2nd term.
 - Chairman Jonathan Marchand will resign at the end of 2024.
 - Commissioner Steve Dresler has been nominated to serve as Chairman starting in 2025.
 - Commissioner Christopher Buzzeo seeks the appointment of Vice Chair starting in 2025.
 - Commissioner Stacy Holwerda seeks the role of Secretary starting in 2025.

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

Permitting

October 2024

- 65 permits were issued.
- Total Valuation: \$2,642,046
- Total Permit Fee: \$20,757.20

Willmar Police Department

Monthly Calls for Service Statistics

Title	October 2023	October 2024
911 Hang Up	16	9
Abandoned Vehicles	47	104
Agency Assist	35	46
Alarm	33	31
Alcohol Offense	5	6
Animal	47	51
Assault	11	10
Burglary	4	4
Child Custody Dispute	7	6
Crash	52	70
Criminal Damage To Property	23	21
Disorderly	25	27
Domestic	39	34
Drugs	20	14
Family Service	81	75
Fight	3	8
Fraud	11	16
Gun Permits	9	16
Harassment	31	41
Information	7	12
Lost And Found	44	53
Mental Issues	22	70
Missing Person	22	27
Motorists Assist	9	8
Neighborhood Disturbance	17	20
Public Assist	138	183
School Related Incidents	55	7
Sex Crimes	9	6
Sudden Death/Bodies Found	3	2
Suicidal Person	8	8
Suspicious	57	100
Theft	36	39
Traffic Complaint	39	39
Traffic Stop	272	186
Trespass	11	20
Warrant Service	13	15

Current Month CFS:

1481

YTD Calls for Service:

14,096

2023 Month CFS:

1325

(Some minimal CFS
categories not shown)



Wastewater Updates from Superintendent Jason Lindahl

- Daily duties for plant operations.
- Daily sampling and testing for BOD's, TSS, Ammonia, Phosphorus, and pH as required by our NPDES permit.
- The second industrial oxidation ditch is back in service for winter operation.
- JOTS #2 wet well pumped out and cleaned.
- EL 7,8, and 9 lift station construction is in full swing.
- EL 8 is online and in service.
- Fall Biosolids hauling season has wrapped up.
- Submitted the monthly EDMR to the MPCA.
- JOTS billing and Hauled-in waste billings.
- Monthly generator runs at multiple lift stations and the plant.
- Sara attended the Midwest Biosolids Association monthly meeting about EPA updates to their PFAS in biosolids strategy.
- Met with MPCA and other municipalities to discuss including PFAS in NPDES permits for WWTF.
- Provided a tour of the WWTF to Ridgewater College environmental science students.
- Attended the University of Minnesota Water Resources Conference.
- Attended CSWEA seminar to learn about PFAS treatment of landfill leachate.



Public Works Updates from Superintendent Kyle Radunz

Streets

- Patched roads for water main, catch basin, manhole repairs. Patched various other roads based on the conditions. (Patched 7 days in October)
- Sweeping leaves – Began mid-October and we will continue sweeping leaves with two sweepers until freeze up
- Finished hauling street sweepings to landfill and picking up sand for the winter on the return trip

Parks

- Baseball fields- continued maintenance of the field and prep for softball games. After the softball season ended all pads, bases, batting cages, mounds, screens, etc. were removed from all fields
- Mowed and trimmed all 39 parks
- Winterize parks- Removed paper products and winterized all bathrooms, shelters and water features as needed
- Valley Side Park-New Park equipment was installed, proceeding with drainage, pea rock, and wood fiber
- North Swanson- Constructed 6 concrete pads for dugouts at 3 fields, backfilled with dirt and prepped for grass seed, Installed new sign by park in North Swansson

Sewers

- Stormwater catch basins- Street sweeping to prevent these from becoming plugged
- Sanitary sewers – Began flushing sanitary sewers as routine maintenance, this will continue into November

Boulevards

- Tree removal is performed on an as needed basis this time of year. This includes trees damaged from storms, dead trees, and trees causing roadway or pedestrian concerns.
- Removed tree branches that have fallen from boulevard trees
- Removed broken branches, aka “hangers,” when located
- Continued to water newly planted trees as time allowed

Events

- AG Church Food Distribution Event- provided cones (450)

Miscellaneous

- Monthly Inspections – fire extinguishers, harnesses, ladders, eyewash stations, hoists, cranes, AEDs, underground storage tanks, etc.
- Mowing - airport, city owned boulevards, along roadways and other city owned properties
- Finished spraying broad leaf weeds in all parks and at other city facilities
- Brushsite- Maintain compost and tree/brush pile. Burn tree/brush pile as needed
- Public Works Mechanics- Continue to repair and maintain equipment/vehicles for: Public Works, Police, Fire, Wastewater, Planning and Development, Parks and Rec, and Civic Center
- 10 Public Works operators attended a Smart Salting class put on by the MPCA. This is focused around salt application on the roads
- Removed all buoys from Foot and Willmar Lake. They have been cleaned and stored for the winter
- Mixed sand and salt. Stacked in shed for winter use



Street Projects

On the 13th St/Grace Ave/Rice Ave project, underground utility work has been completed and the base layer of asphalt has been laid over the entire project area. Any remaining concrete curbing, driveway, and sidewalk will also be completed in early November. Signage installation and turf stabilization will be ongoing.

The work on 10th St NW has been substantially completed for the season. Punch list items will be ongoing and work will be completed in 2025.

The 19th Ave path construction has been completed. Any remaining erosion control will be removed in early November. Any necessary or additional seeding will take place in 2025.

Construction for the Thompson Park Parking Lot and Path Improvement Project is complete for the 2024 construction season. Additional seeding and turf restoration measures will be completed in the spring.

Construction updates and project contacts can be found at willmarconstruction.com.

City Hall/Auditorium

General maintenance and cleaning duties are being performed daily. Electrical and HVAC work has recently been done at City Hall. The staff has also assisted Jon Lindstrand with his Veteran's display in the auditorium.

As always, thank you for the opportunity to be part of the amazing team we have here at the City of Willmar.

Respectfully

A handwritten signature in black ink, reading 'Justin DeLeeuw'. The signature is fluid and cursive, with the first name 'Justin' and last name 'DeLeeuw' clearly distinguishable.

Justin DeLeeuw – Public Works Director



City Council Action Request

Council Meeting Date:	November 18, 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 10/31/2024		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 10.31.24 General
2. 10.31.24 WTP



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

	<u>2023 Actual</u>	<u>2024 Annual Budget</u>	<u>2024 Year-To-Date</u>	<u>% of 2024 Budget</u>
<u>Revenues</u>				
General Property Taxes	\$ 8,100,691.32	\$ 9,159,636.00	\$ 4,983,987.61	54.41%
Licenses and Permits	535,354.08	505,000.00	692,561.39	137.14%
Intergovernmental	6,239,698.62	7,100,275.00	4,081,716.51	57.49%
Service Charges	976,952.15	891,628.00	934,221.35	104.78%
Fines and Forfeits	98,850.21	75,000.00	90,850.51	121.13%
Special Assessments	1,658.51	-	1,220.66	
Miscellaneous Revenue	1,381,204.35	386,000.00	393,827.46	102.03%
Other Financing Sources	2,565,274.24	3,301,808.00	2,515,866.23	76.20%
Total Revenues	\$ 19,899,683.48	* \$ 21,419,347.00	\$ 13,694,251.72	63.93%
<u>Expenditures</u>				
City Administrator	\$ 1,772,868.77	\$ 1,110,951.00	\$ 744,433.39	67.01%
Mayor and Council	336,547.40	378,150.00	394,729.03	* 104.38%
City Hall	2,342,944.32	810,217.00	716,813.50	88.47%
City Clerk	265,906.68	231,930.00	205,227.81	88.49%
Elections	7,545.22	125,859.00	88,103.59	70.00%
Finance Department	622,896.47	527,067.00	419,763.77	79.64%
Planning/Development Services	855,447.33	938,524.00	953,314.72	* 101.58%
Legal	459,230.07	350,000.00	210,690.83	60.20%
Information Technology	745,276.33	803,378.00	686,924.40	85.50%
Human Resources	182,831.80	215,206.00	175,729.75	81.66%
Cultural Diversity	3,856.55	173,578.00	146,001.25	84.11%
Sub-Total General Gov't.	7,595,350.94	5,664,860.00	4,741,732.04	83.70%
Police Department	6,203,045.29	6,481,869.00	5,559,605.78	85.77%
Fire Protection	1,008,434.39	1,192,512.00	841,218.95	70.54%
Sub-Total Public Safety	7,211,479.68	7,674,381.00	6,400,824.73	83.41%
Public Works	4,396,579.04	4,096,722.00	3,335,209.93	81.41%
Engineering	452,309.63	297,500.00	257,033.80	86.40%
Transit System	20,000.00	20,500.00	20,500.00	100.00%
Storm Water	98,317.02	83,500.00	112,439.15	* 134.66%
Sub-Total Streets/Highways	4,967,205.69	4,498,222.00	3,725,182.88	82.81%
WRAC	130,236.17	142,470.00	109,370.23	76.77%
Library	557,205.46	589,018.00	236,509.00	40.15%
Auditorium	57,899.84	111,768.00	28,675.50	25.66%
Parks & Recreation	1,095,630.82	1,093,248.00	889,882.47	81.40%
Civic Center	936,396.97	1,041,360.00	802,264.47	77.04%
Recreation/Event Center	23,062.63	10,000.00	9,467.48	94.67%
Community Center	268,740.16	292,433.00	281,311.96	96.20%
Aquatic Center	214,436.85	301,587.00	213,841.73	70.91%
Sub-Total Culture/Recreation	3,283,608.90	3,581,884.00	2,571,322.84	71.79%
Total Expenditures	\$ 23,057,645.21	\$ 21,419,347.00	\$ 17,439,062.49	81.42%

* Indicates Over Budget



City of Willmar
 Waste Treatment Plant
 Budgetary Comparison Report
 For the Period Ended October 31, 2024

	<u>2023 Actual</u>	<u>2024 Annual Budget</u>	<u>2024 Actual Year-To-Date</u>	<u>% of 2024 Budget</u>
<u>Revenues</u>				
Intergovernmental	\$ 84,652.16	\$ 75,000.00	\$ 27,121.58	36.16%
Service Charges	9,804,384.56	10,075,000.00	7,093,581.12	70.41%
Miscellaneous Revenue	915,250.94	150,000.00	608,964.40	405.98%
Total Revenues	\$ 10,804,287.66	\$ 10,300,000.00	\$ 7,729,667.10	75.05%
<u>Expenditures</u>				
Waste Treatment - Treatment	7,938,213.41	12,887,325.00	7,297,064.27	56.62%
Waste Treatment - Collections	3,397,959.60	1,872,777.00	186,469.61	9.96%
Waste Treatment - Biosolids	232,144.70	296,900.00	282,932.69	95.30%
Waste Treatment - Eagle Lake	57,625.55	30,650.00	21,859.42	71.32%
Total Expenditures	\$ 11,625,943.26	\$ 15,087,652.00	\$ 7,788,325.99	51.62%

* Indicates Over Budget



City Council Action Request

Council Meeting Date:	November 18, 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 September 2024		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 9.30.24 MUC

Income Statement

Group Summary

For Fiscal: 2024 Period Ending: 09/30/2024

SubCategory;DepartmentGroups	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - Electric					
Revenue					
401 - Residential	6,400,588.50	6,400,588.50	772,740.50	6,450,502.80	-49,914.30
402 - Commercial/Industrial	15,085,823.85	15,085,823.85	1,868,868.59	15,348,672.32	-262,848.47
404 - City Franchise Fee	2,218,714.65	2,218,714.65	244,946.73	2,137,510.45	81,204.20
405 - Transmission	2,162,228.94	2,162,228.94	244,855.04	1,714,652.16	447,576.78
419 - Interest	337,500.00	337,500.00	114,346.05	972,131.45	-634,631.45
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	178,215.29	731,270.92	-731,270.92
499 - Miscellaneous Revenues	734,992.56	734,992.56	52,531.72	1,429,184.46	-694,191.90
Revenue Total:	26,939,848.50	26,939,848.50	3,476,503.92	28,783,924.56	-1,844,076.06
Expense					
500 - Production	212,989.77	212,989.77	2,572.01	183,060.78	29,928.99
555 - Purchased Power	13,194,821.16	13,194,821.16	1,447,426.94	12,874,395.61	320,425.55
560 - Transmission	3,298,133.34	3,298,133.34	404,913.35	3,126,581.95	171,551.39
580 - Distribution	1,610,824.59	1,610,824.59	205,201.38	1,450,980.37	159,844.22
900 - Customer Service	145,751.31	149,501.34	33,885.63	218,751.51	-69,250.17
906 - Energy Services/Marketing	119,700.72	119,700.72	8,121.00	44,401.62	75,299.10
920 - General & Administrative	2,046,741.84	2,046,741.84	194,647.87	1,807,903.15	238,838.69
997 - Cash Payment to City	1,601,990.37	1,601,990.37	179,383.33	1,614,449.97	-12,459.60
998 - Depreciation	1,587,048.03	1,587,048.03	173,571.66	1,561,084.88	25,963.15
999 - Miscellaneous	3,748.50	0.00	0.00	203,452.51	-203,452.51
Expense Total:	23,821,749.63	23,821,751.16	2,649,723.17	23,085,062.35	736,688.81
Fund: 100 - Electric Surplus (Deficit):	3,118,098.87	3,118,097.34	826,780.75	5,698,862.21	-2,580,764.87
Fund: 200 - Water					
Revenue					
401 - Residential	2,038,377.24	2,038,377.24	265,690.80	2,084,205.03	-45,827.79
402 - Commercial/Industrial	2,181,447.00	2,181,447.00	306,677.80	2,396,574.85	-215,127.85
419 - Interest	37,485.00	37,485.00	3,331.72	98,040.08	-60,555.08
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	1,800.15	63,250.78	-63,250.78
499 - Miscellaneous Revenues	58,176.72	58,176.72	4,450.54	38,916.79	19,259.93
Revenue Total:	4,315,485.96	4,315,485.96	581,951.01	4,680,987.53	-365,501.57
Expense					
500 - Production	285,391.89	285,391.89	17,674.02	172,341.74	113,050.15
580 - Distribution	933,473.16	933,473.16	115,015.29	833,656.66	99,816.50
900 - Customer Service	86,349.60	86,349.60	18,623.96	113,351.54	-27,001.94
906 - Energy Services/Marketing	0.00	0.00	0.00	135.56	-135.56
920 - General & Administrative	678,105.27	678,105.27	74,639.20	636,798.33	41,306.94
998 - Depreciation	1,206,009.36	1,206,009.36	33,259.96	300,314.60	905,694.76
Expense Total:	3,189,329.28	3,189,329.28	259,212.43	2,056,598.43	1,132,730.85
Fund: 200 - Water Surplus (Deficit):	1,126,156.68	1,126,156.68	322,738.58	2,624,389.10	-1,498,232.42
Total Surplus (Deficit):	4,244,255.55	4,244,254.02	1,149,519.33	8,323,251.31	

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	YTD Budget	YTD Budget			Remaining
100 - Electric	3,118,098.87	3,118,097.34	826,780.75	5,698,862.21	-2,580,764.87
200 - Water	1,126,156.68	1,126,156.68	322,738.58	2,624,389.10	-1,498,232.42
Total Surplus (Deficit):	4,244,255.55	4,244,254.02	1,149,519.33	8,323,251.31	



City Council Action Request

Council Meeting Date:	November 18, 2024	Agenda Item Number:	11.A.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer, Justin DeLeeuw, Public Works Director
Item:	2025 Improvement Project - Professional Services Agreement & Preliminary Budgets		

RECOMMENDED ACTION:

Adopt the resolution entering into an agreement with Bolton and Menk, Inc. for the 2025 Improvement Projects Design and Construction Services in the amount of \$463,118.

