



WILLMAR CITY COUNCIL MEETING

MONDAY, DECEMBER 2, 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 18, 2024
- B. City Council Work Session Minutes of November 26, 2024
- C. Municipal Utilities Commission Meeting Minutes of November 25, 2024
- D. Parks and Recreation Board Minutes of October 14, 2024
- E. Approving Pursuit of Transportation Alternatives Grant Program and Active Transportation Funding
- F. Legal Services Rates for 2025
- G. Accounts Payable Report, 11/14/24 - 11/26/24
- H. 2025 Improvement Projects Intent to Reimburse

Information:

- I. Monthly Building Report_November 2024
7. Approve Consent Agenda Items
8. Items Removed from Consent Agenda
9. Open Forum (Individuals Limited to Three (3) Minutes)
10. Public Hearing:
 - A. Truth in Taxation Hearing
 - B. Ordinance Amending Sanitary Sewer Rates 2025 through 2029
11. Regular Business
 - A. JOTS Purchase Agreement Amendments

B. Amendment to CURA purchase agreement

12. "Community Pride" Announcements

13. Adjourn

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

November 18, 2024
6:30 PM

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

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Interim Police Chief Michael Holme, 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.

There were no additions or deletions to the agenda.

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

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 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. Approve **Resolution No. 2024-139** Deferred Special Assessments for Senior Citizens, Disabled, Hardship, or Active Military

- I. Approve **Resolution No. 2024-140** 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

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

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

Noes None

Regular Business

A. **2025 Improvement Project - Professional Services Agreement & Preliminary Budgets**

Public Works Director Justin DeLeeuw provided information about the 2025 Improvement Project and asked Council to approve the preliminary budget for the 2025 projects and adopt a resolution entering into an agreement with Bolton and Menk, Inc. Council Member Shuldes moved to **Adopt Preliminary budget Resolution No. 2024-142 for Project No. 2501-A, Resolution No. 2024-143 for Project No. B2503-B, Resolution No. 2024-144 for Project No. 2503-C, Resolution No. 2024-145 for Project No. 2503-E, Resolution No. 2024-146 for Project No. 2504-B and Resolution No. 2024-147 for Project No. 2508**. 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

Council Member Davis moved to adopt **Resolution No. 2024-141 approving the Professional Services Agreement with Bolton and Menk, Inc. for the 2025 Improvement Projects Design and Construction Services in the amount of \$463,118**. 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

B. 2026 Improvement Projects- Professional Services Agreement & Preliminary Budgets

Public Works Director Justin DeLeeuw provided information about the 2026 Improvement Project and asked Council to approve the preliminary budget for the 2026 projects and adopt a resolution entering into an agreement with Bolton and Menk, Inc. Council Member Davis moved to **Adopt Preliminary budget Resolution No. 2024-149 for Project 2501-B, Resolution No. 2024-150 for Project 2601-B and Resolution No. 2024-151 for Project 2608.** Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Noes None

Council Member Asmus moved to adopt **Resolution No. 2024-148 approving the Professional Services Agreement with Bolton and Menk, Inc. for the 2026 Improvement Projects Design and Construction Services in the amount of \$631,890.** Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Noes None

C. Wastewater Rate Study presentation and Introduction of an Ordinance amending Sanitary Sewer Rates

Public Works Director Justin DeLeeuw provided an overview of the proposed Ordinance to amend the Sanitary Sewer Rates, called for a public hearing to be set and requested to publish the Ordinance by Summary. He then introduced Doug Green from Baker Tilly who presented the results of the wastewater study. Council Member Ask moved to **Set a Public Hearing for the Ordinance amending Sanitary Sewer Rates for December 2, 2024 at 6:30 pm.** 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

Council Member Ask motioned to **Approve the Publication of the Ordinance by Summary.** 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

D. 2022 Engineering Professional Services Amendment & Project No. 2503-D Preliminary Budget

Public Works Director Justin DeLeeuw asked the Council to amend the 2022 Engineering Services Contract for Project 2503-D with Bolton and Menk. Council Member Asmus made a motion to **Adopt Resolution No. 2024-152 approving Amendment No. 3 to the 2022 Engineering Services Contract with Bolton and Menk, Inc. in the amount of \$305,000.** Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Council Member Fagerlie moved to **Adopt Resolution No. 2024-153 approving Project No. 2503-D preliminary budget in the amount of \$2,902,700.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

E. 2025 Capital Improvement Program (CIP) and American Rescue Plan Act (ARPA)

City Operations Director Kyle Box informed the Council of the remaining balance of American Rescue Plan Act (ARPA) funds that need to be allocated by December 31, 2024 and presented capital improvement options for how those funds could be used. The three options presented were 1.) to delegate the funds to Tyler Technologies, 2.) housing and/or 3.) playground equipment. Director Box indicated that staff recommends using the remaining ARPA funds for Tyler Technology in 2025 and 2026 and stated that if not allocated by the end of the year, the money would have to go back to the state and suggested that there should be a work session scheduled to address concerns. No action was taken by the Council.

F. Consider Authorization of a Request for Proposals for Criminal Prosecution Services

Interim Police Chief Holme asked the Council to approve the release of a Request for Proposal (RFP) for Criminal Prosecution Services. Council Member Asmus made the motion to **Authorize the Release of a Request for Proposals for Criminal Prosecution Services.** Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Council Member Nelsen asked to set a work session for Tuesday, November 26, 2024 @ 6:30 p.m. Through discussion, Council agreed that they should have the work session.

At 7:35 p.m. Council Member Butterfield moved to **Adjourn** the meeting. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 2024-139

A RESOLUTION CERTIFYING DEFERRED SPECIAL ASSESSMENTS

Motion By: Ask Second By: Shuldes

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
ERICKSON'S SUBD. OF BLOCK 4

\$11,515.00

Dated this 18th day of November, 2024

Attest:

/S/ Douglas E. Reese
MAYOR

/S/Vernae Larsen
CITY CLERK

RESOLUTION NO. 2024-140

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

Motion By: Ask Second By: Shuldes

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

/S/ Douglas E. Reese
MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK

Resolution No. 2024-141

A RESOLUTION AWARDDING 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: Shuldes Second By: Asmus

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

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2024-142
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2501-A 20TH STREET SE & 2ND AVENUE SE IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$659,100
 *Budget Amounts are Essential

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

SUPPLIES

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

FINANCING

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

GRAND TOTAL **\$659,100**

Dated: November 18, 2024


 Mayor

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

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. 2024-143
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2503-B STREET IMPROVEMENT PROJECT WEST
ESTIMATED TOTAL COST \$2,069,400
*Budget Amounts are Essential

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

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

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**

RECEIVABLES

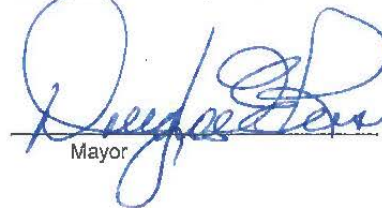
Assessments Prop Owners	\$1,222,400
Community Investment /Levy	\$847,000
MSA	_____
MUC	_____
WTP	_____
LOST	_____
TOTAL	\$2,069,400

FINANCING

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

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

Dated: November 18, 2024


Mayor

Attest:


City Clerk

RESOLUTION NO. 2024-144
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2503-C TECHNOLOGY DRIVE STREET IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$540,200
 *Budget Amounts are Essential

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

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

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**

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: November 18, 2024


 Mayor

Attest:


 City Clerk

RESOLUTION NO. 2024-145
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2503-E MILL & OVERLAY IMPROVEMENT PROJECT (COUNTY)
ESTIMATED TOTAL COST \$418,200

*Budget Amounts are Essential

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

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

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**

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: November 18, 2024


Mayor

Attest:


City Clerk

RESOLUTION NO. 2024-146
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2504-B PATH IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$1,224,900
*Budget Amounts are Essential

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

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

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**

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: November 18, 2024


Mayor

Attest:


City Clerk

RESOLUTION NO. 2024-147
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2508: 2025 SEAL COAT IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$334,100
 *Budget Amounts are Essential

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

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

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

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: November 18, 2024


 Mayor

Attest:


 City Clerk

Resolution No. 2024-148

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: Davis Second By: Ask

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

/S/ Douglas E. Reese

Mayor

Attest:

/S/Vernae Larsen

City Clerk

RESOLUTION NO. 2024-149
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET
2501-B 4TH STREET SW IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$5,823,400
*Budget Amounts are Essential

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

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

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**

RECEIVABLES

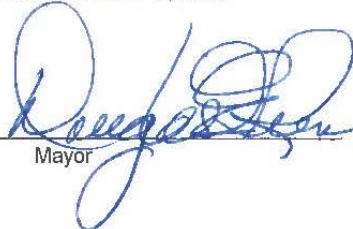
Assessments Prop Owners	\$694,200
Community Investment /Levy	\$3,117,300
MSA	
MUC	\$844,400
WTP	\$1,167,500
LOST	
TOTAL	\$5,823,400

FINANCING

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

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

Dated: November 18, 2024


Mayor

Attest:


City Clerk

RESOLUTION NO. 2024-150
PRELIMINARY 2026 STREET IMPROVEMENTS BUDGET
2601-B 16TH STREET SW IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$2,833,700
*Budget Amounts are Essential

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

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

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**

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: November 18, 2024


Mayor

Attest:


City Clerk

RESOLUTION NO. 2024-151
PRELIMINARY 2026 STREET IMPROVEMENTS BUDGET
2608: 2026 SEAL COAT IMPROVEMENT PROJECT
ESTIMATED TOTAL COST \$245,100
*Budget Amounts are Essential

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

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

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**

RECEIVABLES

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

TOTAL **\$245,100**

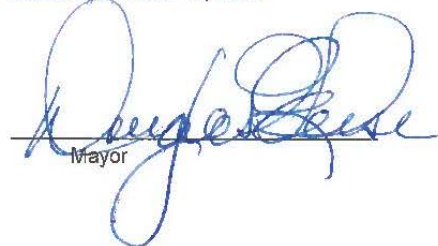
FINANCING

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

TOTAL **\$245,100**

GRAND TOTAL **\$245,100**

Dated: November 18, 2024


Mayor

Attest:


City Clerk

Resolution No. 2024-152

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

Motion By: Asmus Second By: Butterfield

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

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2024-153
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

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

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.	\$2,222,000
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$222,200
TOTAL	\$2,444,200

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**

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

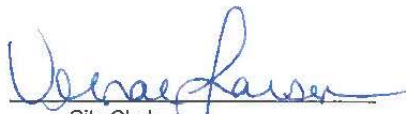
GRAND TOTAL **\$2,902,700**

Dated: November 18, 2024



Mayor

Attest:



City Clerk



City Council Action Request

Council Meeting Date:	December 2, 2024	Agenda Item Number:	6.B.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	City Council Work Session Minutes of November 26, 2024		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 11.26.24 Minutes

WILLMAR CITY COUNCIL WORK SESSION
HEALTH AND HUMAN SERVICE BUILDING
2200 23RD ST NE #1020
WILLMAR, MN 56201

November 26, 2024
6:30 PM

The work session 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, Thomas Butterfield, Julie Asmus, and Rick Fagerlie. Present 8, Absent 1. Council Member Michael O'Brien was excused from the meeting.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Interim Police Chief Michael Holme, Fire Chief Frank Hanson, Finance Director Tom Odens, Parks and Recreation Director Rob Baumgarn, Planning and Development Director Christopher Corbett, Public Works Director Justin DeLeeuw, Information Systems Coordinator Jonah Johnson and Director of Community Growth Pablo Obregon.

Council Member Ask moved to approve the **Agenda**. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Mayor Reese invited Tony Freiburg -to speak on behalf of the HRA

A. **Review American Rescue Plan Act (ARPA)**

Operations Director Kyle Box presented options for how the remaining ARPA funds could be spent.

B. **Review Capital Improvement Plan 2025**

Finance Director Tom Odens presented the proposed Capital Improvement Plan and went over each line item.

C. **Review 2025 Budget**

Finance Director Tom Odens presented the proposed 2025 Budget and went over each line item. There was much discussion regarding lack of funds for projects.

At 9:31 PM, Council Member Shuldes moved to **Adjourn** the meeting. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield

Noes None

MAYOR

Attest:

CITY CLERK



City Council Action Request

Council Meeting Date:	December 2, 2024	Agenda Item Number:	6.C.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Municipal Utilities Commission Meeting Minutes of November 25, 2024		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 24.11.25 MUC Meeting Minutes

WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – November 25, 2024

11:45 am – WMU Auditorium

The Municipal Utilities Commission (MUC) met in its regular meeting scheduled Monday, November 25, 2024, at 11:45 am in the WMU Auditorium with the following Commissioners present: Shawn Mueske, John Kennedy III, Dave Baumgart, Terrill Sieck, Carol Laumer, and Patricia Elizondo (arrived at 11:48 am). Absent was Commissioner Bruce DeBlieck.

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

The meeting opened with the recitation of the Pledge of Allegiance. Commission President Mueske inquired if any changes to the agenda were necessary. Following further review and discussion, Commissioner Kennedy offered a resolution to approve the consent agenda as presented. Commissioner Baumgart seconded.

RESOLUTION NO. 42

“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: November 12, 2024 MUC Meeting; and,
- ❖ Bills represented by vouchers No. 20241690 to No. 20241741 and associated wire transfers inclusive in the amount of \$2,197,075.55.

Dated this 25th day of November, 2024.

President

Attest:

Secretary

The foregoing resolution was adopted by a vote of five ayes and zero nays (MUC Elizondo arrived at this time).

Facilities & Maintenance Supervisor Marti presented a status update of the 2024 WMU Strategic Plan, which was originally approved by the Commission on May 28, 2024. The plan outlines strategic actions designed to meet the priorities established by the Commission, along with the teams and timelines assigned to achieve these goals. Marti's update reflected the progress made to date in implementing the strategic actions as outlined in the plan.

The WMU Negotiating Committee convened on November 18, 2024, to continue discussions regarding the General Manager position. Commissioner Elizondo reported to the Commission that the Committee recommended offering the General Manager position to Staff Electrical Engineer Jeron Smith. Commissioner Baumgart made a motion to extend the offer, with Commissioner Kennedy seconded the motion. The motion was approved by a vote of five ayes, zero nays, and one abstention (Commissioner Laumer). Following the vote, Commissioner Mueske announced that the Negotiating Committee would prepare an offer for the General Manager position.

Interim General Manager Johnson presented the Commission with the 2025 WMU Consultant Listing. The annual list consists of consultants (along with project descriptions and costs) which are over \$10,000 and have been budgeted to be utilized for various projects throughout the year. It was noted that all projects requiring consulting services over \$10,000 not listed will be brought before the Commission for approval. Following a complete review

of the listing, Commissioner Laumer offered a resolution to approve the 2025 WMU Consultant Listing as presented. Commissioner Sieck seconded.

RESOLUTION NO. 43

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the 2025 WMU Consultant Listing be approved as presented."

Dated this 25th day of November, 2024.

President

Attest:

Secretary

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

Interim General Manager Johnson reviewed with the Commission two charts designed by MRES that describe various aspects of Willmar's energy consumption. The 2025 Environmental Footprint chart reflects the 2025 REC Order form submitted for WMU. This chart depicts the percentage of renewable and/or carbon-free energy provided to our retail customers in 2025.

The second chart illustrates WMU's power supply resource mix for 2023. This bar chart shows the energy that was generated to meet the needs of Willmar in 2023.

As a member of Missouri River Energy Services (MRES), the WMU is provided with a monthly update of the MRES and Western Minnesota Municipal Power Agency (WMPMA) Board of Directors meetings. The September and October 2024 monthly updates provide brief overviews of the topics discussed by the Boards and the actions taken.

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 will include the 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 Baumgart offered a motion to adjourn. Commissioner Kennedy seconded the motion, which carried by a vote of six ayes and zero nays. The meeting was adjourned at 12:15 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen, Executive Secretary

ATTEST:

Dave Baumgart, Secretary

PARKS AND RECREATION BOARD
October 16, 2024, 1:30PM
Willmar Civic Center-Community Room

Members Present: Jeff Newberg, Steve Tammen, Alissa Norsten
Al Setrum, Chloe Quinn, Doug Doering
Staff Present: Rob Baumgarn, Rachel Centellas, Anita Nelson,
Curt Hein
Council Members Present: Carl Shuldes

Chloe called the meeting to order and took roll call. She asked for any additions or deletions to the agenda. There was one, add Christopher Corbet and the comprehensive plan.

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

There were no public comments.

The first item of discussion was the DNR fishing platform update. The council approved the Robbins Island fishing platforms. This will cost between 8 and \$9,000, but all costs will be reimbursed by the DNR. There will be 3 or 4 platforms depending on the locations and will be done this spring. A trail will need to be created to make the platforms accessible.

Rob gave an update on the trailhead project. This has also been approved by council. The glacial lakes trailhead will be getting a sheltered restroom, which will include a single stall, green flush system bathroom. Discussion was had on the layout and style of the trailhead updates.

The next item of discussion was the facility and participation fees. Rob explained that he will need to have his fee schedule in by the end of the year and wants the boards input on the participation and facility fees. The board should look it over and be ready to discuss more in the November meeting.

Board recruitment was discussed. 2 board members will be going off in December, Kent and Chloe. The board will need 2 new board members as well as a Chair and Co-Chair.

Anita gave her coordinators report. She talked about how her fall programs are starting. Rec hockey just had their evaluations, volleyball, wrestling, basketball and cardinal athletes will be starting soon. Gymnastics has just ended, and she is trying to figure a way out on how more gymnastics can be offered. The DOAC is completely shut down for the season. Pickleball has started to move into the REC Center.

Christopher Corbett gave an updated on the Comprehensive Willmar plan. He has been working on updating the plan for city growth opportunities as well as a land use map. He would like to add in parks and make sure all departments are communicating about the plan.

There were no board announcements.

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



City Council Action Request

Council Meeting Date:	December 2, 2024	Agenda Item Number:	6.E.
Agenda Section:	Consent Items	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Approving Pursuit of Transportation Alternatives Grant Program and Active Transportation Funding		

RECOMMENDED ACTION:

Adopt the resolution approving the pursuit of Transportation Alternatives Grant program funding for the Lakeland Drive Path Project No. 2504-B.

Adopt the resolution approving the pursuit of Active Transportation Funding for the Lakeland Drive Path Project No. 2504-B.

OVERVIEW:

The enclosed resolutions are required as part of the funding solicitation process for Transportation Alternatives and Active Transportation funding.

BUDGETARY/FISCAL ISSUES:

Grant funding monies are proposed as potential funding sources for the Lakeland Drive path project.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 2024 TAP Resolution
2. 2024 AT Resolution

RESOLUTION NO. 24-____

**A RESOLUTION AUTHORIZING THE PURSUIT OF TRANSPORTATION ALTERNATIVES GRANT
PROGRAM FUNDING FOR THE LAKELAND DRIVE PATH PROJECT**

Motion By: _____ Seconded By: _____

Whereas the Minnesota Department of Transportation' Transportation Alternatives Program (TAP) makes federal funding for non-motorized infrastructure available to applicants across Greater Minnesota;

Whereas in this funding cycle the MnDOT's Greater MN Area Transportation Partnerships (ATPS) will award \$12.45 million in funding to selected projects in Greater Minnesota that will effectively expand multimodal transportation;

Whereas TAP funds are federal funds eligible for use on construction and design costs while the applicant will be responsible for providing a 20% local match;

Whereas existing bike and pedestrian infrastructure are fragmented, creating safety risk for users and discouraging alternatives transportation modes;

Whereas Lakeland Drive has several barriers to accessibility identified in Willmar's 2020 ADA Transition Plan that will be addressed by the Lakeland Drive Path Project;

Whereas the Lakeland Drive Path Project will expand multimodal access to critical employment centers downtown and on the Minnwest Technology Campus;

Whereas the Lakeland Drive Path Project will expand multimodal access to Willmar Senior High School for students ineligible to receive bus service along Lakeland Drive;

Whereas the City of Willmar is a state-aid city that is prepared to execute the grant agreement and ensure the proposed project meets all project milestones and deadlines;

Now, Therefore Be It Resolved, the Willmar City Council hereby approves the City of Willmar's pursuit of TAP funds for the Lakeland Drive Path Project;

Therefore, Be It Further Resolved, the City of Willmar is committed to the development and construction of the proposed project in a timeframe that supports grant agreement requirements;

Therefore, Be It Further Resolved, that the City of Willmar is committed to operating and maintaining all facilities constructed with TAP funding for the useful life of the project and to not change the use of the right of way without approval by the FHWA.

Dated this _____ day of _____, 2024.