Adopt the preliminary budget resolutions for Project Nos. 2501-A, 2503-B, 2503-C, 2503-E, 2504-B and 2508.

OVERVIEW:

Bolton and Menk, Inc. has submitted a proposal for professional services related to the 2025 Improvement Projects design and construction services. The project areas for 2025 include:

- Project No. 2501-A Reconstruction
 - 20th Street SE
- Project No. 2503-B Mill/Reclaim & Overlay
 - Eagle Ridge Drive W, 32nd Avenue NE, 34th Avenue NE
 - Fairway Drive NE
 - 7th Avenue NW, 8th Avenue NW, 29th Street NW
 - 20th Avenue SW, 21st Avenue SW, 22nd Street SW, 24th Street SW
- Project No. 2503-C Reclaim & Overlay
 - Technology Drive
- Project No. 2503-E Mill & Overlay (County Project)
 - 7th Street SW (County Road 41)
 - 15th Avenue NW (County Road 24)
- Project No. 2504-B Path Improvements
 - Lakeland Drive Path Improvements
- Project No. 2508 Crack Seal/Seal Coat Improvements

- 6th Street SW, 14th Street SW, 16th Street SW, 17th Street SW, 13th Avenue SW, Carolina Avenue SW, Kandiyohi Avenue SW, Trott Avenue SW

The proposed scope of services from Bolton and Menk includes preliminary design, final design, bidding, construction services, project close-out, and project management.

BUDGETARY/FISCAL ISSUES:

	1. Prelim. Design	2. Design	3. Bidding	4. Const. Services	5. Project Close-Out	6. Project Management	Subtotals	Total
2501-A*			\$3,300	\$49,500	\$2,200	\$2,750	\$57,750	\$463,118
2503-B*			\$5,128	\$82,053	\$5,128	\$10,257	\$102,566	
2503-C*			\$3,430	\$54,882	\$3,430	\$6,860	\$68,602	
2503-E**						\$21,100	\$21,100	
2504-B	\$29,350	\$17,100	\$7,350	\$110,250	\$4,900	\$12,250	\$181,200	
2508	\$5,050	\$2,870	\$3,050	\$17,440	\$875	\$2,615	\$31,900	

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. RESOLUTION ACCEPT SVCS BOLTON AND MENK 2025 ENGINEERING
2. 2025 Projects Design-Construction Proposal - To City
3. PRELIMINARY BUDGET - 2501-A 20th Street SE & 2nd Avenue SE
4. PRELIMINARY BUDGET - 2503-B Street Improvement Project West
5. PRELIMINARY BUDGET - 2503-C Technology Drive
6. PRELIMINARY BUDGET - 2503-E Mill & Overlay County Project
7. PRELIMINARY BUDGET - 2504-B Lakeland Drive Path
8. PRELIMINARY BUDGET - 2508 Crack Seal/Sealcoat

Resolution No. _____

A RESOLUTION AWARDING THE 2025 IMPROVEMENT PROJECTS DESIGN & CONSTRUCTION PROFESSIONAL SERVICES: PROJECT NOS. 2501-A, 2503-B, 2503-C, 2503-E, 2504-B, & 2508 TO BOLTON AND MENK, INC. IN THE AMOUNT OF \$463,118.

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar. A Municipal Corporation of the State of Minnesota, that the bid of Bolton and Menk, Inc. of Willmar, MN for the 2025 Improvement Projects Design and Construction professional services of Project No. 2501-A, 2503-B, 2503-C, 2503-E, 2504-B, and 2508 improvement projects 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 \$463,118.

Dated this 18th day of November, 2024

Mayor

Attest:

City Clerk



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

October 29, 2024

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

RE: 2025 Projects – Design and Construction Proposal

Dear Justin,

Bolton & Menk, Inc., is pleased to submit this Design and Construction Engineering Services proposal for the 2025 Improvement Projects. We sincerely thank you for the opportunity and look forward to continuing to serve the City of Willmar.

PROJECT UNDERSTANDING

It is our understanding that City of Willmar plans to make improvements by reconstructing streets and utilities, mill/reclaim and overlay, and path improvements as identified in the Preliminary Engineering Report (PER) dated September 25, 2024, and approved by Council on October 7, 2024. The project areas were reviewed with City and Municipal Utilities staff as identified on **Figures 1 and 2** in the PER. Due to budget constraints, staff are recommending revisions to the projects recommended for construction in 2025. The revisions are included in this proposal. City project numbers associated with the recommended 2025 improvements will be 2501-A, 2503-B, 2503-C, 2503-E, 2504-B, and 2508. Our understanding for the scope of these improvements is as follows:

- 2501-A – Street & Utility Reconstruction
 - 20th Street SE
- 2503-B – Mill/Reclaim & Overlay
 - Eagle Ridge Drive W, 32nd Avenue NE, 34th Avenue NE
 - Fairway Drive NE
 - 7th Avenue NW, 8th Avenue NW, 29th Street NW
 - 20th Avenue SW, 21st Avenue SW, 22nd Street SW, 24th Street SW
- 2503-C – Reclaim & Overlay
 - Technology Drive
- 2503-E – Mill & Overlay (County Projects)
 - 7th Street SW (County Road 41)
 - 15th Avenue NW (County Road 24)
- 2504-B – Path Improvement
 - Lakeland Drive Path Improvement

- 2508 – Crack Seal/Sealcoat Improvement Project
 - 6th Street SW, 14th Street SW, 16th Street SW, 17th Street SW, 13th Avenue SW, Carolina Avenue SW, Kandiyohi Avenue SW, Trott Avenue SW

SCOPE OF SERVICES

The tasks associated with the Design and Construction Services for the improvements are as follows:

1. Preliminary Design

A Bolton & Menk survey crew will obtain topographical data based on NAD 83 horizontal and NAVD 88 vertical datums along the project areas not previously included in the Improvement PER and Preliminary Survey Professional Services Agreement. A Gopher State One Call ticket will be generated for the project. Bolton & Menk will work with City and Municipal Utilities staff to verify that all utilities are accounted for.

Bolton & Menk will prepare 30% plans and a cost estimate for the improvements and review them with City and Municipal Utilities staff.

The improvements will likely require permits including an NPDES Construction Stormwater permit. Bolton & Menk will prepare applications for all 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 will verify and document regulations associated with the improvements.

2. Design

Bolton & Menk will provide 90% design plans and a project manual including technical specifications and SWPPP requirements for the review of the City and Municipal Utilities. A utility meeting will be held to verify the location of all existing utilities and identify any conflicts. Following review of the 90% plans, final plans and specifications incorporating comments received will be prepared for the projects. In addition, a construction cost estimate will be provided.

3. Bidding

Bolton & Menk will prepare the projects advertisements for bids while working closely with City staff to ensure the bid opening date fits with council meeting schedules. The projects will be advertised for a minimum of 21 days in the West Central Tribune, QuestCDN, and our website. Advertisement costs will be the responsibility of the City of Willmar.

Bolton & Menk will distribute bidding documents, prepare any required addenda, conduct the projects bid openings, and prepare contract documents.

4. Construction Services

Bolton & Menk will administer the construction contract, ensuring compliance with the contract documents on behalf of the City while communicating regularly with City staff. We will also provide construction staking and construction observation for the improvements. The Resident Project Representative will provide recommendations regarding the contractor's work, provide

clarifications and interpretations of the contract documents based on contractor inquiries, recommend change orders and work change directives and prepare all necessary documents.

In addition, the RPR will review and approve shop drawings, and samples as well as log and track all submittals. Substitutes proposed by the contractor will be evaluated for compliance with the contract documents. The RPR will also observe special inspections or tests such as televising, quality compaction, and review material certifications for compliance with the contract documents. The RPR will document the contractor's progress and prepare and process payment applications based on the work completed. Upon completion of the projects, Bolton & Menk will prepare the projects record drawings.

5. Project Close-Out

Prior to recommending approval of the final project payment applications, Bolton & Menk will verify all information required by the contract documents is accounted for and a copy of the information exists in the hard copy and electronic project files. We will conduct a final review of the projects with City staff for the purpose of preparing final project punch lists prior to final project payment being issued to the contractor. After all project punch lists items have been completed and all paperwork required by the contract has been received from the contractor, Bolton & Menk will prepare a letter of acceptance recommending final payment be made to close the contract.

6. Project Management

Bolton & Menk staff will meet with concerned citizens to discuss the projects and address questions and concerns in a timely manner. We also understand the importance of good communication with all City staff and will provide the information required from the projects to maintain the City's asset management system. Bolton & Menk will keep the City Council and staff informed on the status of the projects and attend meetings when the projects are on the agenda to present information regarding the project and respond to questions. We will conduct the necessary Assessment Hearing, as required by Minnesota Statutes to assess benefiting property owners. We will provide the necessary meeting materials, including change orders, reports, resolutions, and presentations, including all requirements for special assessments. Upon completion of the projects, we will also provide the City with electronic copies of the entire project file.

This proposal does not include any services related to geotechnical investigations or construction materials testing.

COMPENSATION

We propose to complete the services identified in the above Scope of Services for an HOURLY NOT TO EXCEED fee of \$463,118. The breakdown of those costs are as follows:

	1. Prelim. Design	2. Design	3. Bidding	4. Const. Services	5. Project Close-Out	6. Project Management	Subtotals	Total
2501-A*			\$3,300	\$49,500	\$2,200	\$2,750	\$57,750	\$463,118
2503-B*			\$5,128	\$82,053	\$5,128	\$10,257	\$102,566	
2503-C*			\$3,430	\$54,882	\$3,430	\$6,860	\$68,602	
2503-E**						\$21,100	\$21,100	
2504-B	\$29,350	\$17,100	\$7,350	\$110,250	\$4,900	\$12,250	\$181,200	
2508	\$5,050	\$2,870	\$3,050	\$17,440	\$875	\$2,615	\$31,900	

*Work previously completed under separate contract for project will be utilized.

**Fees include administering state statute assessment processes for the County projects.

PRELIMINARY SCHEDULE

Bolton & Menk will initiate providing the scope of services immediately following execution of this proposal. Our proposed schedule for completing the major tasks outlined within this proposal includes estimated dates for completion and will be adjusted as the projects progress:

	1. Prelim. Design	2. Design	3. Bidding	4. Construction Services	5. Project Close-Out	6. Project Management
2501-A			March 2025	June 2026	July 2026	Ongoing
2503-B			March 2025	Oct 2025	Nov 2025	Ongoing
2503-C			March 2025	Oct 2025	Nov 2025	Ongoing
2503-E						Ongoing
2504-B	Jan 2025	Feb 2025	March 2025	Oct 2025	Nov 2024	Ongoing
2508	Jan 2025	Feb 2025	March 2025	Aug 2025	Sept 2025	Ongoing

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 Owner may require an additional fee. In addition, Bolton & Menk is also willing to provide additional services which have not been mentioned above at our Standard Hourly Rates.

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 year of successful projects and appreciate the opportunity to continue to serve the City of Willmar. We are prepared to proceed upon your notification.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in black ink, appearing to read 'Joshua J. Halvorson', written in a cursive style.

Joshua J. Halvorson
Principal Engineer

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

RESOLUTION NO. _____
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2501-A 20TH STREET SE & 2ND AVENUE SE IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$659,100

*Budget Amounts are Essential

Dated:

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners	_____	\$140,200
Community Investment /Levy	_____	\$355,500
MSA	_____	
MUC	_____	\$78,500
WTP	_____	\$84,900
LOST	_____	
TOTAL		\$659,100

FINANCING

General	_____	\$495,700
MSA	_____	
MUC	_____	\$78,500
WTP	_____	\$84,900
LOST	_____	
TOTAL		\$659,100

SUPPLIES

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

GRAND TOTAL **\$659,100**

Dated: _____

OTHER SERVICES

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$522,900
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$26,200
TOTAL	\$549,100

Mayor

Attest:

City Clerk

OTHER CHARGES

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	\$110,000
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	_____
TOTAL	\$110,000

GRAND TOTAL **\$659,100**

RESOLUTION NO. _____
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2503-B STREET IMPROVEMENT PROJECT WEST
ESTIMATED TOTAL COST \$2,069,400

*Budget Amounts are Essential

Dated:

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners	\$1,222,400
Community Investment /Levy	\$847,000
MSA	_____
MUC	_____
WTP	_____
LOST	_____
TOTAL	\$2,069,400

FINANCING

General	\$2,069,400
MSA	_____
MUC	_____
WTP	_____
LOST	_____
TOTAL	\$2,069,400

GRAND TOTAL **\$2,069,400**

Dated: _____

SUPPLIES

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

OTHER SERVICES

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$1,657,000
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$82,800
TOTAL	\$1,739,800

Mayor

Attest:

City Clerk

OTHER CHARGES

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	\$329,600
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	_____
TOTAL	\$329,600

GRAND TOTAL **\$2,069,400**

RESOLUTION NO. _____
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2503-C TECHNOLOGY DRIVE STREET IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$540,200

*Budget Amounts are Essential

Dated:

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners	_____ \$458,400
Community Investment /Levy	_____ -\$918,200
MSA	_____ \$1,000,000
MUC	_____
WTP	_____
LOST	_____
TOTAL	\$540,200

FINANCING

General	_____ -\$459,800
MSA	_____ \$1,000,000
MUC	_____
WTP	_____
LOST	_____
TOTAL	\$540,200

GRAND TOTAL **\$540,200**

Dated: _____

SUPPLIES

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

OTHER SERVICES

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	_____ \$392,400
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	_____ \$19,600
TOTAL	\$412,000

Mayor

Attest:

City Clerk

OTHER CHARGES

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	_____ \$128,200
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	_____
TOTAL	\$128,200

GRAND TOTAL **\$540,200**

RESOLUTION NO. _____
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2503-E MILL & OVERLAY IMPROVEMENT PROJECT (COUNTY)
ESTIMATED TOTAL COST \$418,200

*Budget Amounts are Essential

Dated:

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners	_____	\$599,300
Community Investment /Levy	_____	-\$181,100
MSA	_____	
MUC	_____	
WTP	_____	
LOST	_____	
TOTAL		\$418,200

FINANCING

General	_____	\$418,200
MSA	_____	
MUC	_____	\$0
WTP	_____	\$0
LOST	_____	
TOTAL		\$418,200

GRAND TOTAL **\$418,200**

Dated: _____

SUPPLIES

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

OTHER SERVICES

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$315,500
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$31,600
TOTAL	\$347,100

Mayor

Attest:

City Clerk

OTHER CHARGES

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	\$71,100
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	_____
TOTAL	\$71,100

GRAND TOTAL **\$418,200**

RESOLUTION NO. _____
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2504-B PATH IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$1,224,900

*Budget Amounts are Essential

Dated:

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners	_____
Community Investment /Levy	\$244,900
GRANT	\$980,000
MUC	_____
WTP	_____
LOST	_____
TOTAL	\$1,224,900

FINANCING

General	\$244,900
GRANT	\$980,000
MUC	_____
WTP	_____
LOST	_____
TOTAL	\$1,224,900

GRAND TOTAL **\$1,224,900**

Dated: _____

SUPPLIES

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

OTHER SERVICES

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$852,100
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$127,800
TOTAL	\$979,900

Mayor

Attest:

City Clerk

OTHER CHARGES

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	\$245,000
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	_____
TOTAL	\$245,000

GRAND TOTAL **\$1,224,900**

RESOLUTION NO. _____
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2508: 2025 SEAL COAT IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$334,100

*Budget Amounts are Essential

Dated:

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners	_____
Community Investment /Levy	\$334,100
MSA	_____
MUC	_____
WTP	_____
LOST	_____
TOTAL	\$334,100

FINANCING

General	\$334,100
MSA	_____
MUC	\$0
WTP	\$0
LOST	_____
TOTAL	\$334,100

GRAND TOTAL **\$334,100**

Dated: _____

SUPPLIES

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

OTHER SERVICES

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$276,600
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$13,900
TOTAL	\$290,500

Mayor

Attest:

City Clerk

OTHER CHARGES

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	\$43,600
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	_____
TOTAL	\$43,600

GRAND TOTAL **\$334,100**



City Council Action Request

Council Meeting Date:	November 18, 2024	Agenda Item Number:	11.B.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer, Justin DeLeeuw, Public Works Director
Item:	2026 Improvement Projects- Professional Services Agreement & Preliminary Budgets		

RECOMMENDED ACTION:

Adopt the resolution entering into a professional services agreement with Bolton and Menk, Inc. for the 2026 Improvement Projects Design in the amount of \$631,890.

Adopt the preliminary budget resolutions for Project Nos. 2501-B, 2601-B, and 2608.

OVERVIEW:

Bolton and Menk, Inc. submitted a proposal for professional services related to the 2026 Improvement Projects Design. The project areas for 2026 include:

- Project No. 2501-B Reconstruction
 - 4th Street SW
- Project No. 2601-B Reconstruction
 - 16th Street SW
- Project No. 2608 Crack Seal/Sealcoat Improvements
 - 2nd Street SE, 6th Street SE, 9th Street SE, 13th Street SE, 14th Street SE, 14th Street SE< 15th Street SE, 16th Street SE, Bernard Street SE, Anthony Street SE, Ferring Street SE, Elizabeth Avenue SE

The proposed scope of services includes preliminary design, final design, and project management.

BUDGETARY/FISCAL ISSUES:

	1. Prelim. Design	2. Design	3. Project Management	Subtotals	Total
2501-B	\$208,175	\$164,840	\$24,270	\$397,285	\$631,890
2601-B	\$118,125	\$94,500	\$11,815	\$224,440	
2608	\$5,350	\$4,280	\$535	\$10,165	

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. RESOLUTION ACCEPT SVCS BOLTON AND MENK 2026 ENGINEERING
2. 2026 Projects Design Proposal - Revised - To City
3. PRELIMINARY BUDGET - 2501-B 4th Street SW
4. PRELIMINARY BUDGET - 2601-B 16th Street SW
5. PRELIMINARY BUDGET - 2608 Crack Seal/Sealcoat

Resolution No._____

A RESOLUTION AWARDING THE 2026 IMPROVEMENT PROJECTS DESIGN PROFESSIONAL SERVICES: PROJECT NOS. 2501-B, 2601-B, & 2608 TO BOLTON AND MENK, INC. IN THE AMOUNT OF \$631,890.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar. A Municipal Corporation of the State of Minnesota, that the bid of Bolton and Menk, Inc. of Willmar, MN for the 2026 Improvement Projects Design professional services of Project No. 2501-B, 2601-B, & 2608 improvement projects 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 \$631,890.

Dated this 18th day of November, 2024

Mayor

Attest:

City Clerk



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

November 8, 2024

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

RE: 2026 Projects – Design Proposal
City of Willmar

Dear Justin,

Bolton & Menk, Inc., is pleased to submit this Design Engineering Services proposal for the 2026 Improvement Projects. We sincerely thank you for the opportunity and look forward to continuing to serve the City of Willmar.

PROJECT UNDERSTANDING

It is our understanding that City of Willmar plans to make improvements by reconstructing streets and utilities and crack seal/sealcoat improvements as identified in the Preliminary Engineering Report (PER) dated September 25, 2024, and approved by Council on October 7, 2024. The project areas were reviewed with City and Municipal Utilities staff as identified on **Figures 1, 2 and 14** in the PER. Due to budget constraints, staff are recommending revisions to the projects recommended for construction in 2026. The revisions are included in this proposal. City project numbers associated with the recommended 2026 improvements will be 2501-B, 2601-B, and 2608. Our understanding for the scope of these improvements is as follows:

- 2501-B – Street & Utility Reconstruction
 - 4th Street SW
- 2601-B – Street & Utility Reconstruction
 - 16th Street SW
- 2608 – Crack Seal/Sealcoat Improvement Project
 - 2nd Street SE, 6th Street SE, 9th Street SE, 13th Street SE, 14th Street SE, 14th Street SE, 15th Street SE, 16th Street SE, Bernard Street SE, Anthony Street SE, Ferring Street SE, Elizabeth Avenue SE

SCOPE OF SERVICES

The tasks associated with the Design and Construction Services for the improvements are as follows:

1. Preliminary Design

A Bolton & Menk survey crew will obtain topographical data based on NAD 83 horizontal and

NAVD 88 vertical datums along the project areas not previously included in the Improvement PER and Preliminary Survey Professional Services Agreement. A Gopher State One Call ticket will be generated for the project. Bolton & Menk will work with City and Municipal Utilities staff to verify that all utilities are accounted for.

Bolton & Menk will prepare 30% plans and a cost estimate for the improvements and review them with City and Municipal Utilities staff.

The improvements will likely require permits including an NPDES Construction Stormwater permit. Bolton & Menk will prepare applications for all 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 will verify and document regulations associated with the improvements.

2. Design

Bolton & Menk will provide 90% design plans and a project manual including technical specifications and SWPPP requirements for the review of the City and Municipal Utilities. A utility meeting will be held to verify the location of all existing utilities and identify any conflicts. Following review of the 90% plans, final plans and specifications incorporating comments received will be prepared for the projects. In addition, a construction cost estimate will be provided.

3. Project Management

Bolton & Menk staff understand the importance of good communication with all City staff and will provide the information required from the projects to maintain the City's asset management system. Bolton & Menk will keep the City Council and staff informed on the status of the projects and attend meetings when the projects are on the agenda to present information regarding the project and respond to questions.

This proposal does not include any services related to geotechnical investigations or construction materials testing. Following the completion of the design services, a separate proposal will be provided for construction engineering services at a future date.

COMPENSATION

We propose to complete the services identified in the above Scope of Services for an HOURLY NOT TO EXCEED fee of \$631,890. The breakdown of those costs are as follows:

	1. Prelim. Design	2. Design	3. Project Management	Subtotals	Total
2501-B	\$208,175	\$164,840	\$24,270	\$397,285	\$631,890
2601-B	\$118,125	\$94,500	\$11,815	\$224,440	
2608	\$5,350	\$4,280	\$535	\$10,165	

PRELIMINARY SCHEDULE

Bolton & Menk will initiate providing the scope of services immediately following execution of this proposal. Our proposed schedule for completing the major tasks outlined within this proposal includes estimated dates for completion and will be adjusted as the projects progress:

	1. Prelim. Design	2. Design	3. Project Management
2501-B	March 2025	May 2025	Ongoing
2601-B	March 2025	May 2025	Ongoing
2608	March 2025	May 2025	Ongoing

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 Owner may require an additional fee. In addition, Bolton & Menk is also willing to provide additional services which have not been mentioned above at our Standard Hourly Rates.

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 year of successful projects 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
Spencer Johnson, Project Manager

RESOLUTION NO. _____
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2501-B 4TH STREET SW IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$5,823,400

*Budget Amounts are Essential

Dated: _____

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners	_____	\$694,200
Community Investment /Levy	_____	\$3,117,300
MSA	_____	
MUC	_____	\$844,400
WTP	_____	\$1,167,500
LOST	_____	
TOTAL		\$5,823,400

FINANCING

General	_____	\$3,811,500
MSA	_____	
MUC	_____	\$844,400
WTP	_____	\$1,167,500
LOST	_____	
TOTAL		\$5,823,400

GRAND TOTAL **\$5,823,400**

Dated: _____

SUPPLIES

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

OTHER SERVICES

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$4,621,700
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$231,000
TOTAL	\$4,852,700

Mayor

Attest:

City Clerk

OTHER CHARGES

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	\$970,700
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	_____
TOTAL	\$970,700

GRAND TOTAL **\$5,823,400**

RESOLUTION NO. _____
PRELIMINARY 2026 STREET IMPROVEMENTS BUDGET
2601-B 16TH STREET SW IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$2,833,700

*Budget Amounts are Essential

Dated:

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners	_____	\$566,800
Community Investment /Levy	_____	\$1,157,400
MSA	_____	
MUC	_____	\$542,600
WTP	_____	\$482,700
LOST	_____	\$84,200
TOTAL		\$2,833,700

FINANCING

General	_____	\$1,724,200
MSA	_____	
MUC	_____	\$542,600
WTP	_____	\$482,700
LOST	_____	\$84,200
TOTAL		\$2,833,700

GRAND TOTAL **\$2,833,700**

Dated: _____

SUPPLIES

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

OTHER SERVICES

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$2,248,700
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$112,500
TOTAL	\$2,361,200

Mayor

Attest:

City Clerk

OTHER CHARGES

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	\$472,500
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	_____
TOTAL	\$472,500

GRAND TOTAL **\$2,833,700**

RESOLUTION NO. _____
PRELIMINARY 2026 STREET IMPROVEMENTS BUDGET
2608: 2026 SEAL COAT IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$245,100

*Budget Amounts are Essential

Dated:

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners	_____
Community Investment /Levy	\$245,100
MSA	_____
MUC	_____
WTP	_____
LOST	_____
TOTAL	\$245,100

FINANCING

General	\$245,100
MSA	_____
MUC	_____
WTP	_____
LOST	_____
TOTAL	\$245,100

GRAND TOTAL **\$245,100**

Dated: _____

SUPPLIES

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

OTHER SERVICES

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$203,400
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$10,200
TOTAL	\$213,600

Mayor

Attest:

City Clerk

OTHER CHARGES

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	\$31,500
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	_____
TOTAL	\$31,500

GRAND TOTAL **\$245,100**



City Council Action Request

Council Meeting Date:	November 18, 2024	Agenda Item Number:	11.C.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	No	Prepared By:	Justin DeLeeuw, Public Works Director
Ordinance:	No	Presented By:	Justin DeLeeuw, Public Works Director
Item:	Wastewater Rate Study presentation and Introduction of an Ordinance amending Sanitary Sewer Rates		

RECOMMENDED ACTION:

1. Call for a Public Hearing to amend Sanitary Sewer Rates on December 2nd, 2024, at 6:30pm.
2. Publish the Ordinance by Summary.