Doug Reese, Mayor

Attest:

Vernae Larsen, City Clerk

RESOLUTION NO. 24-_____

**A RESOLUTION AUTHORIZING THE PURSUIT OF ACTIVE TRANSPORTATION FUNDING FOR THE
LAKELAND DRIVE PATH PROJECT**

Motion By: _____ Seconded By: _____

Whereas the Greater Minnesota Active Transportation (AT) Infrastructure Program provides grant funding for the construction of pedestrian and bicycle infrastructure projects that will improve transportation options and reduce vehicle miles traveled;

Whereas the program was established by the Minnesota Legislature in 2018 and is defined in Minnesota Statute 174.38;

Whereas in this funding cycle the Minnesota Department of Transportation will award \$12.5 million in state funding to selected projects in Greater Minnesota that will effectively address safety concerns, equity, and engage the community in project development;

Whereas AT funds are eligible for use on construction costs while the applicant will be responsible for financing ineligible costs including project design and engineering costs;

Whereas existing bike and pedestrian infrastructure are fragmented, creating safety risk for users and discouraging alternative transportation modes;

Whereas Lakeland Drive has several barriers to accessibility identified in Willmar's 2020 ADA Transition Plan that will be addressed by the Lakeland Drive Path Project;

Whereas the Lakeland Drive Path Project will expand multimodal access to critical employment centers downtown and on the Minnwest Technology Campus;

Whereas the City of Willmar is a state-aid city that is prepared to execute the grant agreement and ensure the proposed project meets all project milestones and deadlines;

Now, Therefore Be It Resolved, the Willmar City Council hereby approves the City of Willmar's pursuit of AT funds for the Lakeland Drive Path Project;

Therefore, Be It Further Resolved, the City of Willmar is committed to the development and construction of the proposed project in a timeframe that supports grant agreement requirements;

Dated this _____ day of _____, 2024.

Doug Reese, Mayor

Attest:

Vernae Larsen, City Clerk



City Council Action Request

Council Meeting Date:	December 2, 2024	Agenda Item Number:	6.F.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Legal Services Rates for 2025		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Flaherty & Hood Legal Services 2025

November 20, 2024

Ms. Leslie Valiant
City Administrator
City of Willmar
P.O. Box 755
Willmar, MN 56201-0755

VIA EMAIL AND U.S. MAIL
lvaliant@willmarmn.gov

Re: City of Willmar Legal Services

Dear Ms. Valiant:

Please find enclosed Flaherty & Hood, P.A.'s hourly rate schedule for providing legal services to the City of Willmar (the "City") for calendar year 2025. The rate schedule is effective January 1, 2025.

Also included is Flaherty & Hood, P.A.'s W-9 form for your accounting records. We have very much appreciated the opportunity to work with you and the City over the past year and look forward to continuing to provide legal services to the City in the upcoming year.

Should you have any questions or require additional information, please do not hesitate to contact me at (651) 225-8840 or via email at cmhood@flaherty-hood.com. Thank you.

Very truly yours,

FLAHERTY & HOOD, P.A.



Christopher M. Hood

CMH/sc

Encls.

cc: Shannon Strei via email only at finance@willmarmn.gov
Abby Ahrendt via email only at aahrendt@willmarmn.gov

**FLAHERTY & HOOD, P.A.
2025 HOURLY RATE SCHEDULE**

HOURLY FEES¹		2025
<i>General Municipal Matters</i> Advise and represent the government unit in civil legal matters not otherwise categorized as Labor and Employment, Environment, Real Estate, or Litigation matters.	Attorneys	\$200/hr.
	Paralegals	\$115/hr.
	Law Clerks	\$105/hr.
<i>Labor and Employment Matters</i> Advise and represent the government unit in labor relations and employment matters.	First 25 Hours	9/1/24–8/31/25
	Attorneys	\$165/hr.
	Analysts	\$140/hr.
	Paralegals	\$90/hr.
	Law Clerks	\$80/hr.
	Hours Over 25	9/1/24–8/31/25
	Attorneys	\$190/hr.
	Analysts	\$150/hr.
	Paralegals	\$100/hr.
	Law Clerks	\$90/hr.
<i>Environmental Matters</i> Advise and represent the government unit in environmental matters.	Attorneys	\$265/hr.
	Other Legal Staff	\$180/hr.
<i>Real Estate Matters</i> Advise and represent the government unit in real estate matters.	Attorneys	\$210/hr.
	Paralegals	\$120/hr.
	Law Clerks	\$110/hr.
<i>Litigation Matters</i> Advise and represent the government unit in contested matters, where no insurance coverage is otherwise available, including but not limited to: state or federal district court or appellate civil litigation; mediation; arbitration; administrative proceedings before state or federal agencies; and like proceedings.	Attorneys	\$220/hr.
	Paralegals	\$130/hr.
	Law Clerks	\$120/hr.
Minimum Increment of Time Billed for Services		15 min.

¹ Firm may utilize other professional staff at lower hourly rates as appropriate.



City Council Action Request

Council Meeting Date:	December 2, 2024	Agenda Item Number:	6.G.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Accounts Payable Report, 11/14/24 - 11/26/24		

RECOMMENDED ACTION:

Review and Approve Accounts Payable Listing

OVERVIEW:

Reduction of Departmental Budgets by amounts approved.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Vendor Payment History 11.14.24 - 11.26.24
2. EFT CK 561-563

Vendor Payment Listing



November 14, 2024 thru November 26, 2024

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100375	KANDIYOHI CO-OP ELECTRIC POWER	STMT/11-24	73077	1,160.89	Kandi Co-Op Electric Nov 2024
103805	WILLMAR BLOCK 25 LOFTS,LLC	112024	73078	12,486.52	CCGP-22-0004-2-FY22 #3
103800	AFLAC	247966	73079	748.13	Premiums withheld from employees 11/27/24
102061	ALEX AIR APPARATUS 2 LLC	INV-51150	73080	512.95	Black diamond boot & waterproof tactical boot
103557	AMAZON CAPITAL SERVICES	1G7C-H3JG-7VF3	73081	41.99	BLADE
103557	AMAZON CAPITAL SERVICES	1KJM-CK76-R6QH	73081	(298.88)	Credit on door hinge
103557	AMAZON CAPITAL SERVICES	1FTF-7RTX-RV7G	73081	153.39	Cellphone Chargers & Ext Hard drives
103557	AMAZON CAPITAL SERVICES	1L6C-X67F-HVNF	73081	198.30	Concessions
103557	AMAZON CAPITAL SERVICES	111X-GJRM-6WWV	73081	55.96	Dog Leashes for Squads - 4
103557	AMAZON CAPITAL SERVICES	11TW-6QDP-CL44	73081	23.95	Label Maker tape
103557	AMAZON CAPITAL SERVICES	1NWJ-4RFC-3FYX	73081	70.87	Office Supplies
103557	AMAZON CAPITAL SERVICES	1TPW-94FL-KLYQ	73081	53.98	two ear pieces for SWAT
103557	AMAZON CAPITAL SERVICES	1JHW-PQ9V-33YH	73081	1,285.99	Forensics Computer Upgrade hardware
103557	AMAZON CAPITAL SERVICES	1RVV-7F19-G93T	73081	24.20	BOUTIQUE
103557	AMAZON CAPITAL SERVICES	1CXG-3FMH-4NMJ	73081	89.99	Floor Mats for Squad 41
103557	AMAZON CAPITAL SERVICES	1KLV-XGRX-1WG9	73081	109.98	Unlock Kits for Squads 41 & 42
103557	AMAZON CAPITAL SERVICES	1CRX-61PM-XM7D	73081	71.44	Daily Planner Calendars
100057	AMERICAN WELDING & GAS INC	0010441844	73082	397.50	Fire extinguisher insp.
100057	AMERICAN WELDING & GAS INC	0010441851	73082	406.45	Fire extinguisher insp.
100057	AMERICAN WELDING & GAS INC	0010440416	73082	77.29	Fire extinguisher insp.
100057	AMERICAN WELDING & GAS INC	0010445640	73082	87.72	Fire extinguisher insp.
100057	AMERICAN WELDING & GAS INC	0010416226	73082	39.80	Tank rental
100057	AMERICAN WELDING & GAS INC	0010485348	73082	84.85	Welding gas
103610	AUSTIN INCORPORATED	57025	73083	120.00	PUMPED1 LOAD
103610	AUSTIN INCORPORATED	56877	73083	120.00	PUMPED1 LOAD
100097	BECKER ARENA PRODUCTS INC	614293	73084	422.67	Replacement Hockey Nets
101010	BOLTON & MENK INC	0349998	73085	4,275.00	City Engineer Prof. Services 9-28 thru 10-25
101010	BOLTON & MENK INC	0349971	73085	10,666.50	Engineering Prof. Services 9-28 thru 10-25
101010	BOLTON & MENK INC	0350006	73085	6,914.50	Stormwater Ruse Grant Prof Services
101010	BOLTON & MENK INC	0349961	73085	40,236.02	SS4A #6
101010	BOLTON & MENK INC	0349968	73085	1,626.00	Trott Ave Regional Storm Pond Prof. Services
101010	BOLTON & MENK INC	0350005	73085	1,568.00	TH 12 LS Prof. Services
101010	BOLTON & MENK INC	0350002	73085	12,228.35	ELLS 7, 8 & 9 Prof. Services
101010	BOLTON & MENK INC	0349964	73085	5,425.78	Project No. 2401-A Prof. Services
101010	BOLTON & MENK INC	0350358	73085	14,205.50	Outdoor Covered Rink Project
101010	BOLTON & MENK INC	0349967	73085	3,897.24	Project No. 2404-B Prof. Services
101010	BOLTON & MENK INC	0350011	73085	4,205.00	TH 40 Turn Lanes Prof. Services
101010	BOLTON & MENK INC	0349973	73085	1,206.50	Project No. 2301-C Prof. Services
101010	BOLTON & MENK INC	0350004	73085	2,507.00	Project No. 2301-A Prof. Services
101010	BOLTON & MENK INC	0349966	73085	89,038.66	Project No. 2401-B Prof. Services
101010	BOLTON & MENK INC	0349996	73085	3,004.00	Willmar Bike and Ped Master Plan
101010	BOLTON & MENK INC	0350007	73086	648.00	Project No. 2403-A Prof. Services
101010	BOLTON & MENK INC	0350012	73086	872.08	Project No. 2404-A Prof. Services
104172	Brouwer Construction	2431	73087	1,165.00	Installed french drains onto new drainage system
103181	BULLET PROOF MECHANICAL SERV	11101	73088	7,713.10	PW Garage HVAC repairs - exhaust fans
103181	BULLET PROOF MECHANICAL SERV	11108	73088	20,795.80	Replace gas monitoring system
103181	BULLET PROOF MECHANICAL SERV	11083	73088	185.00	Winterize DOAC boiler
104217	Calvary Lutheran Church	112624	73089	90.00	Custodian Hours
102542	CARRANZA/NORMA I	218	73090	150.00	Interpreting Services for ICR 24014312
103564	CELEBRATE THE LT OF THE WORLD	111924	73091	1,000.00	CTL Sponsorship - CVB - 2024 Expense
103390	CENTRACARE	506029506	73092	198.00	Pre-Employment Physical for Officer Candidate
103390	CENTRACARE	506029525	73092	90.00	Pre-Employment Physical For Officer Candidate
103390	CENTRACARE	725779389	73092	259.00	Pre-Employment Physical for Officer Candidate
100154	CHAMBERLAIN OIL CO	492811-00	73093	986.05	Oil and Shop Supplies
100154	CHAMBERLAIN OIL CO	492810-00	73093	492.20	Diesel Exhaust Fluid
100154	CHAMBERLAIN OIL CO	489397-00	73093	96.87	Antifreeze, Glass Cleaner
100736	CHARTER COMMUNICATIONS	175505001112124	73094	142.24	Nov/Dec TV
103708	CITY LINE TOWING	24-06545	73095	195.00	Tow for ICR# 24014488
103708	CITY LINE TOWING	24-06544	73095	195.00	Tow for ICR# 24014488 (Camry)
100292	CITY OF WILLMAR-GENERAL FUND	112124	73096	30.00	Civic Center License Application

Vendor Payment Listing



November 14, 2024 thru November 26, 2024

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
102984	CODE 4 SERVICES INC	9987	73097	668.87	Fix tailgate on Dodge Durango
102984	CODE 4 SERVICES INC	9780	73097	13,618.23	Equipment for Squad 42
102984	CODE 4 SERVICES INC	9641	73097	2,813.45	Unit 26 Retro fit to patrol unit
102984	CODE 4 SERVICES INC	9781	73097	13,475.97	Squad 43 Equipment
104211	Cody Caron	112624	73098	35.00	Gas Reimbursement for Squad
104070	Column Software PBC	B15E1683-0062	73099	70.88	Wastewater rate ordinance notice
104070	Column Software PBC	B15E1683-0058	73099	33.90	Gen Pub Notice: Notice of TNT
104070	Column Software PBC	B15E1683-0061	73099	1,254.58	Display Ad Notice - Complex Display Design Fee
103677	COORDINATED BUSINESS SYSTEMS	INV423352	73100	172.33	Managed Print Services
100186	CROW CHEMICAL & LIGHTING	127204	73101	57.95	Garbage bags
100186	CROW CHEMICAL & LIGHTING	128681	73101	197.50	Spillifer wipes, toilet paper, glass cleaner
100193	DAKTRONICS INC	7114642	73102	300.00	Star stop Devices
104183	DSC Communications	2249321	73103	33.48	Radio supplies
104183	DSC Communications	2249202	73103	830.75	Removed radios & installed remote mout APX's
100151	DUININCK CONCRETE	2411-689824	73104	539.07	Screed Board
100151	DUININCK CONCRETE	130554	73104	372.50	Concrete- sidewalk repair downtown
100151	DUININCK CONCRETE	2410-689569	73104	212.01	Rebar For Swansson
100231	ED'S SERVICE CENTER & SALES	148554	73105	195.00	Tow for ICR 24013897
103002	FARM-RITE EQUIPMENT	P54071	73106	273.87	Filters
900163	FIELDTURF INC.	721986-1	73107	2,995.00	Swansson Field Turf Repair
100775	FIRST CHOICE FOOD & BEVERAGE	2107:035963	73108	1,529.76	Concessions
104077	Flagship Recreation	F23242	73109	1,023.24	Destination Playground Equipment Repairs
101449	FLAHERTY & HOOD P.A.	22107	73110	8,037.65	LABOR & EMPLOYMENT CONSULTATION SERVICES OCT 2024
102973	FLEETPRIDE	121480444	73111	127.88	Filters
104053	Frontline Public Safety Solutions	FL87939	73112	1,417.50	Subscription for Frontline - 1 year
100293	GENERAL MAILING SERVICES	71750	73113	66.65	Mailing Service
100293	GENERAL MAILING SERVICES	71754	73113	92.24	Postage - Guides
100293	GENERAL MAILING SERVICES	71598	73113	82.10	POSTAGE 10/28-11/01/2024
100293	GENERAL MAILING SERVICES	71773	73113	172.92	POSTAGE 11/11-11/15/2024
100293	GENERAL MAILING SERVICES	71694	73113	172.11	POSTAGE 11/04-11/08/2024
100786	GRAINGER INC	9313012305	73114	86.44	HVAC filters
100786	GRAINGER INC	9310390829	73114	66.56	antifreeze meter
101887	GRAND RENTAL STATION	1-582014	73115	44.91	Sod Cutter for Ball Fields
101887	GRAND RENTAL STATION	1-582913	73115	19.50	Repair Air Compressor Coupling
101887	GRAND RENTAL STATION	1-4268	73115	18.55	Repair Air hose
104074	Grandview Buildings	20585	73116	4,500.00	8 x16 Shed - Softball Fields
103765	HARRY'S FROZEN FOOD	78854	73117	388.50	Pizza for Concessions
102609	HAUG-KUBOTA LLC	25728	73118	287.08	Cab repair
100333	HILLYARD\HUTCHINSON	700617936	73119	63.52	Hose Section Part
100333	HILLYARD\HUTCHINSON	700618984	73119	44.36	Drain hose
104204	Jamie Groen	1	73120	400.00	Haitian Spaghetti - Welcome Week
100376	KANDIYOHI CO AUDITOR	528635	73121	28.60	Garbage
900210	KANDIYOHI-RENVILLE	112124	73122	525.00	Willmar Civic Center License Applicaiton
102498	KRIS ENGINEERING INC	40538	73123	1,311.00	Cutting edges
103899	LITTLE CROW SPORTS CENTER	19511	73124	97.42	Pontoon Service Parts
103226	LOCAL GOV'T INFORMATION SYS.	100011	73125	362.50	LOGIS firewall hardening
104210	Lookin Good Tint LLC	LG3649	73126	4,950.00	Admin entry security window tint
103263	M.D. GRAPHICS	8145	73127	457.49	Squad 46 Decals
100449	MENARDS	86161	73128	35.14	Mounting tape and batteries
100449	MENARDS	86505	73128	61.33	Antifreeze, hammer drill bit, screws
100449	MENARDS	86247	73128	56.45	Materials used to do work at the airport
100449	MENARDS	86820	73128	167.92	Ice Melt
100449	MENARDS	86458	73128	38.68	Shop supplies
100449	MENARDS	86482	73128	38.60	Driveway Marker
100449	MENARDS	86840	73128	(455.73)	Return Lights
100449	MENARDS	86837	73128	455.73	Lights
100449	MENARDS	86842	73128	133.19	Holiday lights for truck
100449	MENARDS	86876	73128	180.51	Candy, Ice Melt, Degreaser, Light Bulbs
100449	MENARDS	86883	73128	208.32	Holiday lights for truck
100449	MENARDS	86719	73128	39.96	Lights for Selvig

Vendor Payment Listing



November 14, 2024 thru November 26, 2024

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100449	MENARDS	86730	73128	96.50	Driveway Markers
100449	MENARDS	86494	73128	38.60	Driveway Marker
100449	MENARDS	86720	73128	48.26	Fuel Cloud Kiosk Conduit
100449	MENARDS	85755	73129	34.93	Spray Paint and Ultra Web Cartridge
100449	MENARDS	86884	73129	24.78	Degreaser
100449	MENARDS	86891	73129	19.42	Fuel Kiosk Repair
100449	MENARDS	86978	73129	30.45	pvc pipe
103729	MILLS PARTS CENTER	6286079	73130	327.31	Water Pump and Gasket
103729	MILLS PARTS CENTER	6287126	73130	42.70	Stud and Nut
101805	MINI BIFF LLC	A-152402	73131	117.30	Mini Biff
101805	MINI BIFF LLC	A-151236	73131	117.30	Mini Biff
101805	MINI BIFF LLC	A-152181	73131	117.30	Mini Biff
101805	MINI BIFF LLC	A-152207	73131	117.30	Mini Biff
101805	MINI BIFF LLC	A-153180	73131	226.79	Mini Biff
101805	MINI BIFF LLC	A-153462	73131	543.66	Mini Biff
103567	MN OFFICE OF ADMIN. HEARINGS	527525-1	73132	27.00	CITY OF WLLMAR V. NEUBAUER & PERA - OAH INVOICE
101064	MN POLLUTION CONTROL AGENCY	10000195074	73133	2,466.00	Lab certification fee
100520	MN STATE FIRE CHIEFS ASSN	8702	73134	460.00	2025 Membership renewal (7 FF)
100197	MUNICIPAL EMERGENCY SERVICES	IN2147113	73135	244.00	Gear repair
100544	MVTL LABORATORIES INC	1281638	73136	310.00	AST 4 sample
100249	NAPA CENTRAL MN	93258	73137	72.19	Inverter for Squad 19
104214	Nei-Turner Media Group, Inc.	239616	73138	1,000.00	Midwest Meetings Ad - Fall/Winter 2024
102547	CARRANZA/NOE	220	73139	150.00	Interpreting Services for Officer Dittrich
102547	CARRANZA/NOE	219	73139	150.00	Interpreting Services for ICR# 24014961
103983	NORDIC	109944	73140	450.00	Landscape Fabric
100585	NORTHERN STATES SUPPLY	10-615796	73141	27.23	Zip Ties
900178	NOVACARE REHABILITATION	848130764	73142	150.00	Pre-employment exam for K Watkins
104207	Office Of MNIT Services	DV24100442	73143	257.72	LOGIS Internet transport Oct
104212	Pamela Klein	3081251	73144	68.00	Sewed patches on to Uniforms
100604	PERKINS LUMBER CO INC	2411-266592	73145	27.21	screws and wood putty
100608	PETERSON SHOE STORE	232738	73146	195.49	Safety boots- Steve K.
100608	PETERSON SHOE STORE	233064	73146	186.99	Safety boots- Brady S
103828	PHENOVA, INC	202748	73147	215.20	Lab supplies
104206	Philip Gandrud	1001	73148	150.00	Willmar Montage Framed Photo
100374	PREMIUM WATERS INC	330608279	73149	47.24	Water for DOAC
102165	PRINSCO INC	INV0101605	73150	140.85	Storm Water pipe parts
100624	PRINT MASTERS	93318	73151	49.31	Notary Stamp for Miranda Larsen
100639	RAMBOW INC	663801	73152	429.46	Awards and Indemnities
100158	ROCK OF LIFE - CRC	112624	73153	90.00	Custodian Hours
103062	ROSENBAUER MINNESOTA LLC	0000072954	73154	728.53	surge tank #130522
103062	ROSENBAUER MINNESOTA LLC	0000073308	73154	(82.74)	return of P/N8601364-001
103867	RS AMERICAS INC	9019497335	73155	1,143.63	Plant UPS
103699	SILVA/AMBER	STMT/09-24	73156	700.00	Wellness Program September 2024
102264	SPICER COMMERCIAL CLUB	111924	73157	1,000.00	WinterFest Sponsorship - 2024 Expense
100706	STACY'S NURSERY INC	23891	73158	2,100.00	Trees
100706	STACY'S NURSERY INC	24344	73158	229.00	Trees
100706	STACY'S NURSERY INC	24310	73158	105.00	Irrigation parts
103256	STEINBEISSER AUTO REPAIR LLC	19943	73159	68.90	Kerosene
100161	SYSO WESTERN MINNESOTA	253771749	73160	783.21	Concessions
100161	SYSO WESTERN MINNESOTA	253759702	73160	690.73	Concessions
100359	TELEDYNE INSTRUMENTS INC	S020688476	73161	2,995.00	Sampler repair
103757	TOM'S BACKHOE SERVICE, INC.	Appl #6	73162	152,299.17	ELLS 7, 8 & 9 Pay Application No. 6
104213	Tre Scott	40620778	73163	1,500.00	Reimbursement for tree roots in sewer line
103795	TYLER TECHNOLOGIES, INC	045-493642	73164	4,800.00	Executive Insights Implementation
103783	UTILITY LOGIC	15083	73165	266.83	Gas monitor charger
100777	VIKING COCA-COLA BOTTLING CO	3509445	73166	1,786.65	Concessions
101273	VINJE LUTHERAN CHURCH	112624	73167	30.00	Custodian Hours
100798	WEST CENTRAL ELECTRIC SUPPLY	1293706-0001-01	73168	1,545.00	Plant HOA switches
100805	WEST CENTRAL SANITATION	13273000	73169	26.52	Recycling
100805	WEST CENTRAL SANITATION	13273587	73169	358.44	Recycling