OVERVIEW:

The City of Willmar contracted Baker Tilly to conduct a sanitary sewer utility rate study for our Wastewater Treatment Facility. Tonight, the City Council will hear the findings of that report and proposed rate adjustments. The staff is requesting that a public hearing be set for December 2nd, 2024, to consider an ordinance amending sanitary rates and charges.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Ordinance Amending Sewer Rates Beginning 2025
2. SUMMARY PUBLICATION OF SEWER RATE INCREASE
3. #1348 - Ordinance Amending Sewer Rates from 2013
4. 2025 Proposed Ordinance Schedule
5. Willmar Rate Study 11.11.2024

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 16, UTILITIES, ARTICLE IV, RATES AND CHARGES,
DIVISION 3, SEWER SERVICE

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

Section 1. AMENDMENT OF TABLE OF SEWER RATES, EXHIBIT A TO MUNICIPAL CODE SECTION 16-158, DETERMINATION OF CHARGES. Exhibit A to the rate schedule contained in Municipal Code Section 16-158, Determination of Charges, which most recently was updated to list sewer rates through the year 2017, is hereby updated and amended to read as shown on Exhibit A attached hereto.

Section 2. EFFECTIVE DATE. This ordinance shall be effective for billings sent on and after January 1, 2025, January 1, 2026, January 1, 2027, January 1, 2028, and January 1, 2029.

ATTEST:

Vernae Larsen, City Clerk

Doug Reese, Mayor

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 TO RATE SCHEDULE – SEWER SERVICE CHARGES
TABLE OF SEWER RATES

	2025	2026	2027	2028	2029
1 Administration (Billing) Charge	\$3.05	\$3.15	\$3.25	\$3.35	\$3.35
2 Utility Improvement Charge	4.50	4.95	5.20	5.46	5.46
3 Usage Charge (basic metered rate)					
1 Unit = 1,000 Gallons					
Usage 0-1,200 units	4.38	4.81	5.05	5.31	5.31
Usage > 1,200 units	6.68	7.35	7.72	8.10	8.10
1 Unit = 100 Cubic Feet					
Usage 0-1,605 units	3.27	3.60	3.78	3.97	3.97
Usage > 1,605 units	5.00	5.49	5.77	6.06	6.06
4 Meter Charge					
5/8 inch	31.50	34.65	36.38	38.20	38.20
3/4 inch	47.25	51.98	54.57	57.30	57.30
1 inch	78.75	86.63	90.96	95.50	95.50
1.5 inch	157.50	173.25	181.91	191.01	191.01
2.0 inch	252.00	277.20	291.06	305.61	305.61
3.0 inch	504.00	554.40	582.12	611.23	611.23
4.0 inch	787.50	866.25	909.56	955.04	955.04
6.0 inch	1,575.00	1,732.50	1,819.13	1,910.08	1,910.08
5 Surcharge					
BOD & TSS charge per pound over 250 mg/l					
250 mg/l - 299 mg/l	0.20	0.22	0.23	0.24	0.24
300 mg/l - 399 mg/l	0.21	0.23	0.24	0.25	0.25
400 mg/l - 499 mg/l	0.22	0.25	0.26	0.27	0.27
500 mg/l - 599 mg/l	0.24	0.26	0.27	0.29	0.29
600 mg/l - 699 mg/l	0.25	0.27	0.29	0.30	0.30
over 700 mg/l	0.26	0.29	0.30	0.32	0.32
TKN per pound over 40 mg/l*	0.83	0.91	0.96	1.00	1.00
TP per pound over 5 mg/l*	1.55	1.71	1.79	1.88	1.88
6 Non-Metered Rates					
Residential	\$75.49	\$83.04	\$87.19	\$91.55	\$91.55
Commercial/Industrial**	123.99	136.39	143.20	150.37	150.37
Eagle Lake	73.23	80.55	84.58	88.81	88.81
<i>* Note charges only apply when TKN & TP removal are in place</i> <i>** Maximum charge; may be increased if City engineer determines that flow and/or strength of sewage to be more than</i> <i>The average commercial/industrial user.</i>					
7 Non-Compliance Fine					
a. Maximum Day Loading	\$1,000 per day				
b. Maximum Month Loading	\$5,000				
c. Maximum 12-month rolling average					
d. Instantaneous Maximum	\$1,000 per occurrence				
8 Violation Fine - \$100 to \$25,000					
9 Sump Pump Users Fee	\$10.00 Per Month				

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 16, UTILITIES

ARTICLE IV, RATES AND CHARGES, DIVISION 3, SEWER SERVICE

Summary: Ordinance No. ____ authorizes the City Council to amend sewer service charges to offset the operation and maintenance costs, including replacement, and local capital costs, such as debt service of its wastewater treatment facility, wastewater pumping stations, and collection system.

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

ORDINANCE NO. 1348

AN ORDINANCE AMENDING CHAPTER 16, UTILITIES, ARTICLE IV, RATES AND CHARGES,
DIVISION 3, SEWER SERVICE

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

Section 1. AMENDMENT OF MUNICIPAL CODE SECTION 16-158, DETERMINATION OF CHARGES. Willmar Municipal Code Section 16-158, Determination of Charges, is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

(a) The approving authority shall make sewer service charges to offset the cost of operation and maintenance, including replacement, and local capital costs, such as debt retirement, depreciation and previous years' operating debt, of its wastewater treatment facility, wastewater pumping stations and collection system. The sewer service charges shall consist of an administrative charge, utility improvement charge, a meter or availability charge, a usage charge, a surcharge, noncompliance fine, a violation fine and a sump pump fee, if applicable. The costs shall be reviewed and the rates adjusted by the approving authority on an annual basis; except, if necessary, the rates may be adjusted more frequently. The amounts of sewer service charges shall be kept on file at the office of the city clerk-treasurer.

RATE SCHEDULE
SEWER SERVICE CHARGES

Sewer service charges will be billed for the following described items, as applicable to a given user, at rates established and updated from time to time by Ordinance of the City Council and set out on the Table of Sewer Rates, attached ~~set out~~ as Exhibit A to this rate schedule. [The amounts of sewer service charges shall be kept on file at the office of the city clerk-treasurer.]

Section 2. AMENDMENT OF TABLE OF SEWER RATES, EXHIBIT A TO MUNICIPAL CODE SECTION 16-158, DETERMINATION OF CHARGES. Exhibit A to the rate schedule contained in Municipal Code Section 16-158, Determination of Charges, which most recently was updated to list sewer rates through the year 2012, is hereby updated and amended to read as shown on Exhibit A attached hereto.

Section 3. EFFECTIVE DATE. This ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member: Anderson

This Ordinance introduced on: June 3, 2013

This Ordinance published on: June 8, 2013

This Ordinance given a hearing on: June 17, 2013

This Ordinance adopted on: June 17, 2013

This Ordinance published on: June 21, 2013

EXHIBIT A TO RATE SCHEDULE – SEWER SERVICE CHARGES
TABLE OF SEWER RATES

	2013	2014	2015	2016	2017
1 Administration (Billing) Charge	\$2.62	\$2.70	\$2.78	\$2.86	\$2.95
2 Utility Improvement Charge	4.00	4.00	4.00	4.00	4.00
3 Usage Charge (basic metered rate)					
1 Unit = 1,000 Gallons					
Usage 0-1,200 units	3.20	3.36	3.53	3.70	3.89
Usage > 1,200 units	4.89	5.13	5.39	5.66	5.94
1 Unit = 100 Cubic Feet					
Usage 0-1,605 units	2.39	2.51	2.64	2.77	2.91
Usage > 1,605 units	3.66	3.84	4.03	4.23	4.44
4 Meter Charge					
5/8 inch	28.00	28.00	28.00	28.00	28.00
3/4 inch	42.00	42.00	42.00	42.00	42.00
1 inch	70.00	70.00	70.00	70.00	70.00
1.5 inch	140.00	140.00	140.00	140.00	140.00
2.0 inch	224.00	224.00	224.00	224.00	224.00
3.0 inch	448.00	448.00	448.00	448.00	448.00
4.0 inch	700.00	700.00	700.00	700.00	700.00
6.0 inch	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
5 Surcharge					
BOD & TSS charge per pound over 250 mg/l					
250 mg/l - 299 mg/l	0.15	0.16	0.16	0.17	0.18
300 mg/l- 399 mg/l	0.17	0.17	0.18	0.18	0.19
400 mg/l- 499 mg/l	0.18	0.18	0.19	0.19	0.20
500 mg/l - 599 mg/l	0.19	0.19	0.20	0.20	0.21
600 mg/l - 699 mg/l	0.20	0.20	0.21	0.22	0.22
over 700 mg/l	0.21	0.21	0.22	0.23	0.23
TKN per pound over 40 mg/l*	0.65	0.67	0.69	0.71	0.74
TP per pound over 5 mg/l*	1.22	1.26	1.30	1.34	1.38
6 Non-Metered Rates					
Residential	\$61.93	\$63.13	\$64.42	\$65.71	\$67.10
Commercial/Industrial**	101.71	103.68	105.80	107.92	110.21
Eagle Lake	60.60	61.64	62.76	63.88	65.09
<i>* Note charges only apply when TKN & TP removal are in place</i> <i>** Maximum charge; may be increased if City engineer determines that flow and/or strength of sewage to be more than</i> <i>The average commercial/industrial user.</i>					
7 Non-Compliance Fine					
a. Maximum Day Loading	\$1,000 per day				
b. Maximum Month Loading	\$5,000				
c. Maximum 12-month rolling average					
d. Instantaneous Maximum	\$1,000 per occurrence				
8 Violation Fine - \$100 to \$25,000					
9 Sump Pump Users Fee	\$10.00 Per Month				

2025 Proposed Ordinance Schedule

November 18, 2024	Rate Study Presentation and Introduction of the Proposed Sanitary Sewer Rate Increase Proposed Ordinance to the City Council
November 20, 2024	Publish Required Public Hearing Notice
December 2, 2024	Public Hearing
December 2, 2024	City Council Adopt Ordinance
December 2024	Publish ordinance
January 1, 2025	Effective date of ordinance



City of Willmar, Minnesota

Wastewater Utility Rate Study

Doug Green, Baker Tilly

November 2024

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

Agenda

- Objectives of Rate Study
- Historical Financial Performance
- Outstanding Debt Service
- Future Assumptions
- Financial Projections
- Projected User Fees

Objectives of Utility Rate Study

To ensure that user rates are sufficient to cover projected operating expenses, future capital requirements and debt service.

Legal Requirements

Debt Service Coverage: Net revenues / annual debt service > 105%

Minimum Cash Goal

Operations: Minimum of 3 months of operating expenditures

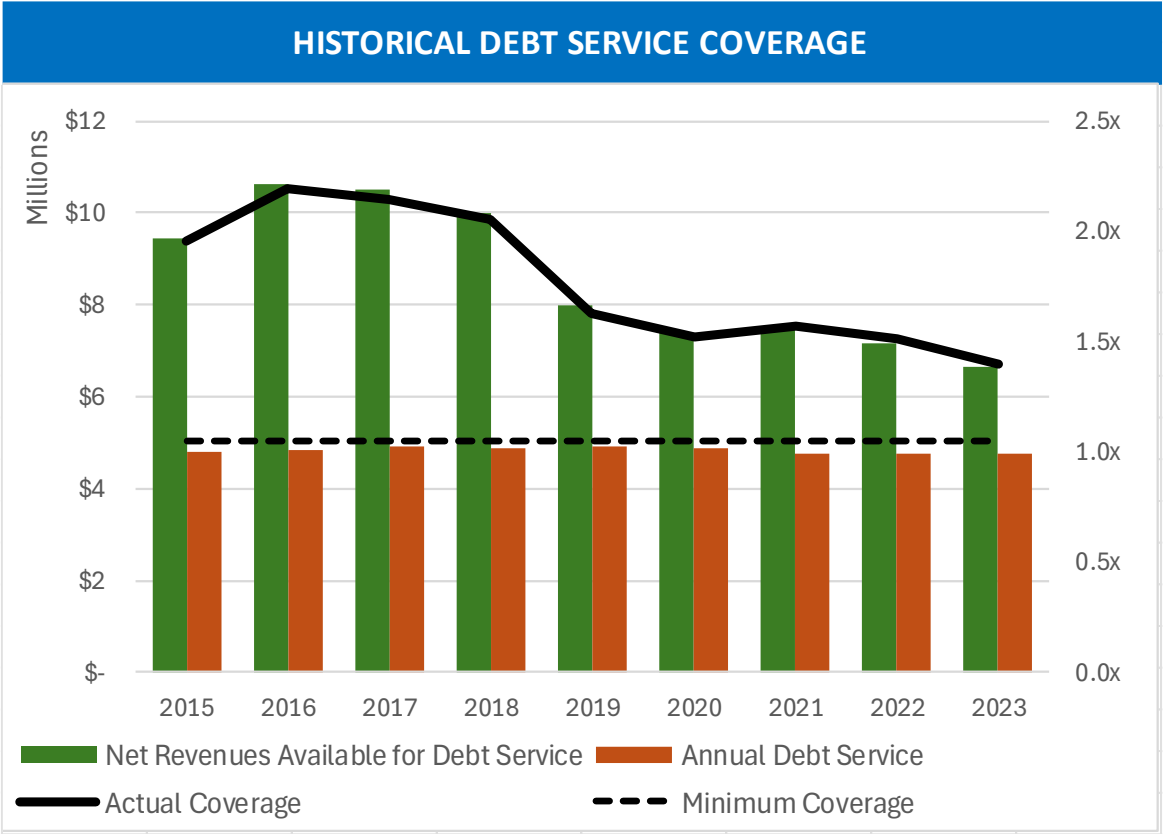
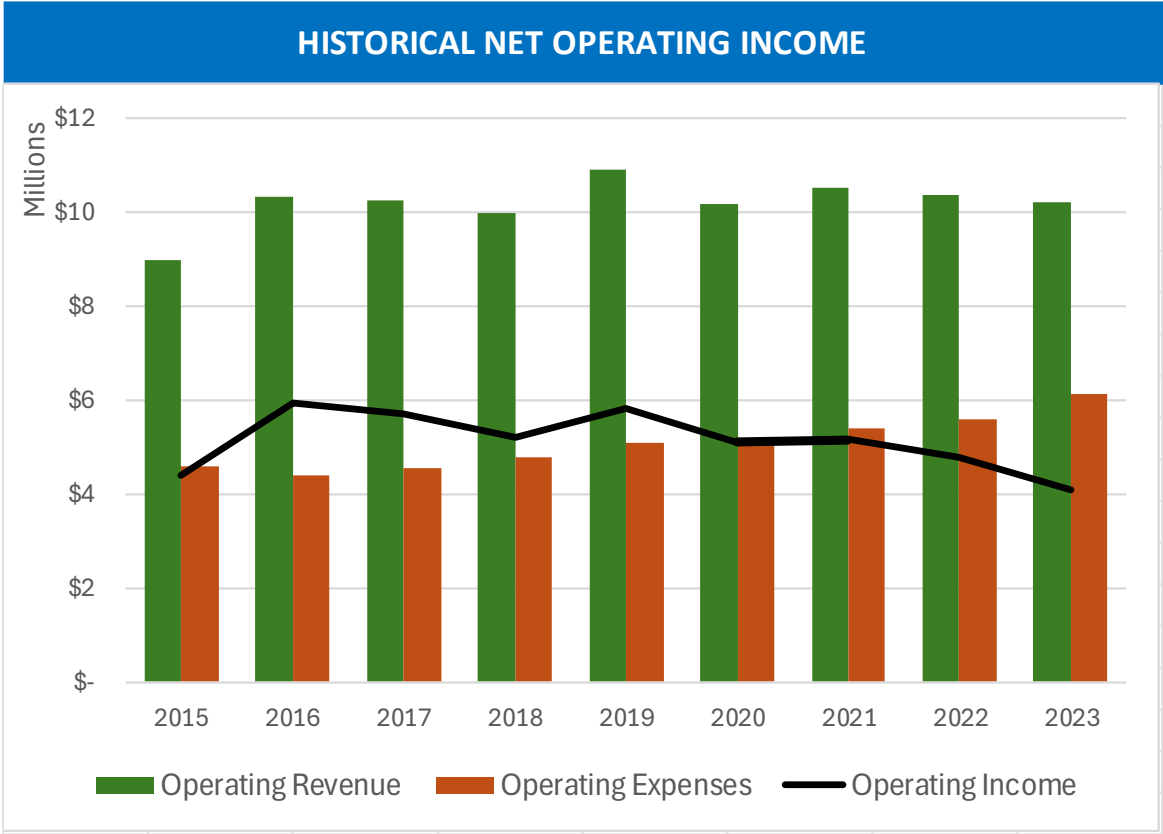
Debt Service: 100% of following year's debt service

Minnesota Statutes, Chapter 444.075

Subd. 3k. Covenants to secure debt payments. In resolutions authorizing the issuance of either general or special obligations and pledging net revenues to them, the governing body may make covenants for the protection of holders of the obligations and taxpayers of the municipality or county as it deems necessary, including, but without limitation:

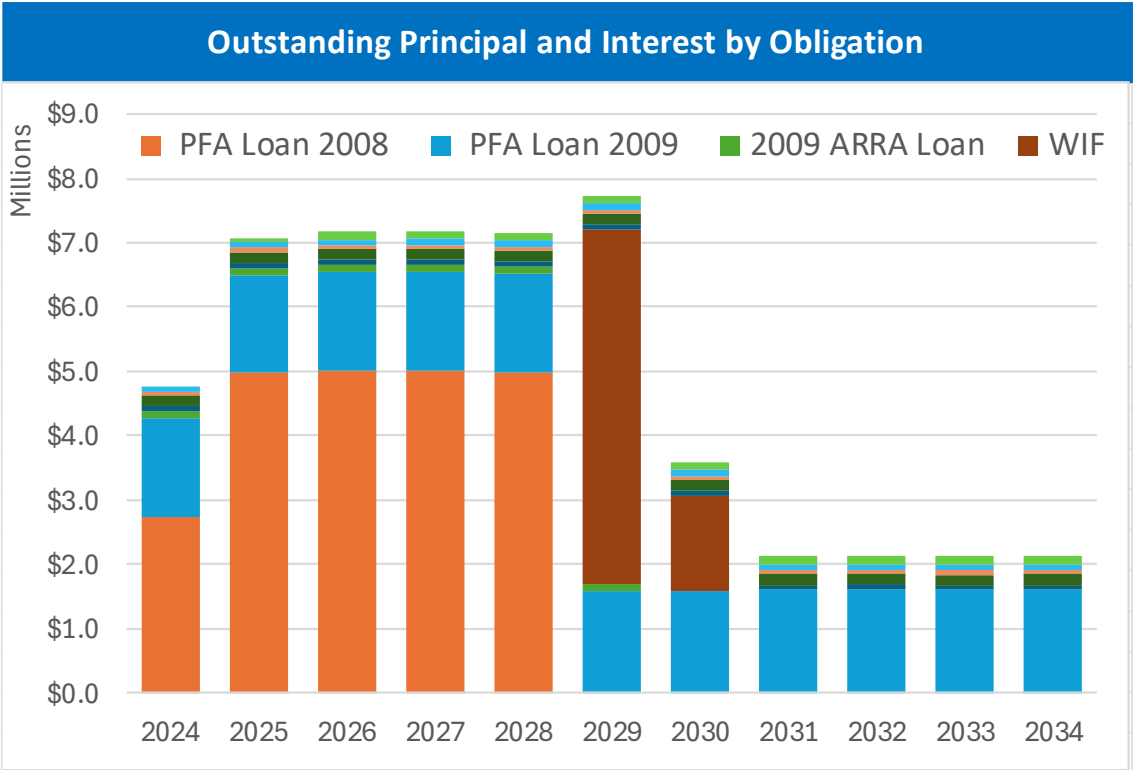
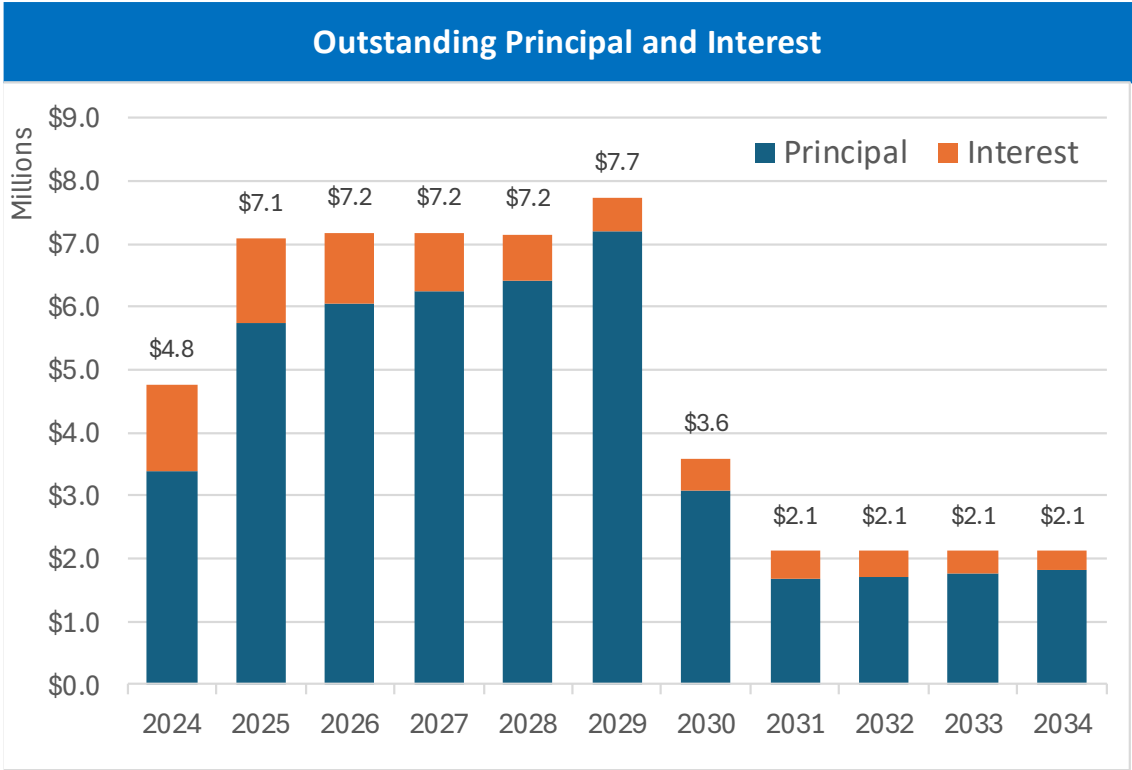
a covenant that the municipality or county will impose and collect charges of the nature authorized by this section at the times and in the amounts required to produce...net revenues adequate to pay all principal and interest when due on the obligations and to create and maintain reserves securing the payments as may be provided in the resolutions.

Historical Financial Performance



➤ *Personnel, supplies and other services and charges have increased 6.5% annually from 2015-2023.*

Outstanding Debt Service



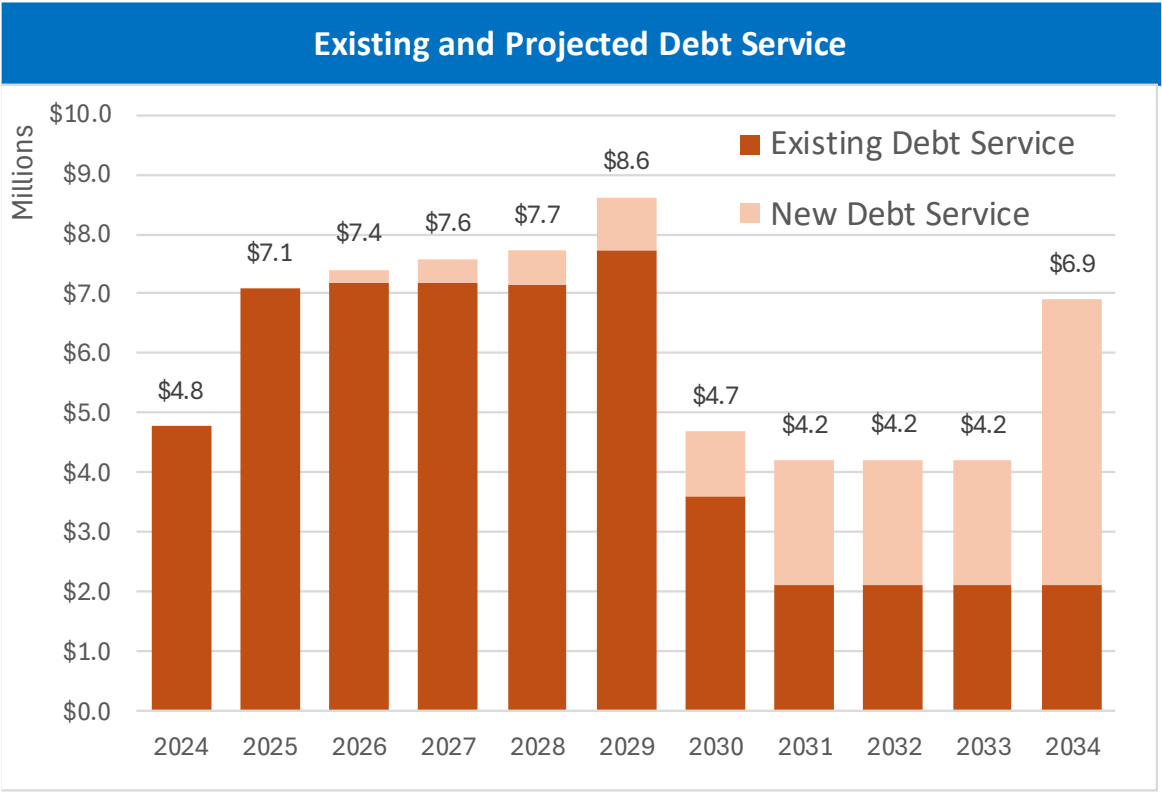
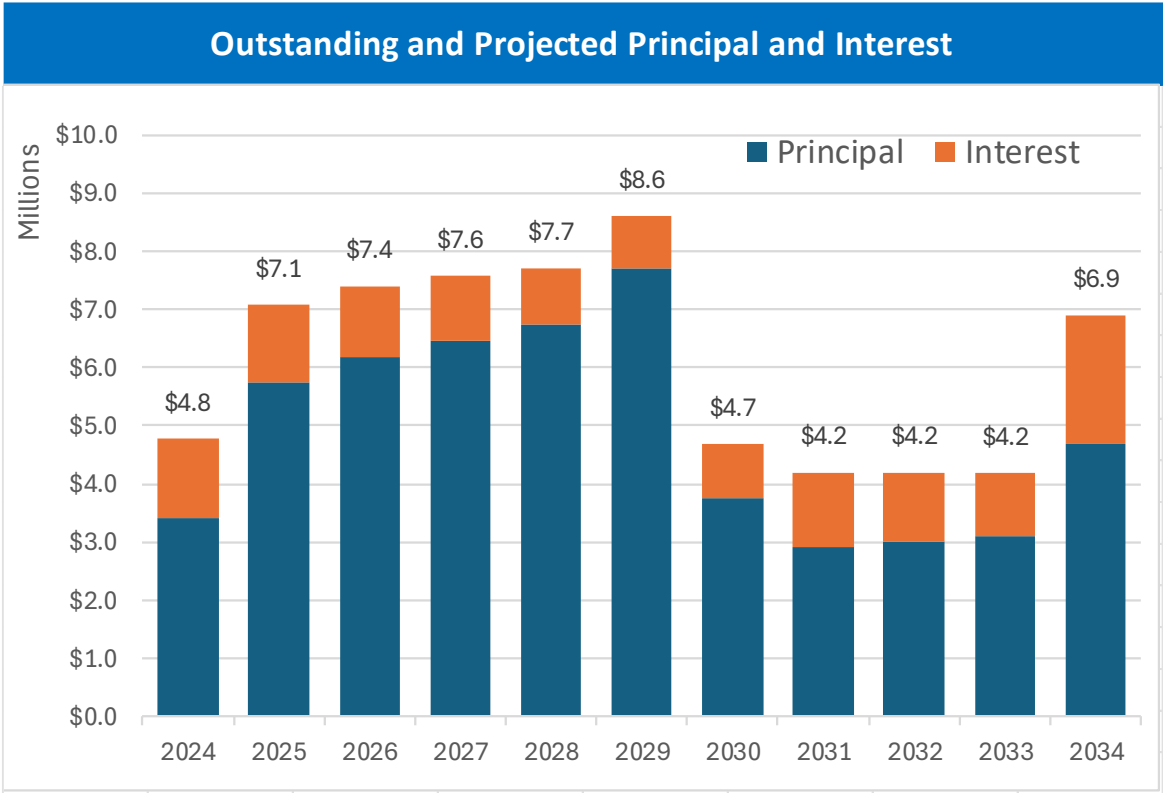
Future Assumptions – Operating Budget