Vendor Payment Listing



November 14, 2024 thru November 26, 2024

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100808	WEST CENTRAL TROPHIES	9722	73170	40.00	Accountability tags and McGillivray engraving
101640	WESTMOR INDUSTRIES LLC	2096020 RI	73171	1,300.57	Underground storage tank inspections
102689	WILLMAR AUTO VALUE	22544567	73172	299.98	Brake Parts
102689	WILLMAR AUTO VALUE	22545610	73172	151.92	Tire Balance Beads
102689	WILLMAR AUTO VALUE	22545320	73172	21.98	Fuse Holder
102689	WILLMAR AUTO VALUE	22545377	73172	49.99	Brake Pads
102689	WILLMAR AUTO VALUE	22545363	73172	100.00	Brake Rotors
102689	WILLMAR AUTO VALUE	22545194	73172	97.98	Drive Belt and Tensioner
102689	WILLMAR AUTO VALUE	22545202	73172	(138.99)	Warranty Water Pump
102689	WILLMAR AUTO VALUE	22545137	73172	138.99	Water Pump
102689	WILLMAR AUTO VALUE	22546446	73172	(45.27)	Return Thermostat
102689	WILLMAR AUTO VALUE	22545689	73172	45.27	Thermostat
102689	WILLMAR AUTO VALUE	22546447	73172	8.81	Filter
102689	WILLMAR AUTO VALUE	22546601	73172	132.99	Control Arm
102689	WILLMAR AUTO VALUE	22546841	73172	258.62	Battery Inv.
102689	WILLMAR AUTO VALUE	22546948	73172	28.99	Battery Cable
102689	WILLMAR AUTO VALUE	22547106	73172	51.98	Wiper Blades
102689	WILLMAR AUTO VALUE	22546843	73173	7.49	Fuses
102689	WILLMAR AUTO VALUE	22545734	73173	5.95	Antifreeze tester
100812	WILLMAR CHAMBER OF COMMERCE	57210	73174	28.00	5/3 Public Police - KB & Christopher Corbett
100812	WILLMAR CHAMBER OF COMMERCE	57775	73174	930.46	Credit Card Billing
103520	WILLMAR TDC	24	73175	1,040.00	Solar Salt
Total				507,233.31	

Vendor Payment Listing



November 14, 2024 thru November 26, 2024

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100492	MN DEPT OF REVENUE	STMT/10-24	561	2,781.56	FUEL & SALES TAX
100467	CENTERPOINT ENERGY	STMT/10-2024	562	2,543.92	Natural Gas-Oct 2024
102365	CARDMEMBER SERVICE	STMT/10-24	563	8,399.83	BREMER BANK CREADIT CARD STMT 10/2024
Total				13,725.31	



City Council Action Request

Council Meeting Date:	December 2, 2024	Agenda Item Number:	6.H.
Agenda Section:	Consent Items	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Justin DeLeeuw, Public Works Director
Ordinance:	No	Presented By:	Justin DeLeeuw, Public Works Director
Item:	2025 Improvement Projects Intent to Reimburse		

RECOMMENDED ACTION:

Adopt the resolution of Intent to Reimburse for the costs incurred on the 2025 Street and Utility Improvement Projects.

OVERVIEW:

The City Council received the Preliminary Engineering Report for the 2025 Street and Utility Improvement Projects at the October 7th Council Meeting. Prior to incurring costs on these projects, it is necessary for the Council to adopt the resolution of Intent to Reimburse to ensure the City will be refunded for the costs.

BUDGETARY/FISCAL ISSUES:

The resolution of Intent to Reimburse insures that project costs are covered by the bond issue.

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. Intent to Reimburse Bond Resolution 2025 Improvement Projects

RESOLUTION NO. ____

RESOLUTION ESTABLISHING PROCEDURES
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE

Motion By:_____ Second By:_____

BE IT RESOLVED, by the City Council (the "Council") of the City of Willmar, Minnesota (the "City"), as follows:

1. Recitals.

A. The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of the City's bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

B. The Regulations generally require that the City make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

C. The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

D. The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application, to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the City Clerk to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

A. Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A, which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

B. Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

C. Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City doesn't reasonably expect to issue reimbursement bonds to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

D. The Council shall be advised from time to time on the desirability and timing of the issuance of

reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. The designated City officials shall also be responsible for making the “reimbursement allocations” described in the Regulations, being generally written allocations that evidence the City’s use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Adopted this 2nd day of December, 2024, by the Willmar City Council

MAYOR

Attest:

CITY CLERK

EXHIBIT A

DECLARATION OF OFFICIAL INTENT

The undersigned, being the duly appointed and acting City Clerk of the City of Willmar, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies as follows:

1. The undersigned has been and is on the date hereof duly authorized by the Willmar City Council to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.
2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed: 2025 Street Improvements Bond.
3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued by the City after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$16,878,300.00 is the maximum principal amount of the Bonds, which will be issued to finance the Project.
4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.
5. As of the Date thereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Dated: December 2, 2024

Vernae Larsen
City Clerk
City of Willmar, Minnesota

CERTIFICATION

The undersigned, being the duly qualified and acting City Clerk of the City of Willmar, Minnesota, hereby certifies the following:

The foregoing is true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular meeting of the Council held on December 2, 2024. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Council Member _____ moved the adoption of the Resolution, which motion was seconded by Council Member _____. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect, and no action has been taken by the Council, which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the City Clerk of the City of Willmar, Minnesota, this 2nd day of December, 2024.

City Clerk
City of Willmar, Minnesota



City Council Action Request

Council Meeting Date:	December 2, 2024	Agenda Item Number:	6.I.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Robin Raasch, Administrative Assistant
Ordinance:	No	Presented By:	Christopher Corbett, Planning and Development Director
Item:	Monthly Building Report_November 2024		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. external report

City of Willmar Monthly External Permits Report

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI033869	11/1/2024	1601 22nd St SW	95-921-6070	Storage Shed Garage/Shed	Chemical Storage Shed at Auatic Center	\$14,000.00	\$7.00
WI034175	11/1/2024	1312 10th St SE	95-670-0320 Lot 12, Block 2 Pleasant View Addition	Reroofing Residential Add/Alter	Residential Reroof	\$13,875.00	\$36.94
WI034258	11/1/2024	1904 7th St SW	95-340-0310 Lot 1, Block 3 Hilltop Park	Deck Residential Add/Alter	Residential Deck	\$2,000.00	\$103.71
WI034276	11/1/2024	527 Ann St SE	95-222-0370 Lot 7, Block 3 Ferrings 2nd Addition	Single Family Alt/Remodel	Bathroom remodel, fixture relocation	\$1,500.00	\$1.00
WI034302	11/1/2024	905 Trott Ave SE	95-490-0020 Lot 2 Lincoln Addition	Reroofing Residential Add/Alter	Residential Reroof	\$2,800.00	\$31.40
WI034304	11/1/2024	1708 8th Ave SE	95-843-0640 Block 6 Welshire Addition	Siding Residential Add/Alter	Residential Reside	\$54,444.00	\$77.22
WI034305	11/1/2024	1800 8th Ave SE	95-843-0630 Block 6 Welshire Addition	Siding Commercial Add/Alter	Commercial Reside	\$54,444.00	\$633.22
WI034306	11/1/2024	1810 8th Ave SE	95-843-0610 Block 6 Welshire Addition	Siding Commercial Add/Alter	Commercial Reside	\$54,444.00	\$633.22
WI034307	11/1/2024	1820 8th Ave SE	95-843-0590 Block 6 Welshire Addition	Siding Residential Add/Alter	Commercial Reside	\$54,444.00	\$633.22
WI034308	11/1/2024	700 19th St SE	95-843-0580 Block 6 Welshire Addition	Siding Commercial Add/Alter	Commercial Reside	\$54,444.00	\$633.22
WI034309	11/1/2024	1821 7th Ave SE	95-843-0570 Block 6 Welshire Addition	Siding Residential Add/Alter	Commercial Reside	\$54,444.00	\$633.22
WI034310	11/1/2024	1811 7th Ave SE	95-843-0560 Lot 6, Block 6 Welshire Addition	Siding Residential Add/Alter	Commercial Reside	\$54,444.00	\$633.22

Issued Dates: 11/1/2024 to 11/30/2024
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

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Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034311	11/1/2024	1801 7th Ave SE	95-843-0550 Block 6 Welshire Addition	Siding Residential Add/Alter	Commercial Reside	\$54,444.00	\$633.22
WI034312	11/1/2024	1709 7th Ave SE	95-843-0530 Block 6 Welshire Addition	Siding Residential Add/Alter	Residential Reside	\$54,444.00	\$77.22
WI034331	11/1/2024	819 7th St SW	95-090-0290 Booth's Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$8,740.00	\$64.37
WI034374	11/1/2024	1619 Upper Trentwood Cir NE	95-828-0440 Lot 15, Block 3 Trentwood Estates	New New Single-Family Dwelling	New home	\$254,243.00	\$2,329.93
WI034375	11/1/2024	1619 Upper Trentwood Cir NE	95-828-0440 Lot 15, Block 3 Trentwood Estates	Single Family New	Plumbing for new house	\$0.00	\$220.00
WI034376	11/1/2024	1619 Upper Trentwood Cir NE	95-828-0440 Lot 15, Block 3 Trentwood Estates	Single Family New	HVAC for new home	\$254,243.00	\$128.12
WI034378	11/1/2024	1213 26th St NW	95-135-0780 Lot 8, Block 4 College View	Single Family Replace	Gas Furnace & A/C Replacement	\$10,000.00	\$56.00
WI034379	11/1/2024	910 20th Ave SE	95-138-0230 Block 2 Countryside Addition	Townhouse Units Replace	gas furnace replacement	\$4,700.00	\$31.00
WI034380	11/1/2024	805 26th Ave SW	95-867-0590 Lot 19, Block 2	Single Family Replace	Gas Furnace & A/C Replacement	\$10,655.00	\$56.00
WI034381	11/1/2024	1709 7th Ave SE	95-843-0530 Block 6 Welshire Addition	Deck Residential Add/Alter	Residential Deck, 2 decks	\$18,705.00	\$462.69
WI034382	11/1/2024	1708 8th Ave SE	95-843-0640 Block 6 Welshire Addition	Deck Residential Add/Alter	Residential Deck, 2 decks	\$18,705.00	\$462.69
WI034383	11/1/2024	704 17th St SE	95-843-0720 Lot 2, Block 7 Welshire Addition	Reroofing Residential Add/Alter	Residential Reroof	\$6,000.00	\$33.00

Issued Dates: 11/1/2024 to 11/30/2024
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

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Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034384	11/1/2024	605 14th St SW	95-006-8030 Lot 13, Block 117 First Addition To The Town Of Willmar	Siding Residential Add/Alter	Residential Reside	\$59,750.00	\$79.88
WI034385	11/1/2024	805 11 1/2 Ave SE	95-230-0360 Block 2 Gesch Addition	Siding Residential Add/Alter	Residential Reside	\$32,000.00	\$66.00
WI034386	11/1/2024	809 23rd St SE	95-668-3130 Block 2 Pheasant Run	Siding Residential Add/Alter	Residential Reside	\$10,000.00	\$55.00
WI034387	11/1/2024	422 7th St SW	95-003-6470 Block 53 Willmar, Town Of (Original)	Single Family Replace	Gas Furnace & A/C Replacement	\$10,000.00	\$56.00
WI034388	11/4/2024	405 25th Ave SW	95-683-0580 Lot 8, Block 5 Portland Acres 3rd Addition	Deck Residential Add/Alter	Residential Deck	\$15,000.00	\$322.15
WI034389	11/4/2024	250 23rd St SE		Reroofing Commercial Add/Alter	Commercial Reroof	\$100,000.00	\$937.25
WI034390	11/4/2024	400 14th St SW	95-015-0300 Lot 1, Block 3 Fourth Railroad Addition	Reroofing Residential Add/Alter	Residential Reroof	\$2,500.00	\$31.25
WI034391	11/4/2024	1106 5th St SW	95-915-2710	Reroofing Residential Add/Alter	Residential Reroof	\$6,250.00	\$33.13
WI034392	11/4/2024	710 10th St SW	95-006-2900 Lot 3, Block 77 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$2,000.00	\$31.00
WI034393	11/4/2024	1108 Becker Ave SE	95-500-0090 Marlow's Addition	Single Family Replace	Gas Furnace Replacement	\$9,184.00	\$31.00
WI034394	11/4/2024	2301 20th Ave SW	95-601-0042 Lot 5, Block 2 Ortenblad's Homesites	Single Family Replace	Gas Furnace & A/C Replacement	\$18,968.00	\$56.00

Issued Dates: 11/1/2024 to 11/30/2024
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

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Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034396	11/4/2024	1305 18th St SW	95-510-0390 Lot 17, Block 3 Molenaar's Addition	Single Family Replace	Boiler replacement	\$15,000.00	\$31.00
WI034398	11/7/2024	2505 Willmar Ave SW	95-921-5860	Alteration Commercial Add/Alter	Interior Remodel	\$350,000.00	\$3,701.46
WI034399	11/7/2024	2505 Willmar Ave SW	95-921-5860	Commercial/Ind Alt/Remodel	Relocate Bathroom Group	\$0.00	\$269.00
WI034400	11/7/2024	800 19th Ave SW	95-922-6450	Addition Commercial Add/Alter	Demo Existing Entrance and Build New on same Foundation	\$12,000.00	\$314.96
WI034401	11/7/2024	1204 17th St SW	95-860-0420 Lot 2, Block 3 West Park 1st Addition	Garage Garage/Shed	New garage	\$32,169.00	\$606.53
WI034402	11/7/2024	529 9th St NW	95-820-0940 Block 5 Thorpe & Lien's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$3,800.00	\$31.90
WI034403	11/8/2024	421 Julii St SE	95-220-1390 Lot 9, Block 10 Ferring's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$4,000.00	\$2.00
WI034404	11/8/2024	409 8th St SW	95-003-6520 Lot 12, Block 53 Willmar, Town Of (Original)	Single Family Replace	Water Heater Replacement	\$2,046.00	\$26.00
WI034405	11/8/2024	1509 Country Club Dr NE	95-466-0030 Lot 3, Block 1 Second Addition To Lakewood	Reroofing Residential Add/Alter	Residential Reroof	\$18,000.00	\$39.00
WI034407	11/8/2024	713 3rd St SE	95-770-0040 Lot 4, Block 1 Sundt's Addition	Single Family Replace	Water Heater Replacement	\$4,229.00	\$26.00
WI034408	11/12/2024	1800 6th St SW	95-206-0020 Lot 2, Block 1 Evans Addition	Reroofing Residential Add/Alter	Residential Reroof	\$10,500.00	\$35.25
WI034409	11/12/2024	1242 13th St SW	95-690-0110 Lot 11, Block 1 Ramblewood Addition	Reroofing Residential Add/Alter	Residential Reroof	\$9,953.00	\$34.98

Issued Dates: 11/1/2024 to 11/30/2024
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

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Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034410	11/12/2024	407 Lakeland Dr SE	95-913-1052	Reroofing Commercial Add/Alter	Commercial Reroof	\$150,000.00	\$1,212.25
WI034411	11/12/2024	1820 Becker Ave SE	95-913-1050	Reroofing Commercial Add/Alter	Commercial Reroof	\$50,000.00	\$599.75
WI034412	11/12/2024	213 Hawaii St NE	95-730-1130 Lot 3, Block 8 Sperry's Addition	Single Family Replace	Water Heater Replacement	\$2,225.00	\$26.00
WI034413	11/12/2024	1115 Becker Ave SW	95-006-5870 Block 101 First Addition To The Town Of Willmar	Reroofing New Two-Family Dwelling	Residential Reroof	\$8,100.00	\$34.05
WI034414	11/13/2024	209 Willmar Ave SE	95-914-1600	Commercial/Ind Addition	Willmar Middle School Gym Addition	\$1,080,000.00	\$11,332.00
WI034415	11/13/2024	1412 Vista Lane SW	95-720-0070 Lot 7, Block 1 Spaulding's Addition	Single Family Replace	Gas Furnace Replacement	\$21,460.00	\$31.00
WI034416	11/13/2024	200 4th St SW	95-003-3220 Block 30 Willmar, Town Of (Original)	Commercial/Ind Replace	Gas furnace replacement	\$21,435.00	\$10.72
WI034417	11/14/2024	708 Johanna Ave SE	95-914-1910	Single Family Replace	Gas Furnace Replacement	\$6,100.00	\$31.00
WI034418	11/14/2024	1905 7th St SW	95-340-0180 Lot 6, Block 2 Hilltop Park	Reroofing Residential Add/Alter	Residential Reroof	\$12,000.00	\$36.00
WI034421	11/18/2024	219 Manila St NE	95-730-0740 Lot 4, Block 6 Sperry's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$8,000.00	\$34.00
WI034427	11/19/2024	313 Litchfield Ave SW	95-003-5160 Block 44 Willmar, Town Of (Original)	Addition Churches/Schools	Mosque addition	\$260,000.00	\$130.00
WI034429	11/20/2024	1308 Becker Ave SW	95-006-8420 Block 120 First Addition To The Town Of Willmar	Single Family Replace	Gas Furnace Replacement	\$6,433.00	\$31.00

Issued Dates: 11/1/2024 to 11/30/2024
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

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Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034432	11/25/2024	1305 19th Ave SW	95-922-7610	Addition Churches/Schools	25x66 Addition	\$283,000.00	\$3,115.21
WI034434	11/25/2024	209 Willmar Ave SE	95-914-1600	Commercial/Ind Addition	Gas Line for Gym Addition	\$3,000.00	\$76.50
WI034435	11/25/2024	2505 Willmar Ave SW	95-921-5860	New Industrial Add/Alter	New foundations for CO2 pad and moved Pre-engineered building	\$134,850.00	\$1,820.14
WI034437	11/25/2024	1500 Lower Trentwood Cir NE	95-828-0210 Lot 2, Block 2 Trentwood Estates	New New Two-Family Dwelling	New duplex	\$366,605.00	\$3,294.45
WI034438	11/25/2024	1500 Lower Trentwood Cir NE	95-828-0210 Lot 2, Block 2 Trentwood Estates	Two Family Residence New	Plumbing for two family home	\$0.00	\$297.00
WI034439	11/25/2024	1500 Lower Trentwood Cir NE	95-828-0210 Lot 2, Block 2 Trentwood Estates	Two Family Residence New	HVAC for two family home	\$366,605.00	\$184.30
WI034440	11/25/2024	1502 Lower Trentwood Cir NE	95-828-0210 Lot 2, Block 2 Trentwood Estates	New New Two-Family Dwelling	Construction of a new duplex	\$366,605.00	\$2,961.11
WI034441	11/25/2024	1502 Lower Trentwood Cir NE	95-828-0210 Lot 2, Block 2 Trentwood Estates	Two Family Residence New	Plumbing for two family home	\$0.00	\$297.00
WI034442	11/25/2024	1502 Lower Trentwood Cir NE	95-828-0210 Lot 2, Block 2 Trentwood Estates	Two Family Residence New	HVAC for two family home	\$366,605.00	\$184.30
WI034443	11/25/2024	1504 Lower Trentwood Cir NE	95-828-0210 Lot 2, Block 2 Trentwood Estates	New New Two-Family Dwelling	Construction of two family home	\$366,605.00	\$2,961.11
WI034444	11/25/2024	1504 Lower Trentwood Cir NE	95-828-0210 Lot 2, Block 2 Trentwood Estates	Two Family Residence New	Plumbing for two family house	\$0.00	\$297.00
WI034445	11/25/2024	1504 Lower Trentwood Cir NE	95-828-0210 Lot 2, Block 2 Trentwood Estates	Two Family Residence New	HVAC for two family home	\$366,605.00	\$184.30
WI034447	11/26/2024	1116 2nd St SE	95-914-1520	Alteration Commercial Add/Alter	Repair sheetrock from water damage	\$6,000.00	\$115.25

Issued Dates: 11/1/2024 to 11/30/2024
Report Name: Monthly External Permits Report
Permit Type(s): Building, Mechanical, Plumbing

City of Willmar
Monthly External Permits Report

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Permit #	Issued Date	Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
Count: 72				Totals:	\$6,089,744.00	\$44,723.01
Year-to-Date Summary (1/1/2024 through 11/30/2024)						
Count: 683				YTD Totals:	\$68,085,508.00	\$612,920.18



City Council Action Request

Council Meeting Date:	December 2, 2024	Agenda Item Number:	10.A.
Agenda Section:	Public Hearing:	Originating Department:	Finance
Resolution:	Yes	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Tom Odens, Finance Director
Item:	Truth in Taxation Hearing		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution approving the 2025 Tax Levy at a total of \$11,132,914.