Operating Expenses	2024 Budget	Annual Change
Personnel Services	\$ 1,420,939	5.0%
Supplies	\$ 941,403	7.5%
Other Services and Charges	\$ 1,510,230	5.0%
Depreciation	\$ 2,254,804	-0.5%
Transfers Out		
General Fund	\$ 375,000	3.0%
Service Demand		
-- No change in customer demand over planning period		

Future Assumptions – Capital Improvement Plan

CAPITAL IMPROVEMENT PLAN	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Bonds										
2025 Street Reconstruction	\$ -									
2026 Street Reconstruction		\$ 1,250,000								
2027 Street Reconstruction			\$ 1,500,000							
2028 Street Reconstruction				\$ 1,750,000						
2029 Street Reconstruction					\$ 2,000,000					
EL Panel Upgrades		\$ 400,000								
HVAC Upgrade JOLTS 1 and 2				\$ 140,000						
Industrial Biological Nutrient Removal (BNR)	\$ 1,000,000									
Iverson Park Lift Station	\$ 1,500,000									
Plant HVAC Upgrade			\$ 300,000							
SCADA Server and PLC Upgrade		\$ 250,000								
Town Generator and Roof Replacement				\$ 130,000						
UV Replacement					\$ 400,000					
Welshire Lift Station				\$ 1,500,000						
Plant Upgrades						\$ 1,000,000				
PFAS & Nitrogen Mandates (Potential)						\$ 10,000,000				
Lakeland Drive Sewer Main									\$ 30,000,000	
Bonds Total	\$ 2,500,000	\$ 1,900,000	\$ 1,800,000	\$ 3,520,000	\$ 2,400,000	\$ 11,000,000			\$ 30,000,000	
Cash										
2030 Street Reconstruction						\$ 2,250,000				
2031 Street Reconstruction							\$ 2,500,000			
2032 Street Reconstruction								\$ 2,750,000		
2033 Street Reconstruction									\$ 3,000,000	
2034 Street Reconstruction										\$ 3,250,000
Swanson Field Lift Station				\$ 40,000						
Plant Upgrades							\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Cash Total				\$ 40,000		\$ 2,250,000	\$ 3,500,000	\$ 3,750,000	\$ 4,000,000	\$ 4,250,000

Outstanding and Projected Debt Service

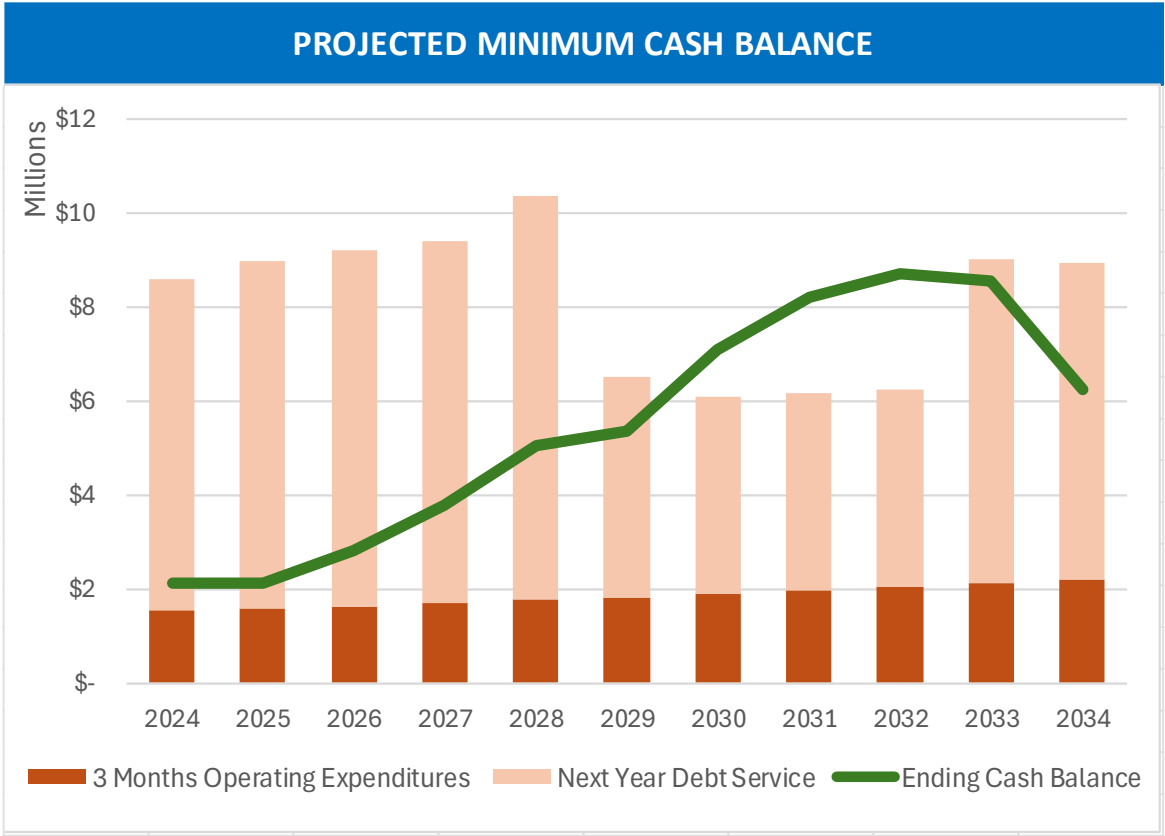
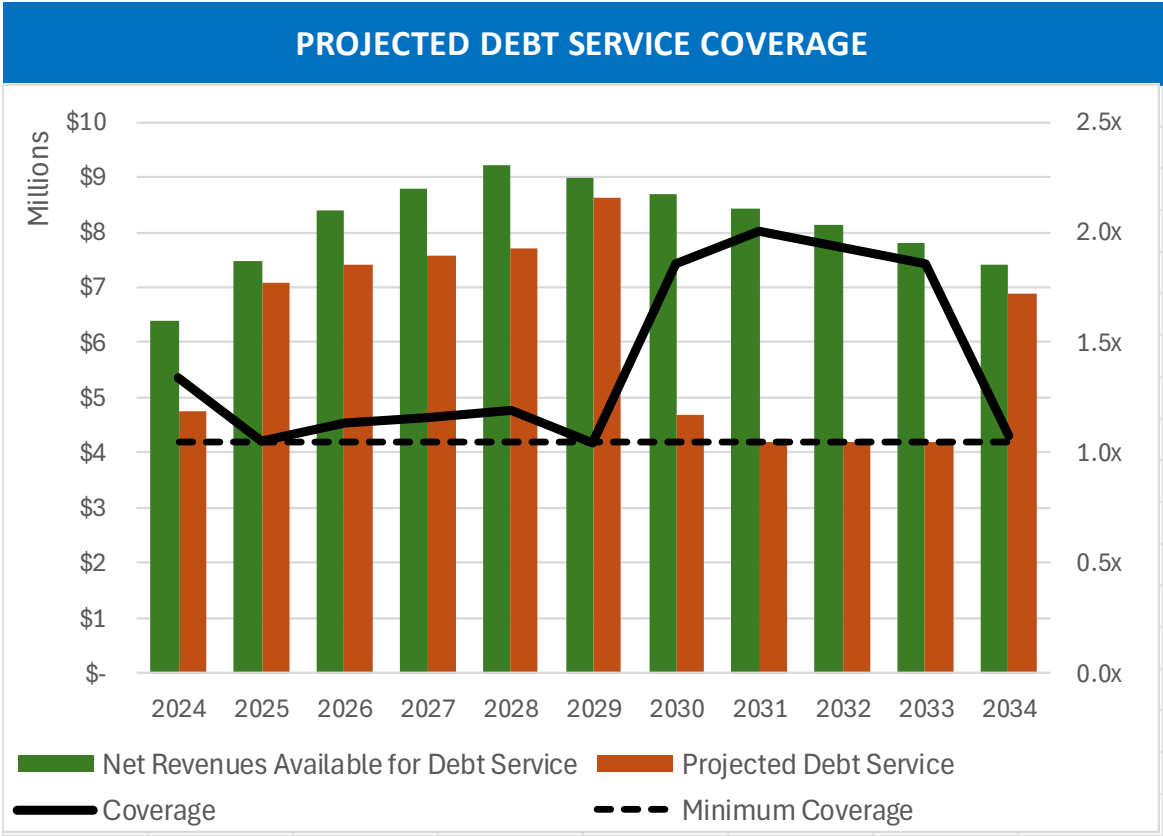


The Big Picture

- Outstanding debt service payments increase from \$4.8 million to \$8.6 million in 2029 but fall back to \$4.7 million in 2030.
- Operating expenditures are expected to increase between \$220,000 - \$360,000 annually over the planning period.
- Lift Station improvements will be completed by 2028.
- Nitrogen mandates and Lakeland Drive Sewer Main projects loom as significant unknowns.
- In order to maintain debt service coverage of at least 105% over the next five years, revenues will need to increase by the following amounts:

2025	2026	2027	2028
12.5%	10.0%	5.0%	5.0%

Projected Debt Coverage and Cash Balance



Projected User Fees

			2024	2025	2026	2027	2028
1	Administration (Billing) Charge		2.95	3.05	3.15	3.25	3.35
2	Utility Improvement Charge		4.00	4.50	4.95	5.20	5.46
3	Usage Charge (basic metered rate)						
	1 Unit = 1,000 Gallons						
	Usage 0-1,200 units		3.89	4.38	4.81	5.05	5.31
	Usage > 1,200 units		5.94	6.68	7.35	7.72	8.10
	1 Unit = 100 Cubic Feet						
	Usage 0-1,605 units		2.91	3.27	3.60	3.78	3.97
	Usage > 1,605 units		4.44	5.00	5.49	5.77	6.06
4	Meter Charge						
	5/8 inch		28.00	31.50	34.65	36.38	38.20
	3/4 inch		42.00	47.25	51.98	54.57	57.30
	1 inch		70.00	78.75	86.63	90.96	95.50
	1.5 inch		140.00	157.50	173.25	181.91	191.01
	2.0 inch		224.00	252.00	277.20	291.06	305.61
	3.0 inch		448.00	504.00	554.40	582.12	611.23
	4.0 inch		700.00	787.50	866.25	909.56	955.04
	6.0 inch		1,400.00	1,575.00	1,732.50	1,819.13	1,910.08

Projected User Fees

			2024	2025	2026	2027	2028
5	Surcharge						
	BOD & TSS charge per pound over 250 mg/l						
		250 mg/l - 299 mg/l	0.18	0.20	0.22	0.23	0.24
		300 mg/l- 399 mg/l	0.19	0.21	0.23	0.24	0.25
		400 mg/l- 499 mg/l	0.20	0.22	0.25	0.26	0.27
		500 mg/l - 599 mg/l	0.21	0.24	0.26	0.27	0.29
		600 mg/l - 699 mg/l	0.22	0.25	0.27	0.29	0.30
		over 700 mg/l	0.23	0.26	0.29	0.30	0.32
		TKN per pound over 40 mg/l*	0.74	0.83	0.91	0.96	1.00
		TP per pound over 5 mg/l*	1.38	1.55	1.71	1.79	1.88
6	Non-Metered Rates						
		Residential	67.10	75.49	83.04	87.19	91.55
		Commercial/Industrial**	110.21	123.99	136.39	143.20	150.37
		Eagle Lake	65.09	73.23	80.55	84.58	88.81
	* Note charges only apply when TKN & TP removal are in place						
	** Maximum charge; may be increased if City engineer determines that flow and/or strength of sewage to be more than the average C&I use						

Average User Bill

AVERAGE USER SUMMARY	2024	2025	2026	2027	2028
Average Residential User <i>(5/8" meter and 800 cu ft (5,984 gallons) per month</i>	\$58	\$65	\$72	\$75	\$79
Non-Metered Eagle Lake User <i>(1,000 cu ft (7,480 gal) per month and 1.5x residential meter charge)</i>	\$78	\$88	\$96	\$101	\$106
Gas Station <i>1" meter and 3,600 cu ft (26,928 gallons) per month</i>	\$182	\$204	\$224	\$236	\$247
Restaurant <i>1" meter and 7,500 cu ft (56,100 gallons) per month</i>	\$295	\$332	\$365	\$383	\$402
Retail User <i>2" meter and 50,000 cu ft (374,000 gallons) per month</i>	\$1,686	\$1,896	\$2,086	\$2,190	\$2,300
Industrial User <i>12 meters and 4,666,100 cu ft (34,902,500 gallons) per month</i>	\$239,448	\$269,379	\$296,317	\$311,133	\$326,689



Questions and Discussion





City Council Action Request

Council Meeting Date:	November 18, 2024	Agenda Item Number:	11.D.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Justin DeLeeuw, Public Works Director, Jared Voge, City Engineer
Item:	2022 Engineering Professional Services Amendment & Project No. 2503-D Preliminary Budget		

RECOMMENDED ACTION:

Adopt the resolution approving Amendment No. 3 to the 2022 Engineering Services Contract with Bolton and Menk, Inc. in the amount of \$305,000.

Adopt the resolution approving Project No. 2503-D preliminary budget in the amount of \$2,902,700.

OVERVIEW:

The City entered into an agreement with Bolton and Menk, Inc. for the engineering professional services for the 2022 Street Improvement Projects on September 7th, 2021. Part of Amendment No. 1 of the contract expanded the scope of services to include the Business Highway 71 Improvement Project and was approved by Council on November 15th, 2021. The location of the improvements being considered at that time extended from 13th Avenue NE to 26th Avenue NE/23rd Avenue NE. The fee authorized for the Business Highway 71 project with Amendment No. 1 was in the amount of \$153,445. Amendment No. 2 of the contract revised the scope of services for projects that have been completed.

The City was recently awarded \$1.5 million of Local Road Improvement Program (LRIP) grant funds for the mill and overlay/ADA improvements to Business Highway 71. The scope of improvements awarded with the grant extended the south limits of the project area to the 10th Street NE/Robbins Island entrance.

Amendment No. 3 expands the scope of services to include design and construction services for the additional project area, LRIP grant administration, and the completion of a traffic study for concerns regarding safety of pedestrians traveling along and crossing Business Highway 71. This increases the 2022 Engineering Services Contract by an additional \$305,000.

BUDGETARY/FISCAL ISSUES:

Summary of the 2022 Engineering Services Contract:

1. Original Contract = \$391,748
2. Amendment No. 1 = \$842,185
3. Amendment No. 2 = \$207,012
4. Amendment No. 3 = \$305,000
5. Total Amount (Original Contract + Amendments) = \$1,745,945

Summary of the Business Highway 71 Project portion of the 2022 Engineering Services Contract:

1. Current Contract = \$153,445
2. Proposed Contract Amendment = \$305,000
3. Total Contract Amount = \$458,445

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Contract Amendment No. 3 Bolton & Menk 2022 Street Improvement Projects
2. Business 71 Design-Construction Amendment Memorandum
3. PRELIMINARY BUDGET - 2503-D

Resolution No. ____

**A RESOLUTION ACCEPTING CONTRACT AMENDMENT NO. 3 WITH BOLTON AND MENK, INC.
FOR THE 2022 STREET AND OTHER IMPROVEMENTS PROFESSIONAL SERVICES CONTRACT.**

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 Mayor and City Administrator of the City of Willmar are hereby authorized to modify the contract for the 2022 Street and Other Improvements Professional Services Contract between the City of Willmar and Bolton and Menk, Inc. of Willmar, Minnesota by Contract Amendment No. 3 in the increased amount of \$305,000.

Dated this 18th day of November, 2024

Mayor

Attest:

City Clerk

MEMORANDUM

Date: November 13, 2024

To: Justin DeLeeuw
Public Works Director
City of Willmar

From: Joshua Halvorson, P.E.
Principal Engineer

Subject: Business Highway 71 Improvement Project
2022 Projects Amendment 3
City Project No.: 2203-B/2503-D
BMI Project No.: 0W1.126075

The City's proactive approach to improve the community has successfully obtained \$1.5 Million of Local Road Improvement Program (LRIP) grant funds for mill and overlay/ADA improvements to Business Highway 71. The location of the improvements included with the grant span from 10th Street NE/Robbins Island Park entrance to 26th Avenue NE/23rd Street NE. Design was previously completed for the north half of the project area as authorized by the 2022 Construction Projects Contract Amendment 1 dated November 16, 2021. Due to these scope changes, the professional services agreement will need to be amended to include the additional project area and the LRIP grant administration requirements. The proposed amendment also includes completing a traffic study on Business Highway 71 due to concerns regarding safety for pedestrians traveling along and crossing the Highway. The amended fee to complete the work included with the scope changes is \$305,000. The project area is shown on the enclosed **Figure 1**.

We recommend approving an amendment to the 2022 Construction Projects contract, expanding the scope of the professional services to include design and construction services for the additional project area, LRIP grant administration, and a traffic study. Pending approval we have provided the below summary of engineering services contract, scope of services, and preliminary schedule for the project:

Business Highway 71 Engineering Services Contract Summary:

1. Current Contract = \$153,445.00
2. Proposed Contract Amendment = \$305,000.00
3. Total Contract Amount = \$458,445.00

The fee breakdown of costs included with the current contract and the proposed amendment is as follows:

	1. Prelim. Design	2. Design	3. Bidding	4. Construction Services	5. Project Close-Out	6. Project Management	Subtotals	Total
Current	\$44,495	\$41,005	\$5,040	\$46,585	\$3,905	\$12,415	\$153,445	\$458,445
Amendment	\$82,000	\$78,000	\$6,900	\$107,000	\$3,500	\$27,600	\$305,000	

Proposed preliminary schedule for completion of the major tasks outlined with this amendment is as follows:

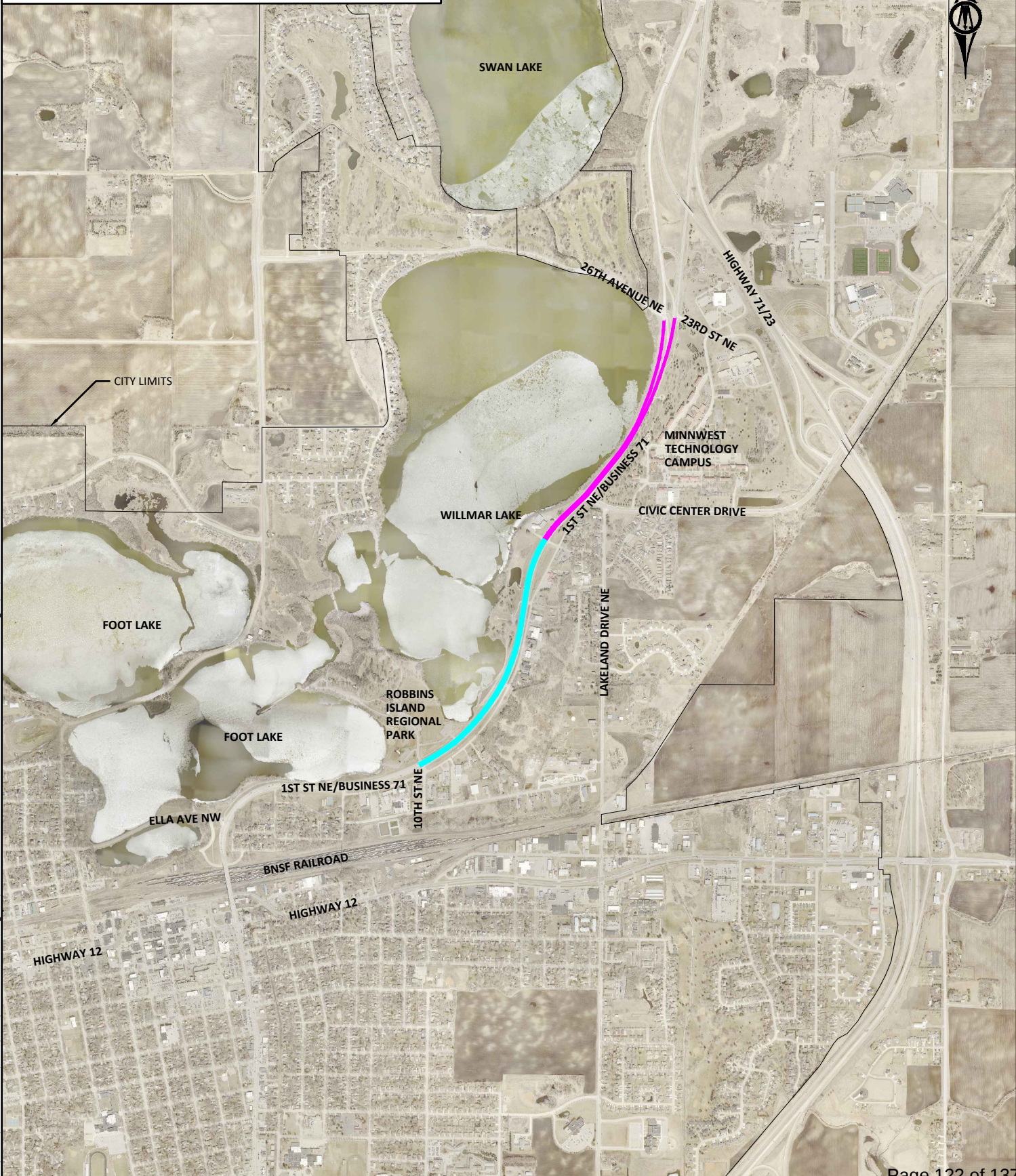
1. Preliminary Design (Including Traffic Study)	January 2025
2. Design	February 2025
3. Bidding	March 2025
4. Construction Services	December 2025
5. Project Close-Out	January 2026
6. Project Management	Ongoing



LEGEND:

CURRENT CONTRACT LOCATION

PROPOSED AMENDMENT LOCATION



H:\WILL\0W1129667\CAD\C3D\Business 71 LRIP Figure\FIGR-129667-BUS 71 LRIP AMENDMENT LOCATION.dwg 8/26/2024 3:08:25 PM

AMENDMENT NO. 3
CONSULTANT SERVICES CONTRACT
2022 CONSTRUCTION PROJECTS
RELATED SERVICES
EXECUTED NOVEMBER 18, 2024

This Contract amendment is made this 18th day of November, 2024, by and between the CITY and CONSULTANT.

WHEREAS, CITY requires additional professional services in conjunction with the Project; and

WHEREAS, CONSULTANT agrees to furnish the additional professional services required by CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree to amend the contract as follows:

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform the additional professional services described within the memorandum dated November 13, 2024, and attachments.

SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT \$305,000.00 for the services related to the Business Highway 71 Project set forth in this amendment resulting in a total amended 2022 Construction Projects contract amount of \$1,745,945.00.

SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this amendment the day and year first above written.

CONSULTANT

By: _____

(Signature)

Title: _____

Print Name: _____

Date: _____

CITY

By: _____

(Signature)

Title: _____ City Administrator

Print Name: _____ Leslie Valiant

Date: _____

By: _____

(Signature)

Title: _____ Mayor

Print Name: _____ Douglas Reese

Date: _____

RESOLUTION NO. _____
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2503-D BUSINESS HIGHWAY 71 MILL & OVERLAY / ADA IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$2,902,700

*Budget Amounts are Essential

Dated:

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners	_____
Community Investment /Levy	\$1,402,700
GRANT	\$1,500,000
MUC	_____
WTP	_____
LOST	_____
TOTAL	\$2,902,700

FINANCING

General	\$1,402,700
GRANT	\$1,500,000
MUC	\$0
WTP	\$0
LOST	_____
TOTAL	\$2,902,700

SUPPLIES

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

GRAND TOTAL **\$2,902,700**

Dated: _____

OTHER SERVICES

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$2,222,000
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$222,200
TOTAL	\$2,444,200

Mayor

Attest:

City Clerk

OTHER CHARGES

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	\$458,500
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	_____
TOTAL	\$458,500

GRAND TOTAL **\$2,902,700**



City Council Action Request

Council Meeting Date:	November 18, 2024	Agenda Item Number:	11.E.
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:	2025 Capital Improvement Program (CIP) and American Rescue Plan Act (ARPA)		

RECOMMENDED ACTION:

1. To approve a Resolution allocating and obligating the American Rescue Plan Act (ARPA) Funds
2. Motion to approve identified 2025 CIP Projects

OVERVIEW:

American Rescue Plan Act (ARPA)

By 2022, the City of Willmar had received a total of \$2,171,328.78 in American Rescue Plan Act (ARPA) funds. Over the last two years, the City Council has approved approximately \$1,916,822.55 through a variety of projects and programs consisting of mental health assessments, technology upgrades, including software, doors, cameras, child care, turnout gear, water infrastructure, airport updates, building air exchanger, park improvements; including playground equipment, court resurfacing, and bike and trail master planning.

Per Federal Government requirements, approximately \$254,506.23 remains to be allocated and obligated with an agreement, contract, or purchase order by December 31, 2024.

Eligible Expenses include:

The City of Willmar's five-year agreement with Tyler Technology with annual expenses of approximately \$156,000 plus implementation costs is expected throughout 2025.

The City of Willmar has also previously identified \$150,000 of ARPA funds to potentially be used for housing.

The City of Willmar Parks and Recreation Department has a remaining balance of \$87,011.31 for playground equipment.

These identified projects total \$393,011.31. The City Council must identify a project or projects to be obligated to ARPA before the end of the year.

Staff recommends using the remaining ARPA Funds for Tyler Technology in 2025 and 2026.

Capital Improvement Program (CIP)

Identified in the 2025 Operating Budget is \$450,000 to be transferred to the Capital Improvement Program Fund (450). Previously identified projects totaled approximately \$2.1 million. Acknowledging the gap in funds, staff recommends, the following projects to be appropriated for funding in the 2025 CIP.