Motion By: _____ Second By: _____, to adopt a resolution approving the 2025 Mayor's Proposed Budget in the amount of \$61,160,160.

OVERVIEW:

The City Council has reviewed and discussed the proposed 2025 tax levy and Mayor's proposed 2025 budget. The City Council's final recommendation is to set the 2025 tax levy at \$11,132,914 and adopt the 2025 budget at \$61,160,160.

Each year, as part of the budgeting process, the City of Willmar is required, by Minnesota law, to conduct a public hearing, known commonly as "Truth in Taxation." The Kandiyohi County Auditor is responsible for mailing statements to each city tax parcel indicating the estimate of how much their property tax bill will either increase or decrease, as well as the time and date of the public hearing. The City has provided all the appropriate information to the County Auditor. At the September 3, 2024, Council meeting, the preliminary levy was set at \$11,132,914. The final recommendation is to remain at the preliminary levy. This represents an increase of \$947,606 over 2024.

BUDGETARY/FISCAL ISSUES:

1. For 2025, the Tax Levy would increase by \$947,606.
2. For 2025, the City of Willmar's budget would be set at \$61,160,160

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution to Establish 2025 Tax Levy

2. Resolution for 2025 Budget
3. December 2, 2024 Council

RESOLUTION NO. ____

BE IT RESOLVED by the City Council of the City of Willmar, Kandiyohi County, Minnesota, that the following sums of money be levied for the current year collectable in 2025, upon the taxable property in said City of Willmar for the following purposes:

General Fund	\$ 9,410,932
Street Improvement Fund	\$ 1,134,982
City Hall Debt	<u>\$ 587,000</u>
Total	\$11,132,914

BE IT RESOLVED, that there is a sufficient sum of money in the Debt Service Funds of the City, together with the above Debt Service Fund Tax Levy, to pay principal and interest in 2025 on all outstanding bond issues, and the deferred annual tax levies previously certified to the County Auditor are hereby canceled;

The City Clerk is hereby instructed to transmit a certified copy of this Resolution to the County Auditor of Kandiyohi County, Minnesota.

Dated this 2nd day of December, 2024

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. _____

ADOPTING THE BUDGET FOR THE FISCAL YEAR 2025

BE IT RESOLVED by the City Council of the City of Willmar that the Annual Budget for the fiscal year beginning January 1, 2025, which has been submitted by the Mayor and approved by the City Council, is hereby adopted, the totals of the said budget and the Mayor's division thereof being as follows:

EXPENDITURE REQUIREMENTS

General Operating	\$ 22,069,282
Capital Improvements	14,191,046
Special Revenue/Internal	4,734,399
Debt Service	6,007,003
Enterprise (Wastewater)	<u>14,158,430</u>
Total 2025 Budget	\$ 61,160,160

Dated this 2nd day of December, 2024

Mayor

Attest: City Clerk



Presented by: Tom Odens, Finance Director
Monday, December 2, 2024
City Council

OVERVIEW

Adopt the 2025 Budget

Set the Tax Levy for 2025



BUDGET CALENDAR

Mayor's Proposed Budget

Certify Proposed Tax Levy to County by
September 30th

September

December 2nd – Truth in Taxation Hearing

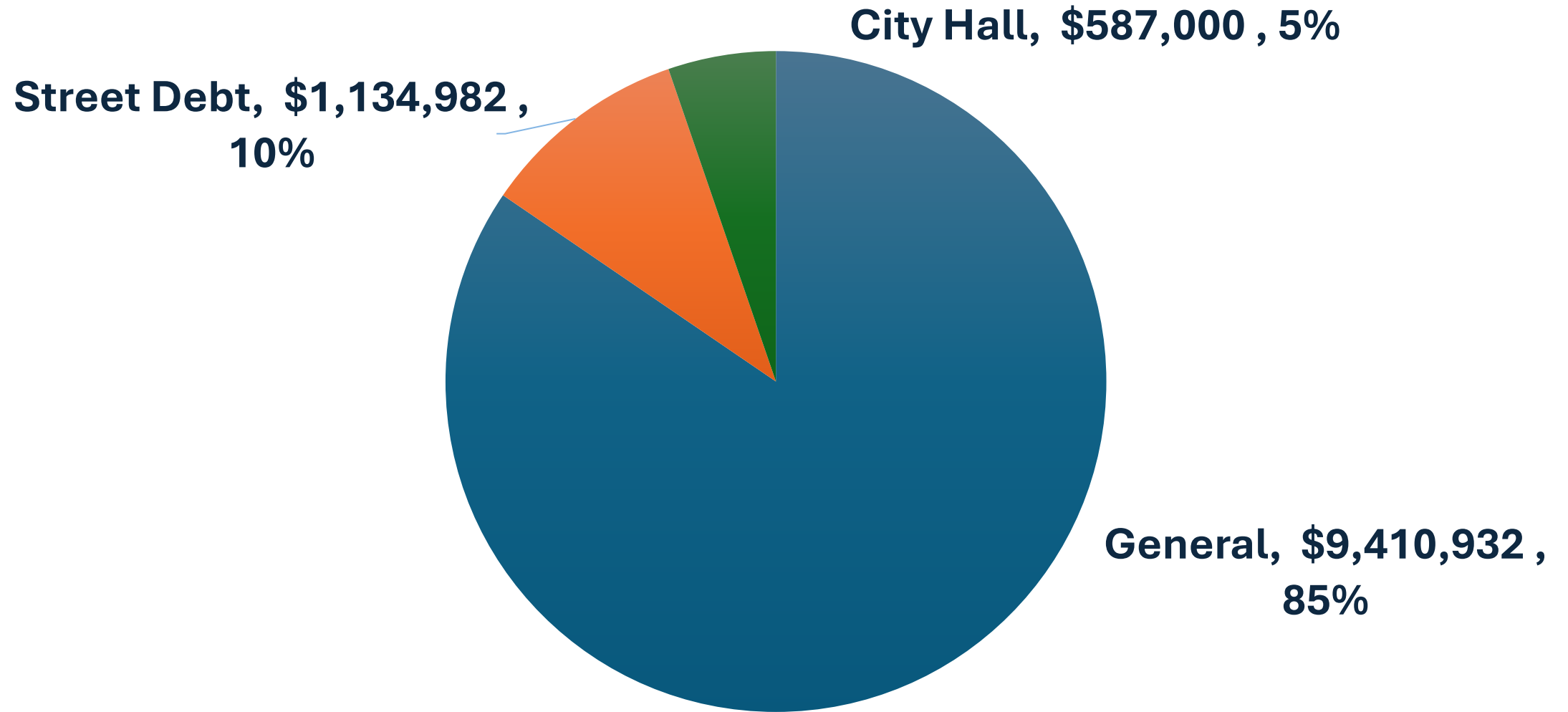
December 31st – Last Day to Certify Tax
Levy to County

December

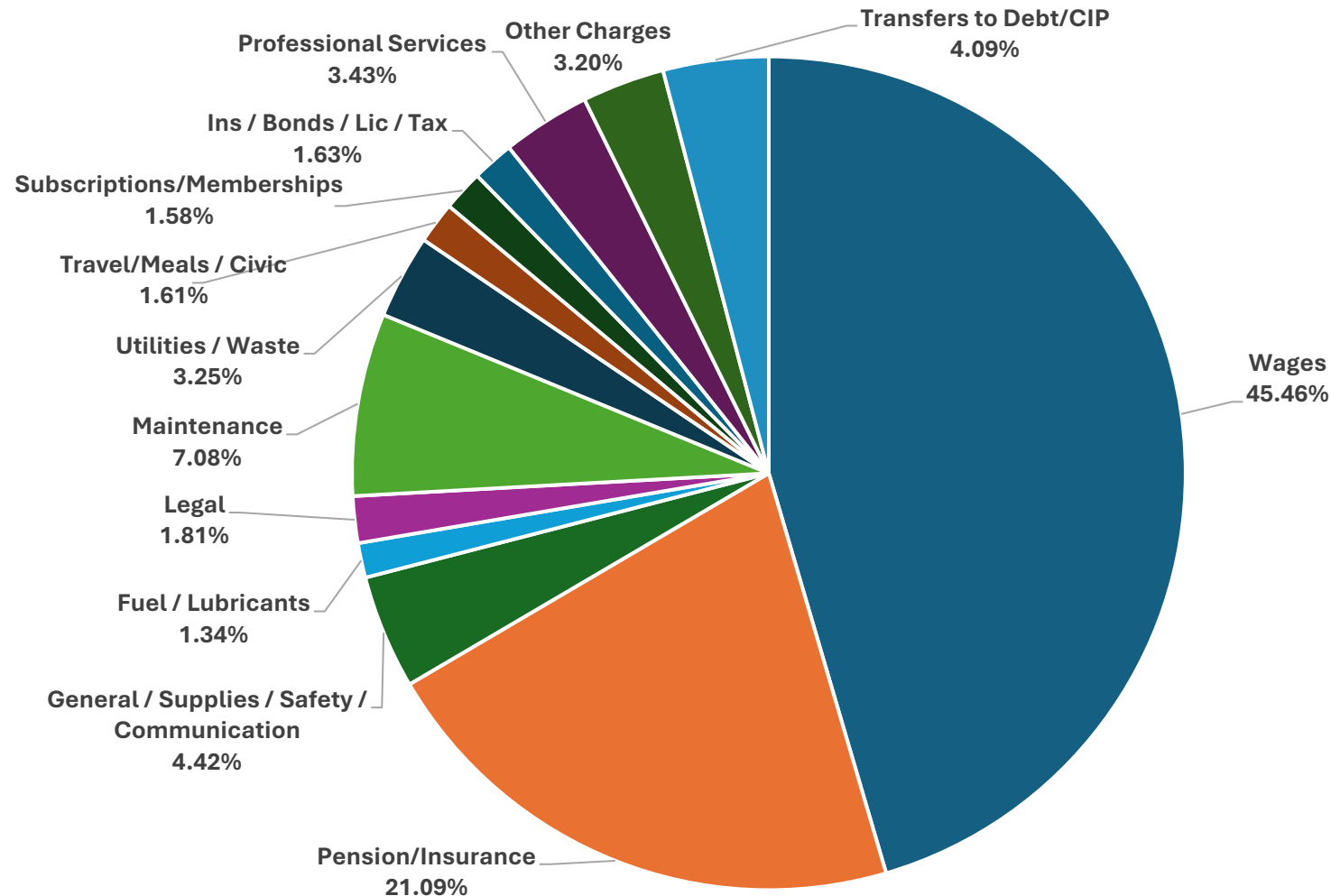
Oct.–Nov.

Council compiles Final Recommendations
Administration and departments refine
budgets

2025 TAX LEVY



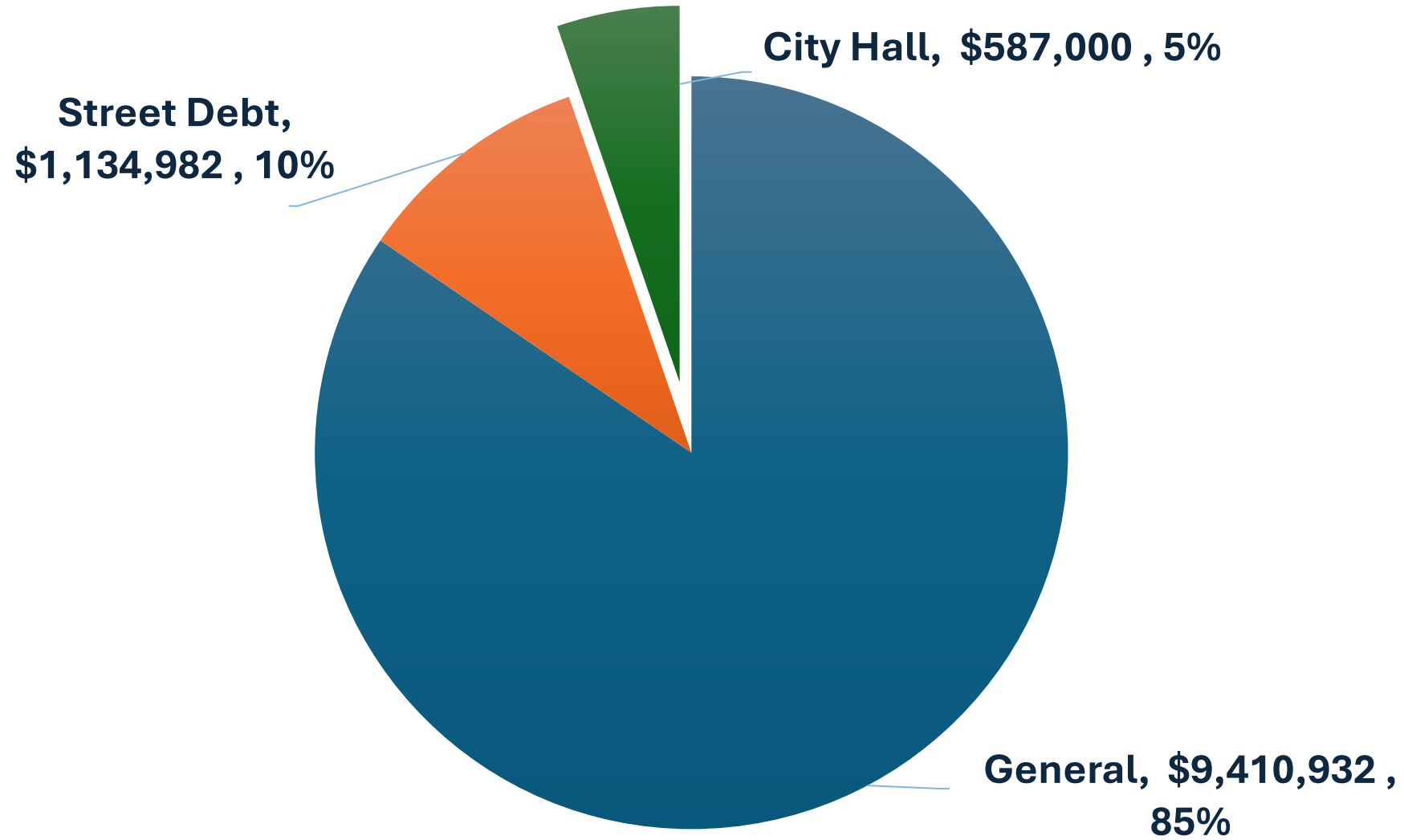
How Are General Fund Taxes Allocated?



How Are General Fund Taxes Allocated?