Parks and Recreation, Civic Center Doors	\$80,000
Public Works Department, Sno Go attachment	\$245,000
Police Department, Squad Vehicle (2)	\$120,000
Airport, Runway 13/31 Edge Lighting Design	\$5,000
Total	\$450,000

BUDGETARY/FISCAL ISSUES:

Fund 219, American Rescue Plan Act (ARPA) - \$254,506.23

ALTERNATIVES TO CONSIDER:

Table the Resolution to allocate and obligate American Rescue Plan Act (ARPA) funds

ATTACHMENTS:

1. Resolution 2024_ARPA

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE ALLOCATION OF
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS.**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar that the _____ in the amount of \$_____ is accepted.

BE IT FURTHER RESOLVED THAT the City Council of the City of Willmar authorize the use of American Rescue Plan Act (ARPA) funds for this one-time purchase for long-lasting improvements to city infrastructure.

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

Dated this 18th day of November 2024

MAYOR

Attest:

CITY CLERK



City Council Action Request

Council Meeting Date:	November 18, 2024	Agenda Item Number:	11.F.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Mike Holme
Item:	Consider Authorization of a Request for Proposals for Criminal Prosecution Services		

RECOMMENDED ACTION:

To approve the release of a Request for Proposal (RFP) for Criminal Prosecution Services.

OVERVIEW:

The City of Willmar currently contracts with Anderson Law Office for prosecution services. This agreement expires at the end of the year. Staff have received inquiries from local law firms regarding this contract. Staff are requesting authorization to release a request for proposal (RFP).

This RFP would seek to identify a service provider that can deliver high-quality legal expertise in prosecuting criminal cases on behalf of the City of Willmar, ensuring compliance with all relevant laws and maintaining the integrity of the criminal justice process.

Justification for Recommendation:

- **Cost Efficiency:** The RFP will allow the City of Willmar to assess pricing through an open and competitive bidding process, which may yield cost savings over current expenditures.
- **Quality and Expertise:** An RFP allows the City of Willmar to evaluate potential service providers based on their legal expertise, track record, and capacity to handle complex criminal cases.
- **Compliance and Accountability:** Releasing an RFP ensures a transparent and accountable process that aligns with procurement regulations and best practices.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Anderson Law Office - Prosecutor Legal Services

RESOLUTION NO. 2022-002

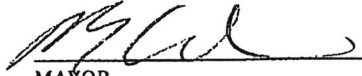
APPROVING AGREEMENT WITH ANDERSON LAW OFFICES, PLLC

Motion By: Fagerlie

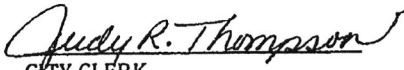
Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar to approve an agreement with Anderson Law Offices, PLLC to provide prosecution legal services for 2022-2024 and authorize the Mayor and City Administrator to sign on behalf of the City.

Dated this 3rd of January, 2022


MAYOR

Attest:


CITY CLERK

CONTRACT FOR CITY PROSECUTOR LEGAL SERVICES

THIS AGREEMENT is made and entered by and between the CITY OF WILLMAR, a municipal corporation of the State of Minnesota (hereinafter "CITY"), and ANDERSON LAW OFFICES, PLLC (hereinafter "FIRM").

WITNESSETH

WHEREAS, CITY and FIRM have a for the FIRM to provide prosecution legal services and civil enforcement of CITY's local ordinances; and

WHEREAS, the above-noted contract and addendum between CITY and FIRM will expire on December 31, 2021; and

WHEREAS, CITY has an ongoing need for the professional criminal prosecution legal services and civil enforcement of CITY's local ordinances with the particular training, ability, knowledge and experience possessed by FIRM; and

WHEREAS, CITY has determined that FIRM remains qualified and capable of performing criminal prosecution legal services and civil enforcement of CITY's local ordinances.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **CITY PROSECUTOR APPOINTMENT:** CITY appoints FIRM as City Criminal Prosecutor with Thomas M. Anderson acting as lead criminal prosecution legal counsel for CITY. Thomas M. Anderson, and his designees, as the designated and appointed City Criminal Prosecutor, will perform, supervise and be responsible to CITY for the criminal prosecution legal services and civil enforcement of CITY's local ordinances provided to CITY by FIRM.
2. **AUTHORIZED CITY CONTACT PERSONS:** The City Administrator and the Chief of Police or his/her designated representative shall be the primary contact person between CITY and FIRM.
3. **COUNCIL, STAFF AND OTHER MEETINGS:** The City Criminal Prosecutor or his designated representative shall attend certain City Council, staff or other meetings at the request of CITY.
4. **COMMUNICATION:** FIRM and CITY will establish a regular communication process between the Criminal Prosecutor and the City Administrator/Chief of Police in order to communicate issues and discuss resolution of such issues.

5. LEGAL SERVICES TO BE PROVIDED: FIRM will provide criminal prosecution legal services to CITY including, but not limited to prosecution of all ordinance violations, petty misdemeanors, misdemeanors and gross misdemeanors, which by law are the responsibility of the City of prosecute. FIRM shall also represent CITY in all forfeiture proceedings arising out of criminal cases that FIRM is prosecuting for CITY. FIRM shall also represent CITY in all appeals to the Minnesota Court of Appeals and Minnesota Supreme Court arising out of cases prosecuted by FIRM. FIRM shall provide criminal legal consultation to the Willmar Police Department as requested, including training sessions. Consultation to the Willmar Police Department shall be available 24/7. FIRM shall be responsible for providing, at FIRM's expense, competent criminal legal counsel to provide all of the above services to CITY when Thomas M. Anderson or his designees are out of town or otherwise unavailable, or when FIRM has a conflict of interest.

In addition to all prosecutorial services outlined above, FIRM will provide limited civil legal services to CITY to the extent necessary to administratively or civilly enforce local ordinances including, but not limited to the enforcement of zoning violations at the request of the CITY's Administrator or Mayor.

6. COMPENSATION, BILLING AND PAYMENT PROCEDURES:

- 6.1. Rates. The following shall be the applicable fee to be billed by FIRM and paid by CITY for criminal prosecution legal services:

For the period January 1, 2022 through December 31, 2022	\$18,000.00/mo.
For the period January 1, 2023 through December 31, 2023	\$19,000.00/mo.
For the period January 1, 2024 through December 31, 2024	\$20,000.00/mo.

The hourly rate for FIRM in performing civil or administrative work on behalf of CITY is \$125.00 per hour.

- 6.2. Expenses. Unless otherwise provided herein, in addition to the applicable fees for services rendered to CITY by FIRM, CITY shall also reimburse FIRM for the following expenses FIRM incurs in performing criminal prosecution legal services and civil enforcement of CITY's local ordinances pursuant to the following schedule:

Mileage.....	Applicable I.R.S. rate
Photocopies.....	11 cents per page
Fax.....	15 cents per page
Westlaw/Lexis.....	Actual cost
Court fees.....	Actual cost
Subpoena fees.....	Actual cost
Postage.....	Actual cost
Long distance.....	Actual cost
Criminal Law Handbook.....	Actual cost/one per calendar year

Criminal Justice Seminar.....	Actual cost/one per calendar year
Interpreters.....	Actual cost
Software and other expenses incurred by FIRM to enable FIRM to eCharge complaints which software and services CITY shall have the right to provide through its own IT Department.....	Actual cost
Witness/Expert Witness Fees.....	Actual cost
Other expenses incurred after receiving approval of CITY.....	Actual cost

The total annual amount of reimbursement for these expenses shall not exceed \$10,000.

The income received by FIRM from the sale of forfeited vehicles and other forfeited property resulting from criminal cases prosecuted by FIRM shall be in addition to the amount of reimbursement stated in this paragraph. Once FIRM has reached the cap on expenses stated in this paragraph, FIRM shall apply forfeiture proceeds to the expenses enumerated in this paragraph before seeking any additional reimbursement from CITY. If the amount of forfeiture proceeds received by firm shall exceed the reimbursable expenses incurred by FIRM that are in excess of the cap amount to be paid by CITY in any year of this Agreement, the FIRM is allowed to apply such excess to any of FIRM's other expenses that are allowed to be paid out of forfeiture funds in accordance with Minnesota Statute § 169A.63, Subd. 10.

6.3. Billing Procedure. CITY shall pay FIRM for the services rendered by FIRM to CITY and expenses incurred on a monthly basis in accordance with this Agreement. FIRM will submit monthly bills to CITY for services rendered in the prior month in addition to expenses incurred to the date of billing. Bills will include statements itemizing the reimbursable expenses. CITY will pay the bill of FIRM within thirty (30) days or less of its receipt by CITY.

6.4. Disputes. In the event that CITY disputes any aspect of FIRM's bill, the City Administrator shall contact Thomas M. Anderson at FIRM stating the nature of the dispute. The parties pledge their mutual good faith in resolving any disputes. The amount in dispute shall be held in suspension until such time as the dispute is resolved. The amount held in dispute shall not accrue interest.

6.5. Interest. Because CITY will be paying FIRM's bills within thirty (30) days from their receipt, no interest will be charged.

7. TERM AND TERMINATION: This Agreement shall commence January 1, 2022, or later as directed by CITY and shall continue in effect until such time as either party

terminates this Agreement. This Agreement may be terminated by CITY at any time or by FIRM upon ninety (90) days written notice, provided however, that FIRM's termination of this Agreement shall be governed by Rule 1.16 of the Minnesota Rules of Professional Conduct. CITY shall pay FIRM for the work performed prior to the effective date of termination based upon the payment terms of this Agreement. On or about December 31 of each year, the parties may at their option mutually evaluate the usage of criminal prosecution legal services and civil enforcement of CITY's local ordinances during the prior year of this Agreement in order to evaluate usage and identify areas where modification in the parties' relationship may be mutually beneficial.

8. NOTICE: Any notices required under the provisions of this Agreement shall be in writing and sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, as follows:

8.1. Notice to CITY shall be mailed or delivered to City Administrator, City of Willmar, 333 SW 6th Street, P.O. Box 755, Willmar, MN 56201.

8.2. Notice to FIRM shall be delivered to Thomas M. Anderson, Anderson Law Offices, PLLC, 1001 South First Street, Suite C, P.O. Box 1123, Willmar, MN 56201.

9. STATUS OF FIRM AS INDEPENDENT CONTRACTOR: FIRM shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for in this Agreement. No statement contained in this Agreement shall be construed so as to find FIRM to be an employee of CITY. FIRM 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. FIRM acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due FIRM and that it is FIRM's sole obligation to comply with the applicable provisions of all federal and state tax laws. FIRM shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. FIRM is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

10. DATA PRACTICES: All data collected, created, received, maintained or disseminated for any purposes by the activities of FIRM because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. This paragraph does not create a duty or any obligation on the part of FIRM to provide access to public data to the public for inspection or otherwise if the public data are available from CITY.

11. AUDITS: Pursuant to Minn. Stat. §§ 6.551 and 16C.05, Subd. 5, FIRM agrees that CITY, the State Auditor or any of their duly authorized representatives, may examine

any books, records, documents and the accounting practices and procedures of FIRM. If either CITY or FIRM requests that the State Auditor conduct such an examination, then CITY shall be liable for the costs of the examination unless such examination discloses irregularities on the part of FIRM in which case FIRM shall pay for the examination.

12. INDEMNIFICATION AND INSURANCE: FIRM agrees it will defend, indemnify and hold harmless CITY, its officers and employees against any and all liability, loss, costs, damages and expenses which CITY, its officers or employees may hereafter sustain, incur, or be required to pay arising out of FIRM's negligence related to performance of this Agreement. FIRM further agrees that in order to protect itself as well as CITY under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force lawyers professional liability insurance with a coverage amount of not less than \$1,000,000.00 per claim.

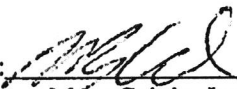
CITY agrees it will defend, indemnify and hold harmless FIRM, its officers and employees against any and all liability, loss, costs, damages and expenses which FIRM, its officers or employees may hereafter sustain, incur, or be required to pay arising out of CITY's negligence related to performance of this Agreement.

13. CONFLICTS OF INTEREST: FIRM shall use its best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety in representation of CITY. It is the intent of FIRM to refrain from handling legal matters for any other person or entity that may pose a conflict of interest. FIRM agrees not to provide criminal defense services to any person or entity whose case is venued in Kandiyohi County.
14. ATTORNEY-CLIENT PRIVILEGE: FIRM is authorized to utilize email without encryption to transmit and receive confidential client information and to use cellular telephones and other wireless devices for the same purposes. CITY specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.
15. FORCE MAJEURE: Each party shall be excused from any breach of this Agreement which is proximately caused by war, strike, act of God or other similar circumstance normally deemed outside the control of well-managed businesses.
16. GOVERNING LAW: This Agreement is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
17. HEADINGS AND CAPTIONS: Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement.
18. ENTIRE AGREEMENT: This Agreement contains the entire Agreement for legal services between the parties hereto. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

19. MODIFICATION: Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties hereto.
20. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
21. CITY APPROVAL: The City Council has approved FIRM's retainer to provide legal services for CITY during the term of this Agreement. The signing of this Agreement will be ministerial and the FIRM is authorized to commence performing services on January 1, 2022, or as soon as directed by CITY.
22. AGREEMENT NOT ASSIGNABLE. Except relating to conflicts of interest and except when Thomas M. Anderson is out of town or otherwise unavailable to provide criminal prosecution legal services, the rights and obligations created by this Agreement may not be assigned by either party.
23. WORK PRODUCTS. All records, information, materials and other work products prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the CITY.

IN WITNESS WHEREOF, CITY and FIRM have executed this Agreement and it is effective on the latest date affixed to the signatures hereto.

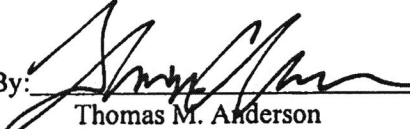
CITY OF WILLMAR

By: 
Marv Calvin, Its Mayor

By: 
Leslie Valiant,
Its City Administrator

Date: 1/4/2022

ANDERSON LAW OFFICES

By: 
Thomas M. Anderson

Date: 1/6/2022