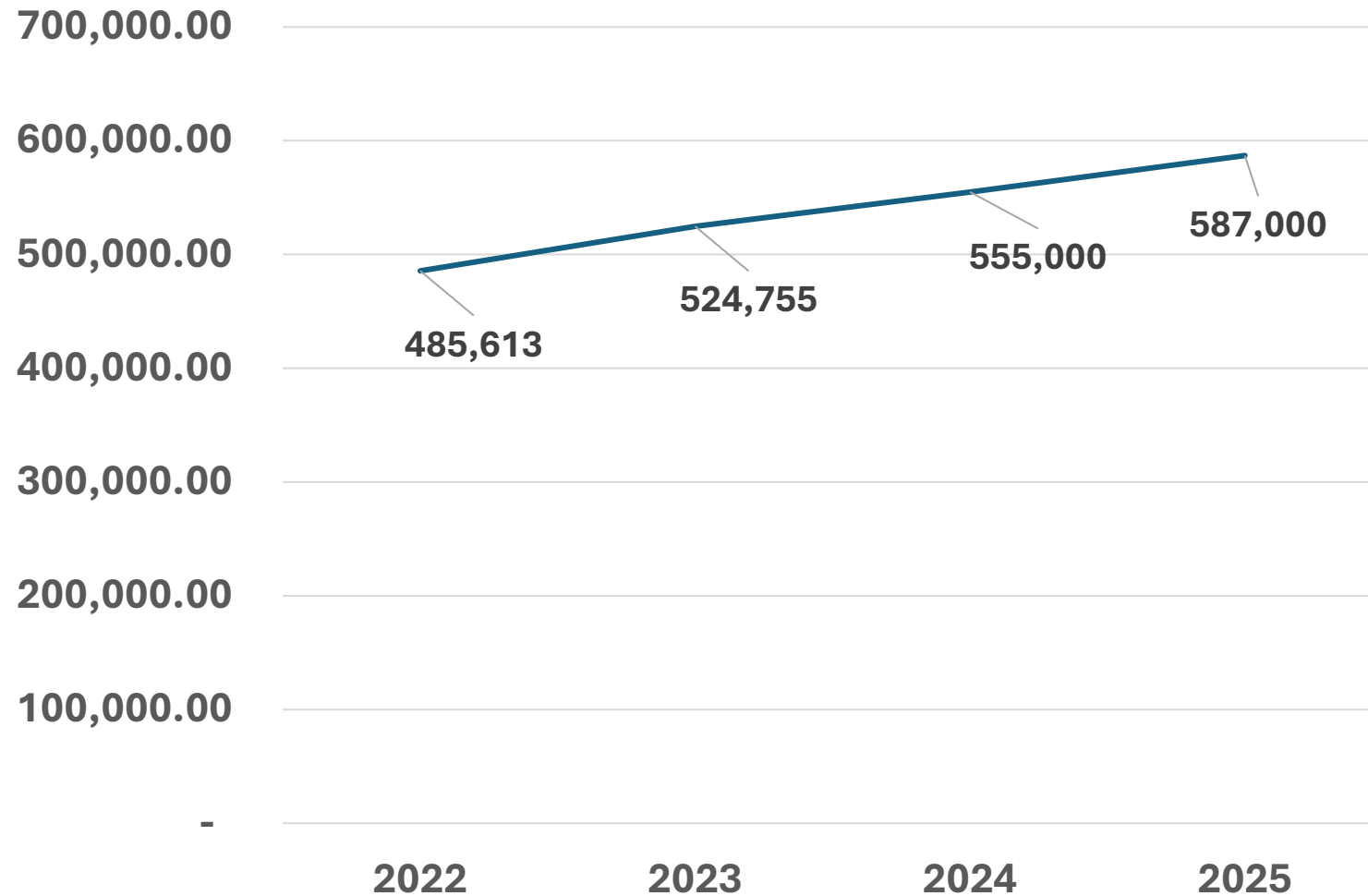


CITY HALL

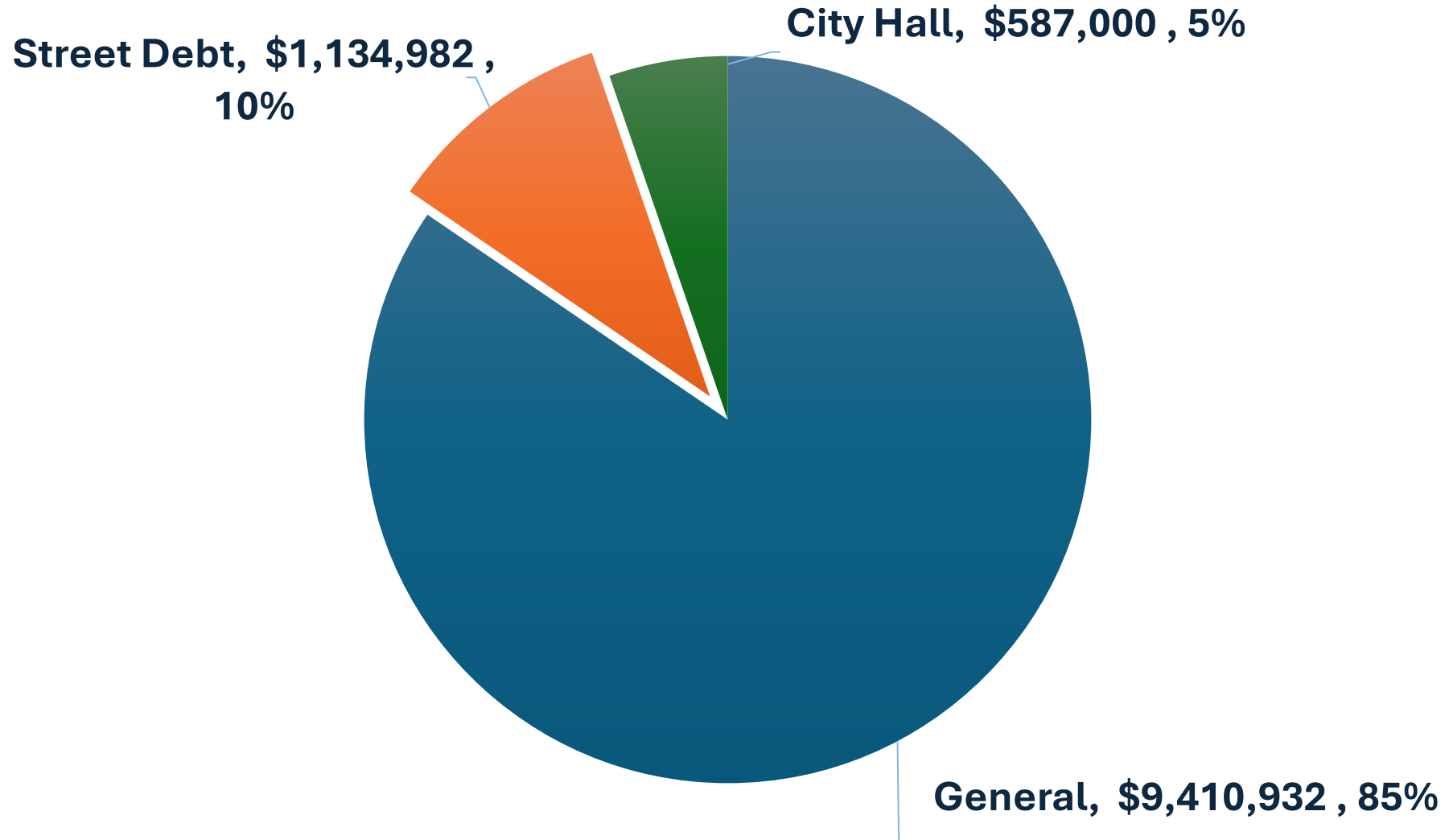


CITY HALL

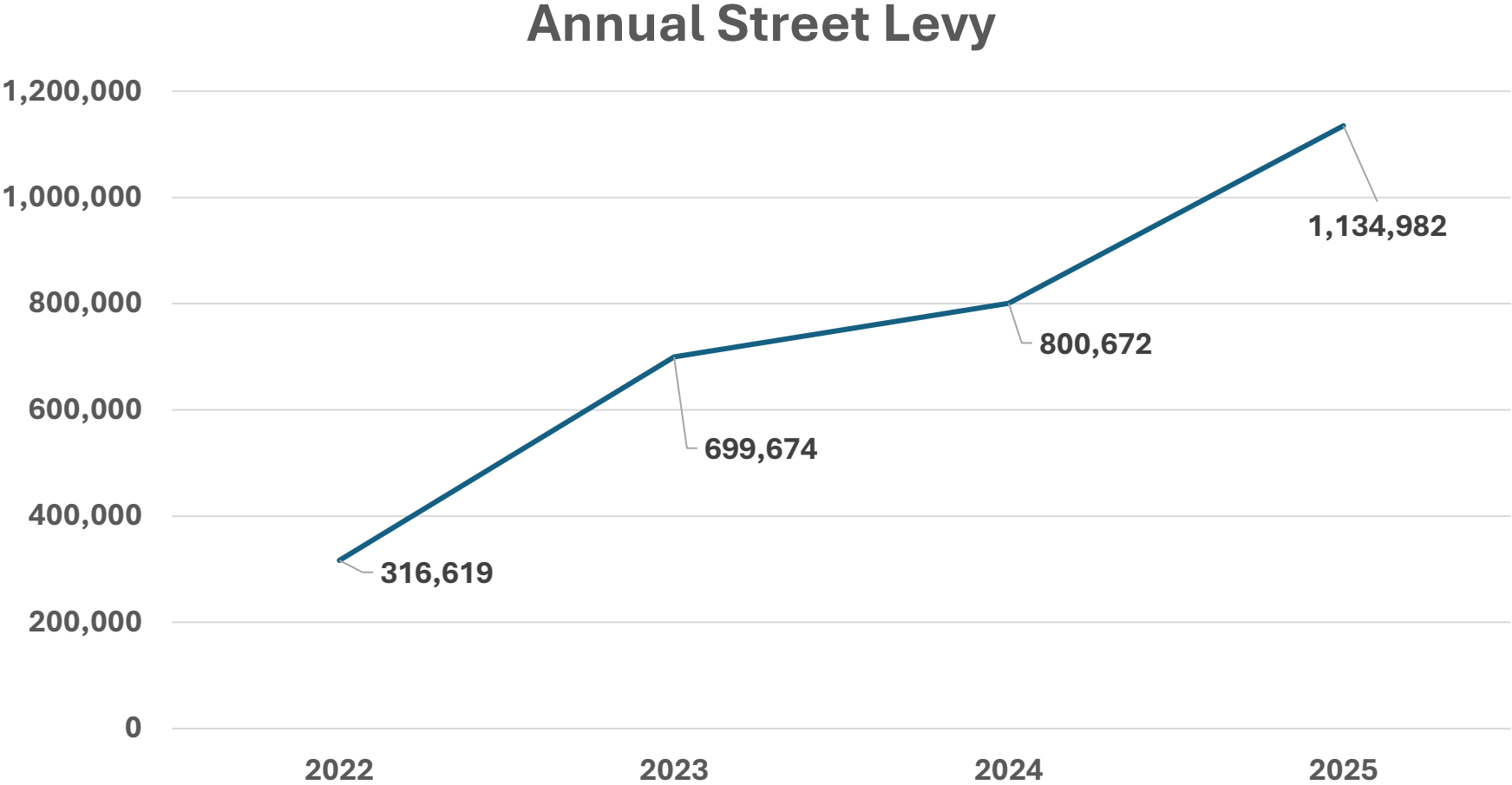
City Hall Levy 3% of the Tax Rate - Increases based off tax Capacity



DEBT – STREET IMPROVEMENTS



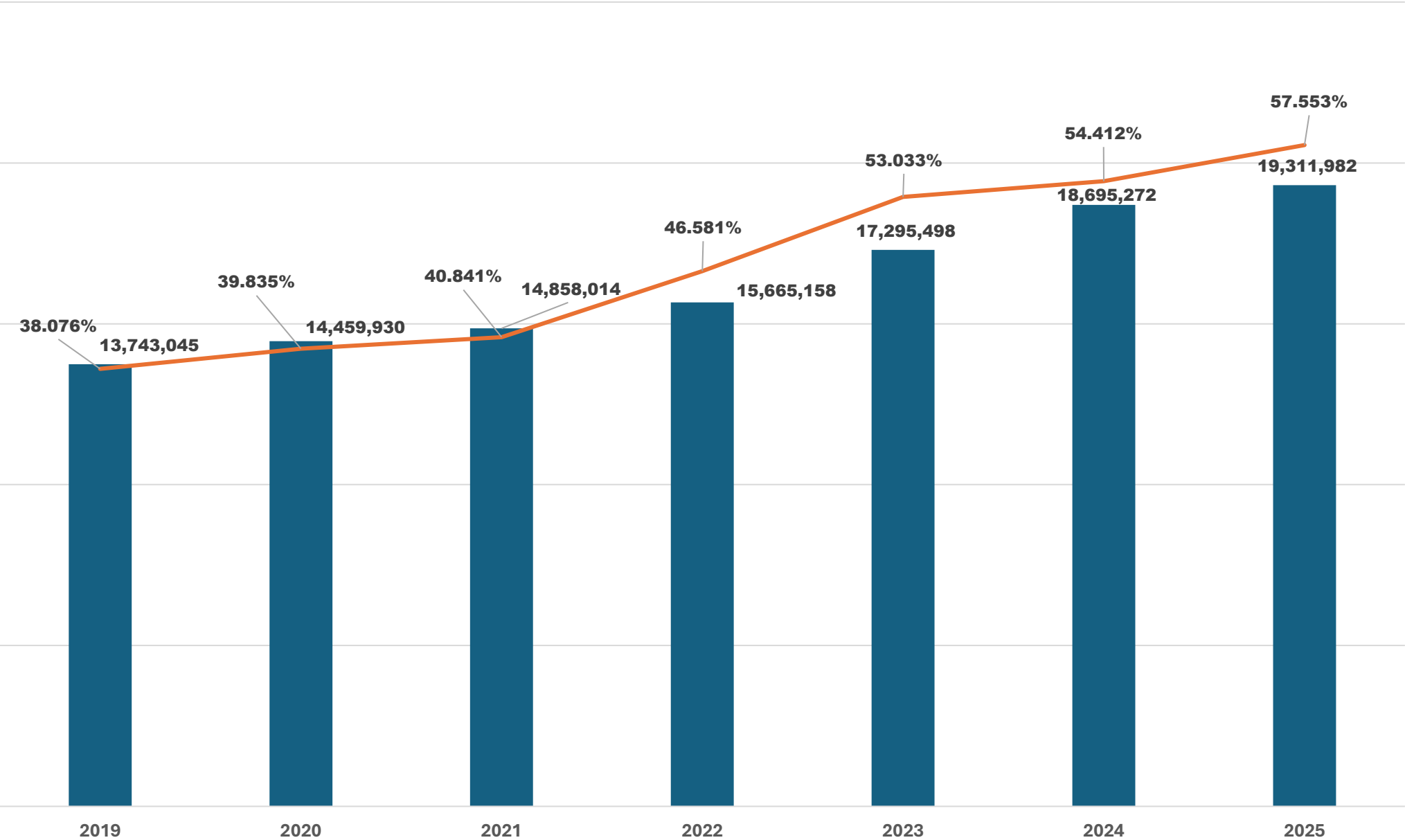
DEBT – STREET IMPROVEMENTS



DEBT – STREET IMPROVEMENTS

Debt Issue	2025 Levy
2022A	\$273,544
2023A	\$526,936
2024A	\$334,502
Total	\$1,134,982

Tax Capacity & Tax Rate Comparison



2025 PROPOSED BUDGET

Description	2025 Proposed Budget	2024 Actual Budget	Change
General Fund	\$9,410,932	\$8,829,636	\$581,296
Street Debt	\$1,134,982	\$800,672	\$334,310
City Hall Debt	\$587,000	\$555,000	\$32,000
Total	\$11,132,914	\$10,185,308	\$947,606
Description	2025 Proposed Tax Rate	2024 Actual Tax Rate	Change
General Fund	48.731%	47.170%	1.561%
Street Debt	5.877%	4.277%	1.600%
City Hall Debt	3.040%	2.965%	0.075%
Total	57.648%	54.412%	3.236%

2025 RESIDENTIAL CITY TAX EXAMPLE

Residential	2024 Taxes Payable	2025 Taxes Payable (no change in value)	2025 Taxes Payable (7.7% Change in Value)
Taxable Value	180,200	180,200	194,075
Residential Homestead <\$500k	1.00%	1.00%	1.00%
Tax Capacity	\$1,802	\$1,802	\$1,941
Tax Capacity Rate	54.412%	57.648%	57.648%
City Taxes Owed*	\$980.50	\$1,038.82	\$1,118.95

\$180,200 is the median home value for taxes payable 2025 7.7% is the median change in home value

** Estimate, subject to change*



Presented by: Tom Odens, Finance Director
Monday, December 2, 2024
City Council

ARPA

Project	Amount
Housing Trust	\$150,000
Police Squads	\$87,000
Tyler Technology	\$17,506.23
Total	\$254,506.23

Capital Improvement Program

Project	Amount
Airport (2)	\$105,400
Civic Center Doors	\$80,000
Civic Center Wall	\$80,000
IS Cameras	\$50,000
Police Squads	\$33,000
Public Works Equipment Reserve	\$137,016
Total	\$485,416

General Fund

Project	Amount
Preliminary Levy	\$9,410,932
Adjustments	(\$190,416)
Tyler Technology	\$155,000
CIP Adjustment	\$35,416
Total	\$9,410,932

2025 PROPOSED BUDGET

Description	2025 Proposed Budget	2024 Actual Budget	Change
General Fund	\$9,410,932	\$8,829,636	\$581,296
Street Debt	\$1,134,982	\$800,672	\$334,310
City Hall Debt	\$587,000	\$555,000	\$32,000
Total	\$11,132,914	\$10,185,308	\$947,606
Description	2025 Proposed Tax Rate	2024 Actual Tax Rate	Change
General Fund	48.731%	47.170%	1.561%
Street Debt	5.877%	4.277%	1.600%
City Hall Debt	3.040%	2.965%	0.075%
Total	57.648%	54.412%	3.236%



Presented by: Tom Odens, Finance Director
Monday, December 2, 2024
City Council



City Council Action Request

Council Meeting Date:	December 2, 2024	Agenda Item Number:	10.B.
Agenda Section:	Public Hearing:	Originating Department:	Public Works
Resolution:	No	Prepared By:	Justin DeLeeuw, Public Works Director
Ordinance:	Yes	Presented By:	Justin DeLeeuw, Public Works Director
Item:	Ordinance Amending Sanitary Sewer Rates 2025 through 2029		

RECOMMENDED ACTION:

1. Adopt the Ordinance Amending Sanitary Sewer Rates
2. Publish the Ordinance by Summary

OVERVIEW:

On November 18th, 2025, the Council heard the findings of a Wastewater Rate Study performed by Baker Tilly. To ensure that user rates cover outstanding debt service, projected operating expenses, and future capital requirements, rates are recommended to increase by 12.5% in 2025, 10% in 2026, 5% in 2027, 5% in 2028, and have no increase in the year 2029.

Sanitary rates have not changed since 2017.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Ordinance Amending Sewer Rates Beginning 2025
2. SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO
3. #1348 - Ordinance Amending Sewer Rates from 2013
4. 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:

Verna Larsen, City Clerk

Doug Reese, Mayor

This Ordinance introduced by Council Member: _____ Ask _____

This Ordinance introduced on: _____ November 18, 2024 _____

This Ordinance published on: _____ November 23, 2024 _____

This Ordinance given a hearing on: _____ December 2, 2024 _____

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
* 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 commercial/industrial user.					
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				



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

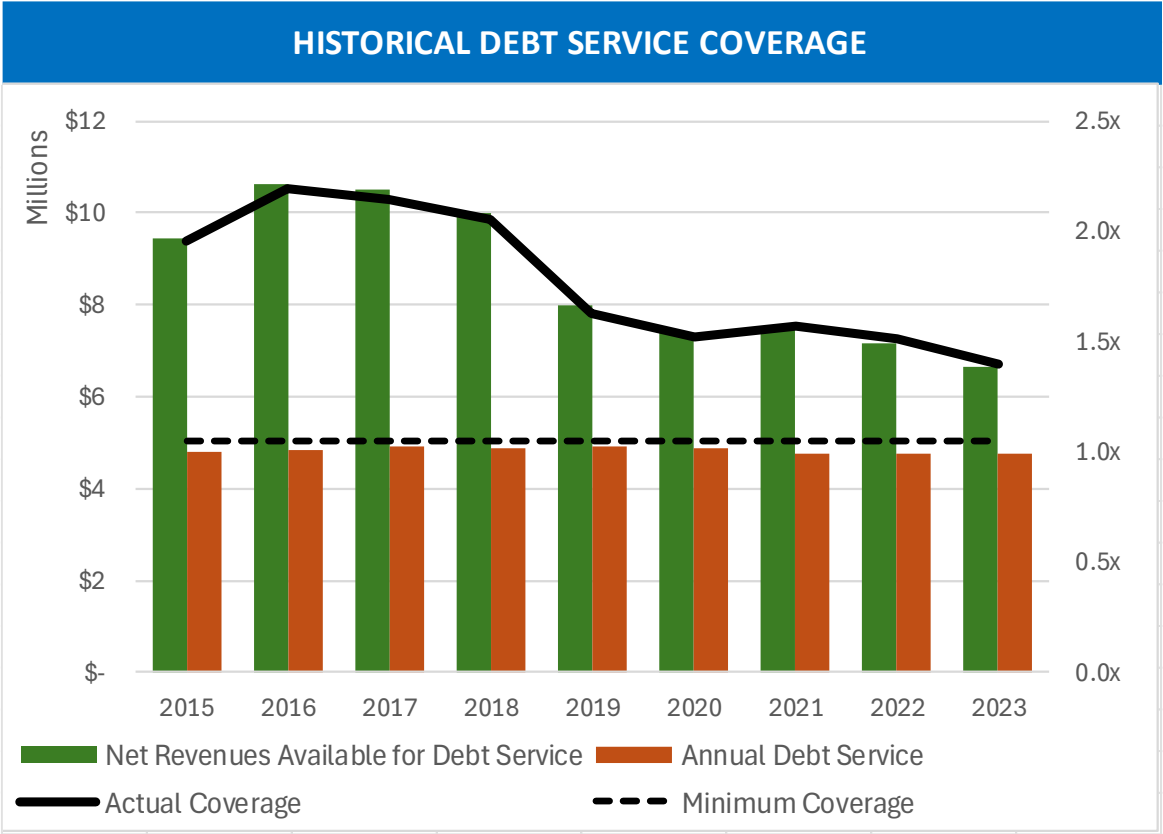
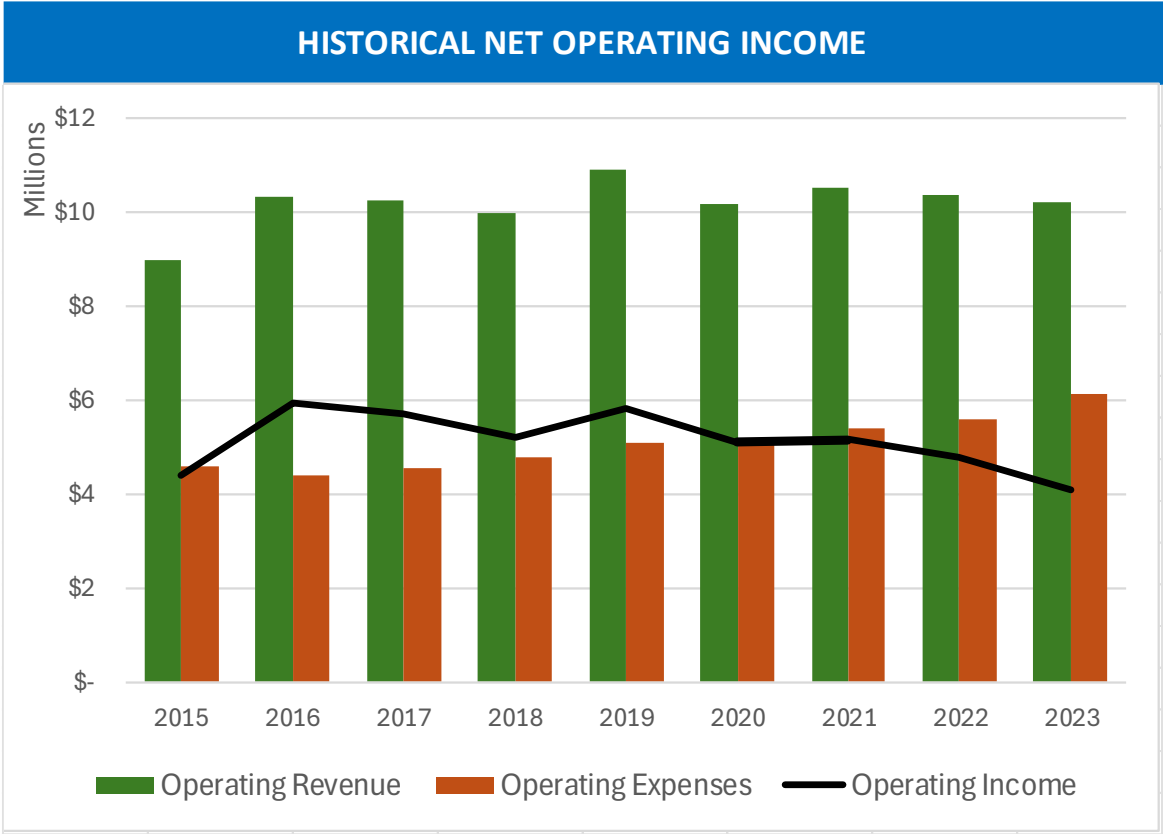
Debt Service: 100% of following year's debt service

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:

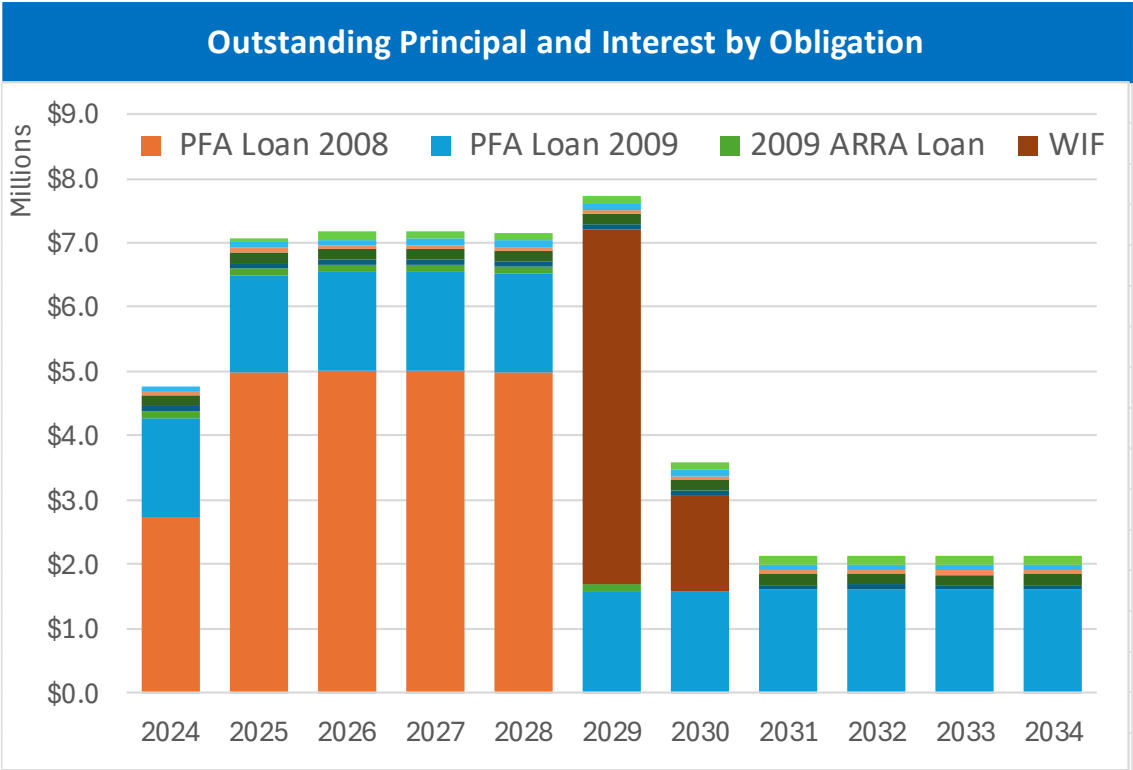
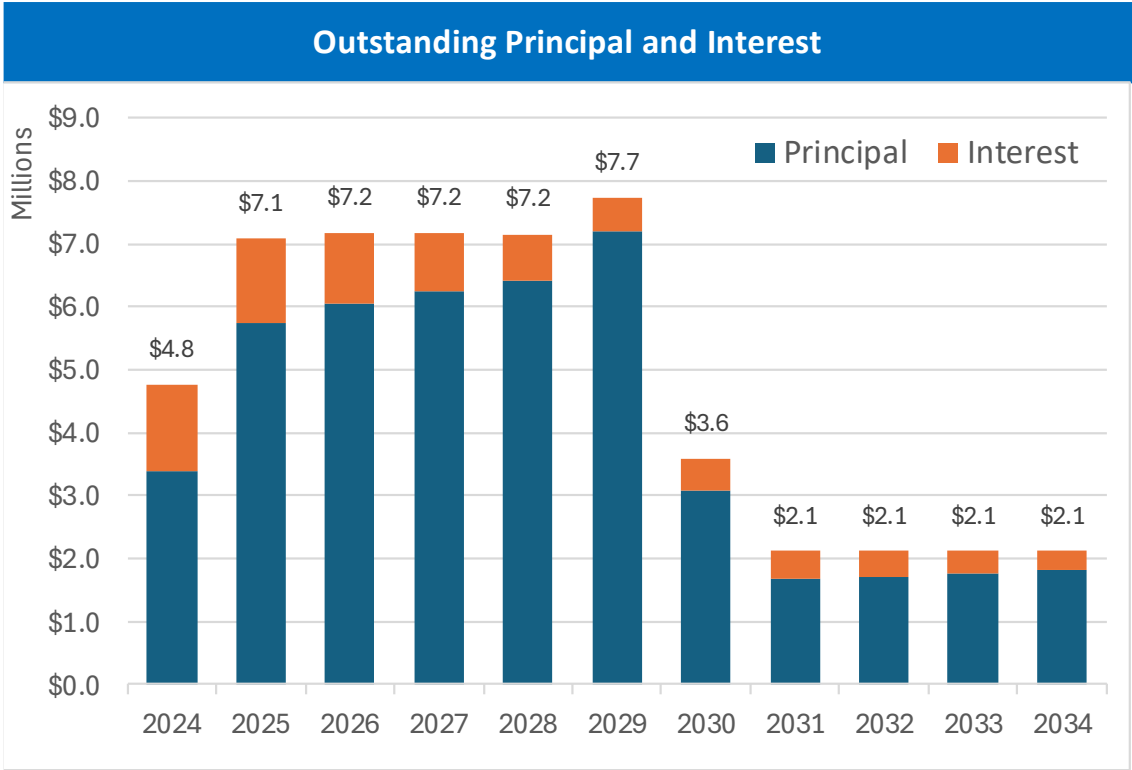
a covenant that the municipality or county will impose and collect charges of the nature authorized by this section at the times and in the amounts required to produce...net revenues adequate to pay all principal and interest when due on the obligations and to create and maintain reserves securing the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



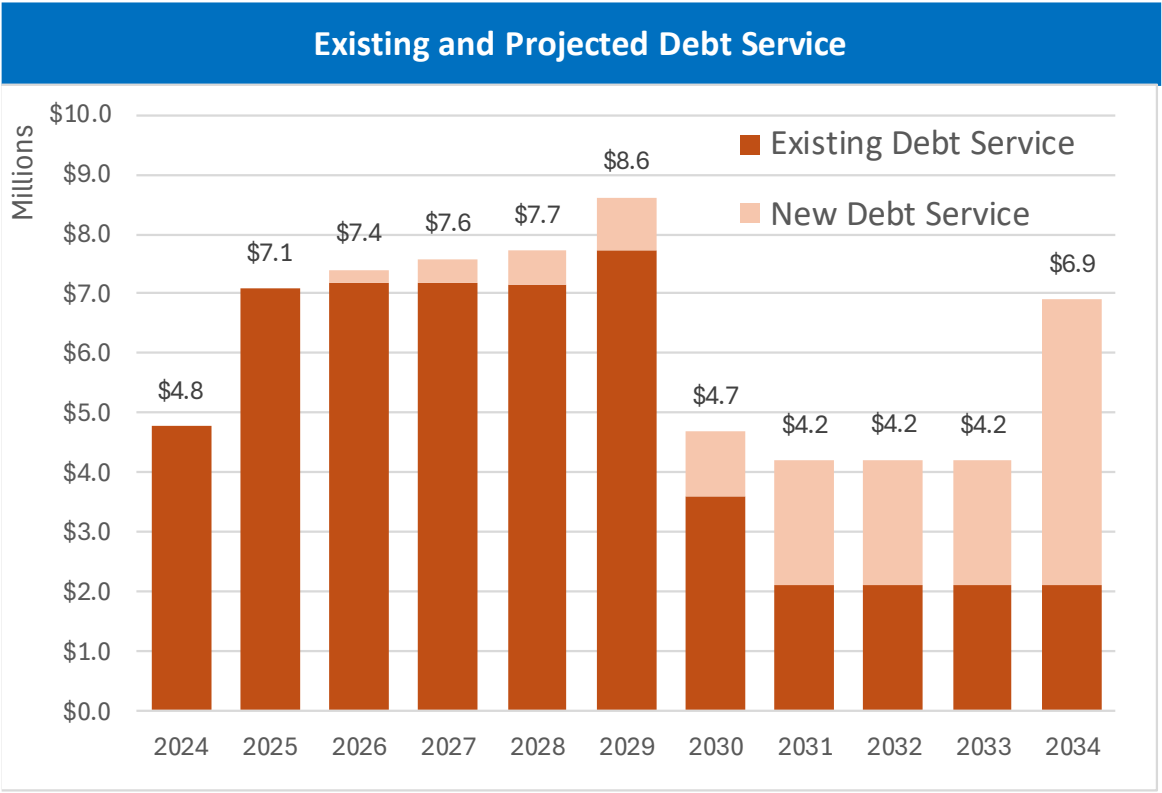
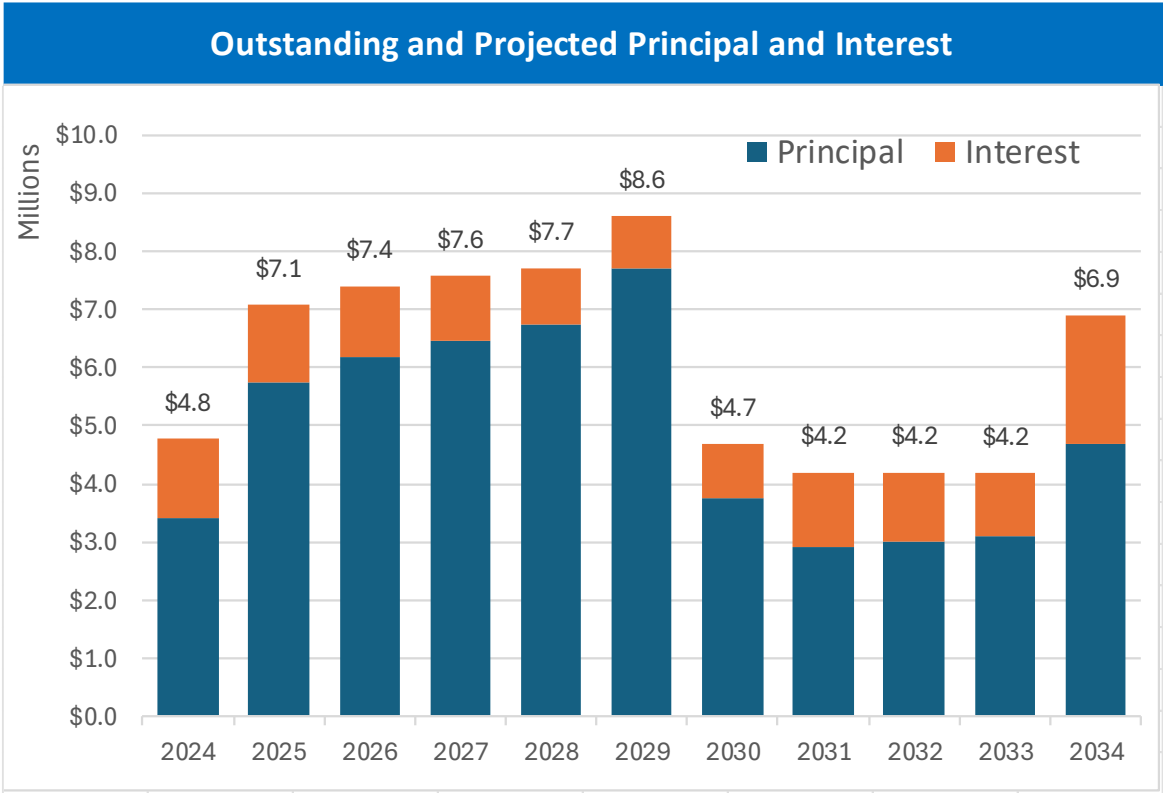
Future Assumptions – Operating Budget

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

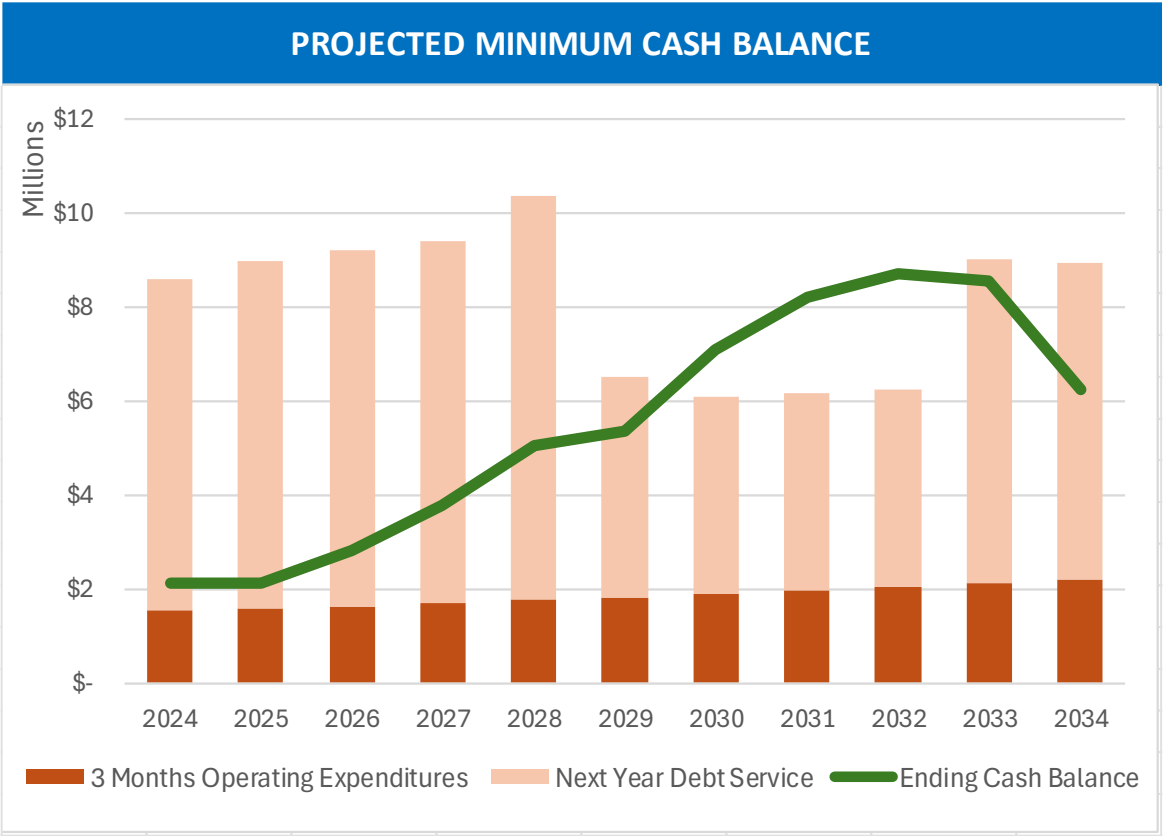
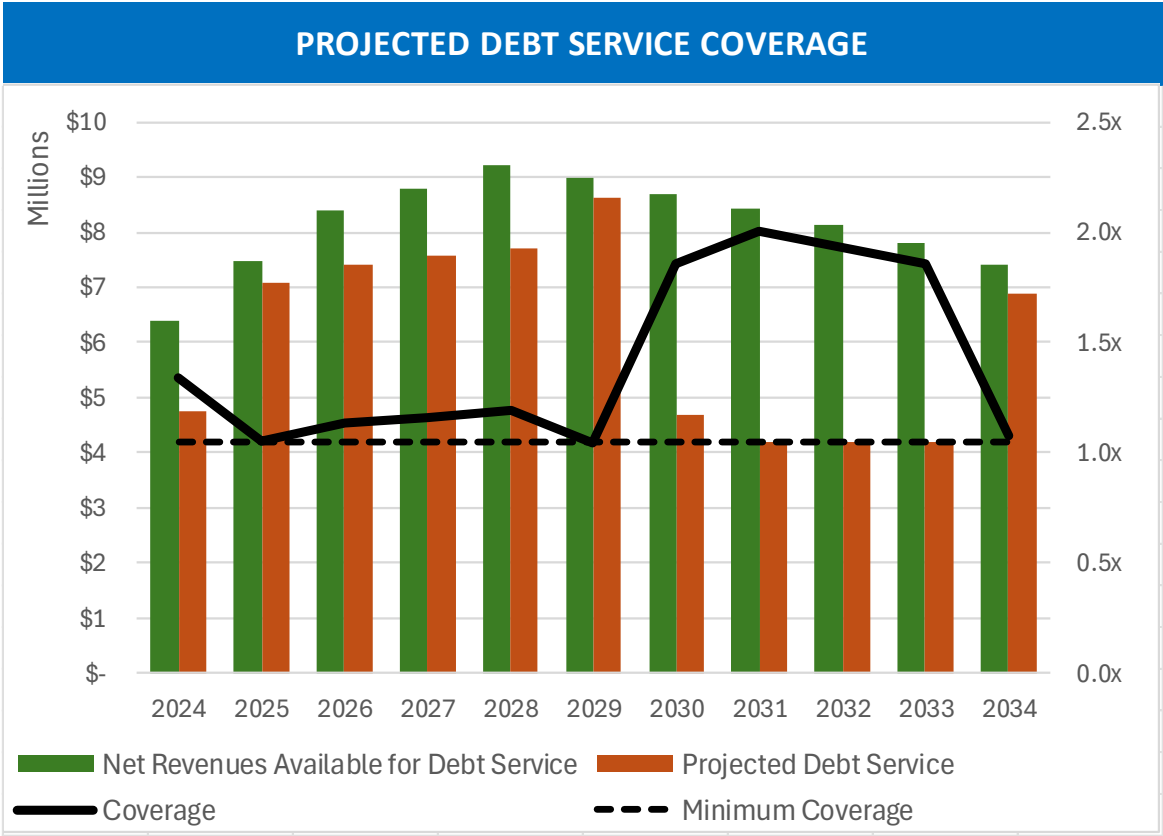


The Big Picture

- 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:	December 2, 2024	Agenda Item Number:	11.A.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	Yes	Prepared By:	Christopher Corbett, Planning and Development Director
Ordinance:	No	Presented By:	Christopher Corbett, Planning and Development Director
Item:	JOTS Purchase Agreement Amendments		

RECOMMENDED ACTION:

Motion by: _____ Second by: _____ to approve by resolution the re-approval of the Purchase Agreement reflecting the change in terms and intended use for the property as outlined.

Motion by: _____ Second by: _____ to authorize the Mayor and City Administrator to sign a final version and proceed with scheduling a close date.

OVERVIEW:

- In April 2024, the City Council of the City of Willmar passed an Ordinance authorizing the sale of said property to JOTS, in addition to also passing a Resolution approving the Commercial Purchase Agreement for the transaction with JOTS.
- After the City Council approvals were given, the City learned the intended use of the property by JOTS had changed, requiring certain necessary revisions to the previously approved Commercial Purchase Agreement.
- The City and JOTS have negotiated substantial revisions to the Commercial Purchase Agreement, which include: the City maintaining a Right of First Refusal to reacquire the property from JOTS should they attempt to sell the property instead of a conditional option to repurchase the property if no development occurs as was

previously agreed to, the removal of earnest money being paid for the transaction, ensuring a closing date occurs before the end of the year 2024, and the reservation of certain easements in favor of the City, among other changes.

- The purchase price for the transaction and the actual property being sold has not changed since the public hearing on April 2024.
- Due to both the scope of JOTS's intended use for the property changing, and due to the terms of the Purchase Agreement being substantially revised, City Council re-approval of the Purchase Agreement is required.

BUDGETARY/FISCAL ISSUES:

\$854,145.00/ \$28,500.00) per acre

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution Re-approving Purchase Agreement with JOTS - 11.19.24
2. City of Willmar - Right of First Refusal (Exhibit E to purchase agreement) 11.19.24 (UPDATED SIGNATURE PAGE)
3. City of Willmar - Commercial Property Purchase Agreement 11.19.24 (final version)

CITY OF WILLMAR
RESOLUTION NO. _____

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR,
MINNESOTA REAPPROVING A COMMERCIAL PROPERTY PURCHASE AGREEMENT
WITH JENNIE-O TURKEY STORE, INC

WHEREAS, on April 1, 2024, the City Council of the City of Willmar held a duly noticed public hearing related to the sale of certain City owned property in the City’s Industrial Park to Jennie-O Turkey Store Inc (“JOTS”), upon JOTS contacting the City about acquiring the property that directly abuts its other production facilities; and

WHEREAS, on April 1, 2024, the City Council of the City Willmar passed an Ordinance authorizing the sale of said property to JOTS, in addition to also passing a Resolution approving the Commercial Purchase Agreement for the transaction with JOTS; and

WHEREAS, after the City Council approvals were given, the City learned the intended use of the property by JOTS had changed, requiring certain necessary revisions to the previously approved Commercial Purchase Agreement; and

WHEREAS, the City and JOTS have negotiated substantial revisions to the Commercial Purchase Agreement, which include: the City maintaining a Right of First Refusal to reacquire the property from JOTS should they attempt to sell the property instead of a conditional option to repurchase the property if no development occurs as was previously agreed to, the removal of earnest money being paid for the transaction, ensuring a closing date occurs before the end of the year 2024, and the reservation of certain easements in favor of the City, among other changes; and

WHEREAS, the purchase price for the transaction and the actual property being sold has not changed since the public hearing on April 1, 2024; and

WHEREAS, due to both the scope of JOTS’s intended use for the property changing, and due to the terms of the Purchase Agreement being substantially revised, City Council reapproval of the Purchase Agreement is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the Commercial Property Purchase Agreement, attached hereto as Exhibit A, is hereby approved, and the Mayor and City Administrator are authorized to sign a final version thereof that is in substantial conformity with the draft attached as Exhibit A.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Willmar, Minnesota, that the Right of First Refusal agreement, which is an exhibit to the Commercial Property Agreement attached as Exhibit A, is hereby approved and the Mayor and City Administrator are authorized to sign a final version thereof that is in substantial conformity with the draft attached as Exhibit A.

Dated this ____ day of _____, 2024

MAYOR

Attest:

CITY CLERK

EXHIBIT A
Commercial Purchase Agreement

(Top 3 inches reserved for recording data)

RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE

This Right of First Refusal to Purchase Real Estate is made this ____ day of _____, 2024, by and between Jennie-O Turkey Store, Inc., a Minnesota corporation, hereinafter referred to as “JOTS and the City of Willmar, a municipal corporation under the laws of Minnesota, hereinafter referred to as the “City.”

RECITALS

1. JOTS is the owner of certain real property located in the City of Willmar, Kandiyohi County, Minnesota, identified as Parcel No. 95-872-1160, comprising 29.97 acres in size, legally described on the attached Exhibit 1, together with all improvements thereon (the “Property”).
2. JOTS desires to acquire from City the entirety of the Property by voluntary sale for purposes of utilizing the Property to support the expansion of JOTS’s existing commercial operations on the JOTS-owned Parcels, including but not limited to expansion and modernizing Buyer’s existing turkey handling, receiving, and shipping facilities, employee parking areas, and constructing a new access to JOTS’s facility from Willmar Avenue and related roadway improvements to Willmar Avenue to improve the safety of accessing the site and the onsite flow of traffic (the “Project” or Intended Use”). The total value of the projects contemplated is estimated at \$29,800,000 and will not result in the addition of new jobs to the facility as a result of or arising out of the development.
3. City and JOTS are parties to a Commercial Property Purchase Agreement dated _____, 2024, (the “Purchase Agreement”). A condition of the Purchase Agreement closing was that City and JOTS execute this Agreement concerning a Right of First Refusal over the Property.

4. JOTS agrees to grant to City, and City agrees to accept from JOTS, a Right of First Refusal to purchase the Property in Exhibit 1 “as-is” without making any representations or warranties as to the condition of the Property or its suitability.

AGREEMENT

For \$1.00, the mutual covenants and agreements of the parties hereto contained herein and in the 2024 Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and JOTS hereby agree as follows:

1. Grant of Right of First Refusal. JOTS does hereby grant unto the City the exclusive and irrevocable right, during the term of this Agreement, of first refusal to purchase, upon the terms and conditions hereinafter set forth, the Property situated in the City of Willmar, Kandiyohi County, Minnesota, as legally described on the attached Exhibit 1, together with any and all improvements located thereon at the time such right is exercised (“Right of First Refusal”).

2. Term and Expiration. City’s Right of First Refusal shall expire fifteen (15) years from and after the date hereof (the “Expiration Date”).

3. Notice of Offer. In the event that JOTS shall desire to sell the Property pursuant to any bona fide offer received from or tendered to a third party prior to the Expiration Date, it shall promptly thereafter notify City of such offer in writing (“JOTS’s Notice”) in the manner required by Section 9. JOTS’s Notice shall include a copy of the purchase agreement by and between the JOTS and the proposed purchaser. For the purpose of this agreement, any and all subsidiaries of Hormel Foods Corporation (“HFC”) will not be defined as or included within the definition of a third party and any such transfer of the property to a subsidiary of HFC will not trigger the Right of First Refusal.

4. Consideration of Offer. Buyer shall have 30 days from and after receipt of JOTS’s Notice to exercise its Right of First Refusal (“Response Period”).

5. Right of Entry. During the Response Period, JOTS shall allow City and its agents, upon 24 hours advance verbal or written notice from City to JOTS, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations as City deems prudent, necessary or advisable in its consideration of the third party offer, all however, at City’s expense. City agrees to indemnify and hold JOTS harmless from all expense, injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to City’s presence on the Property for the purposes aforesaid, which indemnity and hold harmless obligation of City shall survive termination of this Agreement for any reason. City will return the Property to its original condition after any inspections and testing.

6. Right of First Refusal Declined. If City shall either give written notice of intent not to exercise its Right of First Refusal or shall give no notice within the Response Period, JOTS may accept the bona fide offer and proceed with the sale thereunder on the terms

and conditions set forth in JOTS's Notice without further obligation under this Agreement to City unless the purchase agreement entered into with the bona fide purchaser is subsequently amended or modified in any material respect (as hereafter defined) or fails to close within 180 days of the date set forth in the JOTS's Notice, in which case City's Right of First Refusal shall again be invoked pursuant to the provisions stated in this Article, the same as if said proposed amendment or modification was the initial offer. An amendment or modification to the purchase agreement of a bona fide purchaser, other than City, shall be deemed to be material if it reduces the purchase price (except for reductions from the stated purchase price in the purchase agreement upon application of JOTS's Industrial Land Pricing Write-Down Policy or any similar policy to the specifications of a bona fide purchaser's development proposal, which shall not be considered to be a modification to the purchase agreement) or extends the time for any payment of the purchase price (except for an extension of the date for closing the purchase).

7. Right of First Refusal Exercised. If City notifies JOTS in writing in the manner required by Section 9 that it elects to purchase the Property pursuant to its Right of First Refusal within the Response Period, the terms of such purchase shall be as set forth in the following subparagraphs A through L:

A. Purchase Price. The purchase price for the Property shall be original price paid for the Property as reflected in the Purchase Agreement, Eight Hundred Fifty-Four Thousand One Hundred Forty-Five Dollars (\$854,145.00), plus an annual inflationary adjustment of 1% per year for the length of time that has passed from the Closing Date until the Right of First refusal is exercised, plus the assessed value of any improvements installed on the Property by JOTS (the "Purchase Price"). The Purchase Price shall be paid at the Closing Date in immediately available funds.

B. No Representations or Warranties. JOTS shall quit claim the Property to City on the Closing Date without making any representations or warranties about the condition of the Property, and City agrees to accept the Property "as is", subject to the terms and conditions herein contained.

C. Closing Date. City's notice to exercise its Right of First Refusal shall set a proposed date for the closing of the sale herein contemplated, which date shall be on a business day, and which date shall be not sooner than 30 business days nor longer than 90 business days after the service of the notice of election, unless otherwise agreed upon by the parties in writing (the "Closing Date"). The closing shall take place at Willmar City Hall, 333 6th Street Southwest, Willmar, MN 56201, unless an alternate location is agreed to by the parties.

D. JOTS's Closing Documents. On the Closing Date, JOTS shall deliver to City the following:

i. Quit Claim Deed. A duly executed quit claim deed, conveying the entirety of JOTS's interest in the Property to City.

ii. JOTS's Affidavits. JOTS shall provide a standard owner's affidavit

and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of subparagraph I of this Section.

iii. Well Certificate. If there are wells on the Property, a Well Certificate in the form required by Minn. Stat. § 103I.

iv. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.

v. Abstract. The abstract of title or the owner's duplicate certificate of title for the Property, if the same is in the JOTS's possession.

vi. Other. Such other documents as may reasonably be required to transfer fee title to the Property to City and to enable the Title Company to provide the Title Policy as required by this Agreement.

E. City's Closing Obligations. On the Closing Date, City will deliver to JOTS the Purchase Price (less the Earnest Money previously paid to JOTS), by check or wire.

F. City's Contingencies. The obligation of the City to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:

i. On the Closing Date, title to the Property shall be acceptable to City in accordance with the provisions of Section 9.

ii. The contingencies in this section are solely for the benefit of, and may at any time be waived by, the City. If any approval as provided herein is not obtained by the Closing Date, this Agreement shall be null and void, and in this event JOTS may retain the earnest money paid by City.

G. JOTS's Contingencies. The obligation of the JOTS to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:

i. The Willmar City Council shall pass an ordinance authorizing the purchase of the Property to City consistent with the terms of this Agreement as required by Section 2.12, subdivision 1(G) of the City's Home Rule Charter.

ii. City shall have performed all of its obligations required to be performed by City under this Agreement, and each of City's representations and warranties set forth in this Agreement shall be true and correct as if the same were made on the Closing Date.

H. Prorations. JOTS and City agree to the following prorations and allocation of

costs regarding this Agreement.

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

ii. Deed Tax. City shall pay the state deed tax as required in order to convey the Property to City.

iii. Real Estate Taxes and Special Assessments. General real estate taxes payable in the year prior to the year of Closing and all prior years will be paid by JOTS. General real estate taxes shall be prorated such that JOTS shall pay such portion of such taxes and assessments attributable to the period beginning on January 1 of the year in which the Closing Date takes place, and continuing through and including the Closing Date and City shall pay such portion of such taxes attributable to the period beginning on the first day after the Closing Date takes place. If general real estate taxes due and payable during the year in which the Closing Date takes place have not yet been determined as of the Closing Date, City and JOTS shall prorate based on the last tax statement available. JOTS shall deliver the Property with all special assessments for infrastructure improvements constructed on or adjacent to the Property paid in full.

iv. Recording Costs. City will pay the cost of recording JOTS's quit claim deed and Well Certificate, if any. JOTS shall pay the cost of recording any documents necessary to perfect its own title or which release encumbrances other than Permitted Encumbrances.

v. Other Costs. All other operating costs of the Property will be allocated between JOTS and City as of the Closing Date, so that JOTS pays that part of such other operating costs accruing on or before the Closing Date, and City pays that part of such operating costs accruing after the Closing Date.

vi. Attorneys' Fees. Each of the parties will pay its own attorneys', accountants' and consultants' fees.

I. Title. JOTS shall quit claim the entirety of its interest in the Property to City, and City shall have the opportunity to satisfy itself that JOTS's interest in the Property is free of encumbrances other than easements and restrictions of record which do not materially interfere with City's intended use of the Property and Permitted Exceptions as provided herein.

i. Title Commitment. City may at any time during the Response Period, or within 30 days after providing JOTS written notice of its election to exercise the

Right of First Refusal, obtain at its sole cost and expense, a title commitment ("Title Commitment") covering the Property and binding the title company ("Title Company") to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the purchase price hereunder. With reasonable diligence upon request by City during the Response Period or after's City's election to exercise its Right of First Refusal, JOTS shall deliver to City one or more Abstracts of Title, if the same are in JOTS's possession, covering all parcels that make up the Property.

ii. Objections. Within ten business days after delivery of the Title Commitment to City from its Title Company, City may deliver to JOTS such written objections as City may have to the form and content contained therein. JOTS shall make commercially reasonable efforts to satisfy such objections prior to the Closing Date.

iii. City's Rights if JOTS Fails to Cure Objections. If JOTS delivers written notice to City on or before the Closing Date that JOTS is unable to satisfy any objection or if, for any reason, JOTS is unable to convey title satisfactory to City in accordance herewith, City may, as City's exclusive remedies, waive such objections and accept such title as JOTS is able to convey or terminate this Agreement by written notice to JOTS and receive a refund of the earnest money, provided that such termination notice must be delivered on or before the Closing Date.

iv. Permitted Exceptions. The following shall be deemed to be permitted exceptions:

(a) Building and zoning laws, ordinances, state and federal regulations; and

(b) Restrictions and covenants contained in that certain Willmar Industrial Park Third Addition and Willmar Industrial Park Fourth Addition Protective Covenants, dated April 25, 2016, and recorded on April 27, 2016, as Document No. 634517 in the Office of the Kandiyohi County Recorder.; and

(c) The lien of real property taxes payable in the year of Closing which by the terms of this Agreement are to be paid or assumed by City.

(d) Matters contained in the Title Commitment or Survey which City obtained or will obtain as part of this transaction and for which City does not make any objection to or waives any objection to and proceeds to closing on the

J. Operation Prior to Closing. During the period from the date of City's election to exercise its Right of First Refusal to the Closing Date (the "Executory Period"), JOTS shall operate and maintain the Property in the ordinary course of business in accordance

with prudent, reasonable business standards, including the maintenance of adequate liability insurance and any currently-maintained insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief, provided, that JOTS will not enter into any new leases, or renew any lease terms (other than on a month-to-month basis), or modify or terminate any lease, or accept the surrender of any leased premises, without the written consent of City, which consent shall not be unreasonably withheld or delayed.

K. Damage. If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire casualty, the elements or any other cause, JOTS shall immediately give notice to City of such fact and at City's option (to be exercised within 15 days after JOTS's notice), this Agreement shall terminate. In the event City does not terminate this Agreement during the said 15 day period, JOTS shall have the right, during the succeeding five day period to terminate this Agreement by giving written notice thereof to City. In the event either City or JOTS so terminates this Agreement, the parties will have no further obligations under this Agreement and any Earnest Money, together with any accrued interest, shall be refunded to City.

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

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

"Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq.,

the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., and the Minnesota Environmental Response and Liability Act, all as amended from time to time, and any other federal, state, local or other governmental code, statute, regulation, rule, law, permit, consent, license, order or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and

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

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

8. Estoppel Certificate. If City elects not to exercise its Right of First Refusal as provided in this Agreement, or if it otherwise fails to respond to JOTS’s notice given pursuant to Section 3 above within the time period provided in Section 4 above, then in either of such instances, City shall execute an “Acknowledgment, Estoppel and Certification” in a form reasonably acceptable to JOTS and City, which acknowledges and certifies to JOTS (and to the bona fide purchaser) that the Right of First Refusal as set forth in this Article does not apply with respect to the sale of the Property to the bona fide purchaser, subject, however, to a closing on the sale of the Property to the bona fide purchaser. Such an Acknowledgment, Estoppel and Certification shall not be a condition precedent as to whether City’s Right of First Refusal as set forth in this Article is inapplicable, but shall simply be made available to JOTS at its option and at its request.

9. Notices. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to JOTS by delivering it personally to a representative of JOTS; or if it is directed to City, by delivering to a representative of City; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice as above required, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

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

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

Willmar, MN 56201

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

And email copy to: Legal_Contracts_Team@hormel.com

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

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

11. Binding Effect; Assignment. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. Each party agrees to give the other party notice prior to assigning its interest in the Property or this Agreement.

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

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the day and year first set forth above.

Jennie-O Turkey Store, Inc.

By: _____
Matthew Schrupp, Its President

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Matthew Schrupp, as its President, for Jennie-O Turkey Store, Inc.

Notary Public

CITY OF WILLMAR, MINNESOTA

By: _____
Douglas E. Reese, Its Mayor

Date: _____

By: _____
Leslie Valiant, Its City Administrator

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Douglas E. Reese, as Mayor, and Leslie Valiant, as City Administrator, for the City of Willmar, Minnesota.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Flaherty & Hood, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
(651) 225-8840

EXHIBIT 1
LEGAL DESCRIPTION OF THE PROPERTY

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

COMMERCIAL PROPERTY PURCHASE AGREEMENT

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

RECITALS

1. Seller is the owner of certain real property located in the City of Willmar, Kandiyohi County, Minnesota, identified as Parcel No. 95-872-1160, comprising 29.97 acres in size, legally described on the attached Exhibit A, and as depicted on the attached Exhibit B, together with all improvements thereon (the “Property”).
2. Buyer is the owner of Parcel Nos. 95-872-1210, 95-872-1180, 95-872-5850 and 95-872-5860 located immediately south of the Property (the “Buyer-owned Parcels”).
3. Buyer desires to acquire from Seller the entirety of the Property by voluntary sale for purposes of utilizing the Property to support the expansion of Buyer’s existing commercial operations on the Buyer-owned Parcels, including but not limited to expansion and modernizing Buyer’s existing turkey handling, receiving, and shipping facilities, employee parking areas, and constructing a new access to Buyer’s facility from Willmar Avenue and related roadway improvements to Willmar Avenue to improve the safety of accessing the site and the onsite flow of traffic (the “Project” or Intended Use”). The total value of the projects contemplated is estimated at \$29,800,000 and will not result in the addition of new jobs to the facility as a result of or arising out of the development.
4. Seller is willing to sell its interest in the Property “as is” without making any representations or warranties as to the condition of the Property or its suitability to Buyer’s purposes.

AGREEMENT

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

1. Offer/Acceptance. Buyer agrees to purchase and Seller agrees to sell the Property under the terms and conditions set forth in this Agreement.
2. Purchase Price. The purchase price for the Property shall be Twenty-Eight Thousand Five Hundred and 00/100 Dollars (\$28,500.00) per acre (the “Purchase Price”), estimated to equal Eight Hundred Fifty-Four Thousand One Hundred Forty-Five Dollars (\$854,145.00), payable as follows:

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

3. Conveyance; Limited Representations or Warranties. Seller agrees to quit claim the Property to Buyer on the Closing Date using a quit claim deed, and Buyer agrees to accept the Property “as is,” subject to the terms and conditions herein contained and the limited warranties listed below.

- a. The transaction provided for in this Agreement and the consummation thereof along with the performance by City of the covenants, warranties, and obligations hereunder will not conflict with, result in the breach of any term or provision of, any indenture, mortgage, deed of trust, or other agreement, instrument, undertaking, understanding, decree, order, stipulation, or consent to which City is a party or by which City is bound.
- b. City certifies that it does not know of any wells, above or below ground storage tanks or individual sewage treatment systems on or serving the Property.

4. Closing Date. The closing shall take place through an escrow type closing using the Title Company (as defined below) as the closing agent, or at such other place as may be agreed to mutually by the parties, on a date mutually agreed to by the parties, but no later than thirty (30) days after the Inspection/Due Diligence Period described in Section 13 has expired or is waived in writing by Buyer, subject to extension for title curative matters pursuant to Section 10 (the “Closing Date”), however, under no circumstances shall the Closing Date be later than December 31, 2024. Seller agrees to deliver possession of the Property to Buyer on the Closing Date. “Title Company” will mean First American Title located at 121 South 8th Street, Suite 1250, Minneapolis, MN. The primary contacts for the title work to be performed will be Kristi Broderick whose email address is kbroderick@firstam.com and Elizabeth A. Giese, RP MnCP whose email address is egiese@firstam.com.

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

- a. Right of First Refusal. Seller shall retain a Right of First Refusal to repurchase the Property, as dictated and established in the Right of First Refusal Agreement attached to this Agreement as Exhibit E. This Right of First Refusal shall be a Sellers Contingency, as discussed in section 8b below.
- b. Permanent Easements Reserved to Seller. Seller and its successors and assigns shall retain, for the use and benefit of the public, certain permanent easements to be reserved on the Seller’s quit claim deed, as depicted on Exhibit C attached hereto and incorporated herein by reference, specifically as follows:

- i. A permanent easement, 30 feet in width centered on the existing public sanitary sewer main located in the southwest corner of the Property;
- ii. A permanent easement, twelve feet in width, for utility and drainage purposes, over, under and across those portions of the perimeter of the Property that abut a public right-of-way;
- iii. A permanent easement ten feet in width, for utility and drainage purposes, over under and across those portions of the perimeter of the Property that do not abut a public right-of-way;
- iv. Such other permanent and temporary easements as determined necessary by the City following its review of the site plan and utilities plan for the Project; and
- v. A right of flight for the passage of aircraft in the airspace above the surface to the Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Willmar Municipal Airport.

c. Restrictive Covenants.

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

- v. Buyer, on behalf of itself and its successors and assigns, further agrees to comply with Notice requirements contained in Federal Aviation Regulations Part 77, Subpart B.

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

- a. Quit Claim Deed. A duly executed quit claim deed, conveying the entirety of Seller's interest in the Property, subject to Seller's reserved interests and the restrictions and covenants as listed in Section 5 herein, to Buyer.
- b. Seller's Affidavits. Seller shall provide a standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Section 10 of this Agreement.
- c. Settlement Statement. Seller shall sign a final settlement statement provided by the Title Company detailing all closing costs and the attribution of the same.
- d. Well Certificate. If there are wells on the Property, a Well Certificate in the form required by Minn. Stat. § 103I.
- e. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
- f. Abstract. The abstract of title or the owner's duplicate certificate of title for the Property, if the same is in the Seller's possession.
- g. Right of First Refusal. Seller shall have executed a Right of First Refusal Agreement in a form acceptable to the parties in which the City is given the right to repurchase the Property from Buyer before it is sold to any other purchaser, attached to this Agreement as Exhibit E.
- h. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer and to enable the Title Company to provide the Title Policy as required by this Agreement.

7. Buyer's Closing Obligations. On the Closing Date, Buyer will deliver to Seller the Purchase Price subject to any adjustment, prorations and credits (less the Earnest Money previously paid to Seller and subject to the prorations set forth below), in immediately available funds. Seller shall sign a final settlement statement provided by the Title Company detailing all closing costs and the attribution of the same. Buyer shall have executed a Right of First Refusal

Agreement in a form acceptable to the parties in which the City is given the right to repurchase the Property from Buyer before it is sold to any other purchaser, attached to this Agreement as Exhibit E.

8. Contingencies.

a. Buyer's Contingencies. The obligation of the Buyer to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:

- i. On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of Section 10.
- ii. The Inspection/Due Diligence Period described in Section 13, shall have expired without Buyer's termination or the extension of the Purchase Agreement.
- iii. Buyer has obtained financing or otherwise obtained funds sufficient to enable it to pay the Purchase Price prior to the Closing Date.
- iv. Seller shall have performed all of its obligations required to be performed by Seller under this Agreement as and when required under this Agreement.
- v. The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Buyer. If any approval as provided herein is not obtained by the Closing Date, this Agreement shall be null and void at the option of the Buyer, and in this event the Earnest Money paid by Buyer shall be returned to Buyer.

b. Seller's Contingencies. The obligation of the Seller to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:

- i. On or before the Closing Date, Buyer shall have executed a Right of First Refusal Agreement in a form acceptable to the seller, in which the City is given the right to repurchase the Property from Buyer before it is sold to any other Buyer, attached to this Agreement as Exhibit E.
- ii. The City Planning Commission shall review the sale and provide a recommendation on the proposed conveyance as required by City Charter, Section 4.02, subd. 8., which shall be prepared by the Sellers and submitted within thirty (30) days of the Effective Date.

- iii. The Willmar City Council shall pass an ordinance authorizing the sale of the Property to Buyer consistent with the terms of this Agreement as required by City Charter, Section 2.12, subd. 1(G).
- iv. Buyer shall have performed all of its obligations required to be performed by Buyer under this Agreement as and when required under this Agreement.

The execution and recording of a Development Agreement between Seller and Buyer, in a form satisfactory to the Parties.

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

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

- a. Title Insurance and Closing Fee. Buyer will pay all costs of the Title Commitment and all premiums required for the issuance of the Title Policy. Buyer will pay all costs relating to the title examination of the Property. Seller and Buyer will each pay half of any closing fee imposed by the Title Company. All other costs charged by the Title Company will be prorated as is normal and customary in the county in which the Property is located.
- b. Deed Tax. Buyer shall pay the state deed tax as required in order to convey the Property to Buyer.
- c. Real Estate Taxes and Special Assessments. General real estate taxes and installments of special assessments payable therewith payable in the year prior to the year of Closing (including any so-called green acre taxes imposed because of a change in use of the Property after Closing thereof) will be paid by Seller. General real estate taxes and installments for special assessments payable in the year of Closing shall be prorated such that Seller shall pay such portion of such taxes and assessments attributable to the period beginning on January 1 of the year in which the Closing Date takes place, and continuing through and including the Closing Date and Buyer shall pay such portion of such taxes attributable to the period beginning on the first day after the Closing Date takes place; provided, however, if the Property is exempt from real estate taxes for the year in which Closing occurs there shall be no tax proration. If general real estate taxes due and payable during the year in which the Closing Date takes place have not yet been determined as of the Closing Date, Buyer and Seller shall prorate based on the last tax statement available.
- d. Recording Costs. Seller will pay the cost of recording Seller's quit claim deed and Well Certificate, if any. Seller shall pay the cost of recording any

documents necessary to perfect its own title or which release encumbrances other than Permitted Exceptions.

- e. Rent. The parties will receive a pro rata amount from the rent paid by any and all tenants on the property as of the Closing Date for the period covered by any then existing Lease agreement that extend past the Closing Date and were in force and effect prior to the Closing Date.
- f. Other Costs. All other operating costs of the Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.
- g. Attorneys' Fees. Each of the parties will pay its own attorneys', accountants' and consultants' fees.

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

- a. Title Commitment. Buyer may obtain at its sole cost and expense, a title commitment ("Title Commitment") covering the Property and binding the Title Company to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the Purchase Price hereunder in favor of the Buyer. Within thirty (30) days of the Effective Date of this Agreement, Seller shall deliver to Buyer one or more Abstracts of Title, if the same are in Seller's possession, covering all parcels that make up the Property.
- b. Objections. During the Inspection/Due Diligence Period Buyer may deliver to Seller such written objections as Buyer may have to any matters disclosed by the Title Commitment or in any survey to be prepared by Buyer. Seller shall use commercially reasonable efforts to satisfy such objections prior to the Closing Date.
- c. Buyer's Rights if Seller Fails to Cure Objections. If Seller delivers written notice to Buyer on or before the date thirty (30) days after its receipt of Buyer's written objections that Seller is unable to satisfy any objection, Buyer may, as Buyer's exclusive remedies, waive such objections and accept such title as Seller is able to convey, extend the Closing Date in order

to cure such objections itself, or terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money, provided that such termination notice must be delivered on or before the Closing Date.

- d. Permitted Exceptions. The following shall be deemed to be “Permitted Exceptions”:
- (1) Building and zoning laws, ordinances, state and federal regulations; and
 - (2) Restrictions and covenants contained in that certain Willmar Industrial Park Third Addition and Willmar Industrial Park Fourth Addition Protective Covenants, dated April 25, 2016, and recorded on April 27, 2016, as Document No. 634517 in the Office of the Kandiyohi County Recorder.; and
 - (3) The lien of general real property taxes for the year of Closing which by the terms of this Agreement are to be paid or assumed by Buyer (but prorated as described herein); and
 - (4) Matters contained in the Title Commitment or Survey which Buyer obtained or will obtain as part of this transaction and for which Buyer does not make any objection to or waives any objection to and proceeds to closing on the Property.

11. Operation Prior to Closing. During the period from the date of Seller’s acceptance of this Agreement to the Closing Date (the “Executory Period”), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and any currently-maintained insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief, provided, that Seller will not enter into any contracts or agreements pertaining to the Property, except contracts or agreements which are not inconsistent with Buyer's rights hereunder and which may be terminated on not more than 30 days' notice or enter into any new leases, or renew any lease terms (other than on a month-to-month basis), or modify or terminate any lease, or accept the surrender of any leased premises, without the written consent of Buyer, which consent shall not be unreasonably withheld or delayed. Seller shall (i) comply with all laws, ordinances, regulations and restrictions affecting the Property and its use, (ii) not create any mortgage, lien, pledge or other similar encumbrance in any way affecting the Property, nor otherwise convey any interest in the Property; and (iii) not commit any waste or nuisance upon the Property.

12. Damage. If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact and at Buyer’s option (to be exercised within fifteen (15) days after Seller’s notice), this Agreement shall terminate. In the event Buyer so terminates this

Agreement, the parties will have no further obligations under this Agreement and any Earnest Money, together with any accrued interest, shall be refunded to Buyer.

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

- a. Seller shall allow Buyer and its agents, upon 24 hours’ advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations as Buyer deems prudent, necessary or advisable, all however, at Buyer’s expense. Buyer agrees to indemnify, defend and hold harmless Seller from all expense, injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer’s presence on the Property for the purposes aforesaid, except to the extent attributable to any pre-existing defects in the Property, it being understood and agreed that Buyer shall not be responsible for the restoration, remediation or other affirmative act with respect to any pre-existing condition which indemnity and hold harmless obligation of Buyer shall survive termination of this Purchase Agreement for any reason, provided Seller shall tender defense of any claim subject to Buyer’s indemnity to Buyer in sufficient time to avoid prejudice, and Buyer shall have the right to assume and control the defense thereof with counsel selected by Buyer and reasonably acceptable to Seller. Buyer will return the Property to its substantially the same condition after any inspections and testing.
- b. If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer’s proposed development and use thereof that are objectionable to Buyer in Buyer’s sole discretion, Buyer shall have the right to terminate this Purchase Agreement

by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and in such case, any Earnest Money shall be promptly refunded to Buyer.

- c. In the event that the Phase I environmental site assessment of the Property conducted by Buyer finds a Recognized Environmental Condition or recommends that a Phase II environmental site assessment of the Property be completed, the parties shall agree to extend the Inspection/Due Diligence Period as reasonably necessary to allow such Phase II environmental site assessment to be completed if desired by Buyer, and any other applicable time periods established herein shall be extended by the same amount of time as the Inspection/Due Diligence Period extension.
- d. Buyer shall have the right and option to extend the Inspection/Due Diligence Period for one (1) period of sixty (60) days. Buyer shall exercise its right and option to extend the Inspection/Due Diligence Period, as aforesaid, if at all, by: (i) giving Seller notice of such election on or before the date the Inspection/Due Diligence Period expires (as the same may be extended).
- e. Regardless of any other provision to the contrary in this Agreement, Buyer at any time on or prior to the expiration of the Inspection/Due Diligence Period, may elect, in its sole discretion, for no reason or for any reason, to terminate this Agreement by delivery of a written notice (the “Termination Notice”) to Seller, with a copy to Title Company, given on or before the last day of the Inspection/Due Diligence Period, whereupon the Earnest Money, together with all interest earned thereon, shall be returned immediately to Buyer and neither party shall have any further liability to the other hereunder, except as hereinafter specifically provided in this Agreement.
- f. At the time of execution of this Agreement, Seller is obligated to provide any and all documents including leases in its possession and/or control that impact, relate to, or involve the Property for the purpose of Buyer’s due diligence under this Section..

14. Purchase “As-Is”. Subject to Buyer’s right to terminate this Agreement during the Inspection/Due Diligence Period (Section 13) and subject to the satisfaction of the conditions to Closing and the limited representations provided above, Buyer agrees to accept the condition of the Property at Closing, including specifically without limitation, the environmental and geological condition of the Property, in an “AS-IS” and with “ALL FAULTS” condition.

Buyer’s acceptance of title to the Property shall represent Buyer’s acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or

fitness for a particular purpose), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated or will migrate from or to the Property.

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

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

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

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

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

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

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

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

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

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

And an email copy to: Legal_Contracts_Team@hormel.com

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

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

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

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

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

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

[Remainder of page intentionally left blank]

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

BUYERS:

SELLER:

JENNIE-O TURKEY STORE, INC.

CITY OF WILLMAR

By: _____
Matthew Schrupp, President

By: _____
Douglas E. Reese, Mayor

By: _____
Leslie Valiant, City Administrator

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

(Subject to revision in accordance with Title Commitment)

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

EXHIBIT B
DEPICTION OF THE PROPERTY



EXHIBIT C DEPICTION OF PERMANENT EASEMENTS

PROPOSED JENNIE-O PARCEL
CITY OF WILLMAR

NOVEMBER, 2024 



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

RESOLUTION NO. 2

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

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

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

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

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

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

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

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

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

Dated this 7th day of July, 2014.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

EXHIBIT E
RIGHT OF FIRST REFUSAL AGREEMENT



City Council Action Request

Council Meeting Date:	December 2, 2024	Agenda Item Number:	11.B.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Robert Scott, City Attorney
Item:	Amendment to CURA purchase agreement		

RECOMMENDED ACTION:

Motion to approve the amendment and assignment of the Cura commercial property purchase agreement.

OVERVIEW:

The city of Willmar and Cura entered into a purchase agreement on September 16, 2024, for the sale of real property of 4.10 acres, known as the CentraCare Nursing Facility. Cura wishes to assign its purchase rights and certain obligations under the Purchase Agreement to Cura Holding, an affiliate and wholly owned subsidiary of Cura. Cura Holding was formed by Cura for the sole purpose of taking title to and owning the Real Property, while Cura operates and maintains the state licensed nursing home facility known as Willmar Care Center. Cura Holding or Cura will not be able to transfer ownership or control of Cura Holding to any third party within the five (5) years after the date of the Quit Claim Deed without the express written consent of the City.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Amendment and Assignment of Purchase Agreement - Cura to Cura Holding - 112224

AMENDMENT AND ASSIGNMENT OF COMMERCIAL PROPERTY PURCHASE AGREEMENT

THIS AMENDMENT AND ASSIGNMENT OF COMMERCIAL PROPERTY PURCHASE AGREEMENT (this “**Amendment**”) is entered into as of the ____ day of _____, 2024 (the “**Effective Date**”) by and between the City of Willmar, a municipal corporation under the laws of the State of Minnesota (“**Seller**” or “**Grantor**”), Cura, a non-profit corporation organized under the laws of the State of Minnesota (“**Cura**”), and Cura of Willmar Holding LLC, a limited liability company organized under the law of the State of Minnesota (“**Cura Holding**” or “**Grantee**”).

RECITALS

WHEREAS, Seller entered into that certain Commercial Property Purchase Agreement with Cura as Buyer on September 16, 2024 (the “**Purchase Agreement**”), pursuant to which Seller agreed to convey, and Cura agreed to accept, real property consisting of approximately 4.10 acres in size, identified as Parcel No 95-921-5710 by the Office of the Kandiyohi County Auditor, as legally described on Exhibit A to the Agreement and depicted on Exhibit B to the Agreement, together with all improvements thereon (the “**Real Property**”); and

WHEREAS, Cura Holding is an affiliate and wholly owned subsidiary of Cura, and was formed by Cura for the sole purpose of taking title to and owning the Real Property, while Cura operates and maintains the state licensed nursing home facility known as the Willmar Care Center thereon as originally contemplated in the Purchase Agreement; and

WHEREAS, Cura wishes to assign its purchase rights and certain obligations under the Purchase Agreement to Cura Holding, pursuant to the terms and conditions set forth herein; and

WHEREAS, Seller, Cura, and Cura Holding (collectively, the “**Parties**”) have determined that it is in their best interests to revise certain obligations set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the Parties agree as follows:

ASSIGNMENT AND ASSUMPTION OF PURCHASE RIGHTS

1. Assignment and Assumption of Purchase Rights. Cura hereby assigns to Cura Holding, and Cura Holding hereby assumes, the entirety of Cura’s rights, responsibilities and obligations under the Purchase Agreement, except as specifically otherwise provided herein.
2. Consent to Assignment and Assumption of Purchase Rights. Seller hereby approves of Cura’s assignment of its purchase rights and obligations under the Purchase Agreement to Cura Holding and to Cura Holding’s assumption of the same pursuant to the terms and conditions set forth herein.

AMENDMENT OF PURCHASE AGREEMENT

3. Amendment to Paragraph 4. Paragraph 4 of the Purchase Agreement is hereby amended as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

4. Restrictions, Covenants and Seller's Reserved Interests. The Quit Claim Deed shall contain the following restrictions, covenants, and conditions and interests reserved to the Seller / Grantor:

- a. Grantee (Cura of Willmar Holding LLC), itself or through its affiliate Cura, a nonprofit corporation organized under the laws of the State of Minnesota ("Cura"), shall devote ~~T~~ the Property herein conveyed shall be devoted to its Intended Use for a minimum period of five (5) years from and after the ~~Closing~~ D date of the Quit Claim Deed.
- b. ~~The Grantee~~ shall not transfer title to the Property to any party other than to (1) Cura, or (2) any company that controls, is controlled by, or is under common control with Cura (a "Cura Affiliate"), nor shall Cura transfer ownership or control of Grantee to any party that is not a Cura Affiliate, within five (5) years after the date of the Quit Claim Deeds without the express written consent of the ~~Seller~~ Grantor (City of Willmar).
- c. If, within the time period provided in Paragraphs 4.a and 4.b above, ~~the Buyer~~ Grantee, itself or through Cura or a Cura Affiliate, fails to devote the Property to its Intended Use, or if ownership or control of Grantee is transferred to any party other than to (1) Cura, or (2) a Cura Affiliate, ~~the duration of the period provided in Paragraph 4.a above,~~ then title to the Property shall revert to ~~Seller~~ the Grantor, at ~~Seller's~~ the Grantor's election, and, in that event, ~~Buyer~~ the Grantee or the Grantee's successor (if title is then held by Cura or a Cura Affiliate), shall promptly offer a deed to the Property legally described herein to ~~Seller~~ the Grantor, who will then refund to ~~Buyer~~ the Grantee or the Grantee's successor, as applicable, the amount of the Purchase Price paid by ~~Buyer~~ Grantee to Seller the Grantor, without interest, less any taxes and other amounts necessary to remove encumbrances affecting marketability of title. In the event the taxes and other amounts necessary to remove encumbrances affecting marketability of title exceed the amount of the Purchase Price, ~~Buyer~~ the Grantee or the Grantee's successor, as applicable, shall make payment to ~~Seller~~ the Grantor in an amount equal to the difference between the total amount taxes and other amounts necessary to remove encumbrances affecting marketability of title and the Purchase Price at the time of delivery of the deed to the Property to ~~Seller~~ the Grantor.
- d. Any transfer of title to the Property or ownership or control of Grantee made pursuant to the provisions of paragraphs 4.b hereof for which the Grantor's written consent is required shall be made only to a person or entity who

demonstrates to the satisfaction of ~~Seller~~ the Grantor that such person or entity has the ability to perform in place of ~~Buyer~~ Grantee and Cura or a Cura Affiliate, as applicable.

* * * *

4. Replacement of Exhibit C. Exhibit C to the Purchase Agreement, Form of Quit Claim Deed, shall be deleted in and replaced in its entirety with Exhibit C-1 attached hereto and incorporated herein by reference.
5. All other provisions of the Purchase Agreement shall remain in full force and effect.

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date above written.

CURA OF WILLMAR HOLDING, LLC

By:_____

Name: _____ Position/Title: _____

CURA

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

CITY OF WILLMAR

By: _____
Douglas E. Reese, Mayor

By: _____
Leslie Valiant, City Administrator

**EXHIBIT C-1
FORM OF QUIT CLAIM DEED**

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

DEED TAX DUE: \$1.65

DATE: _____, 2024

FOR VALUABLE CONSIDERATION, the City of Willmar, a Minnesota municipal corporation with its offices at 333 6th Street Southwest, Willmar, Minnesota 56201 ("**Grantor**"), hereby conveys and quitclaims to CURA OF WILLMAR HOLDING LLC, a limited liability company under the laws of the State of Minnesota ("**Grantee**"), real property in Kandiyohi County, Minnesota, legally described on the attached Exhibit "1" (the "**Property**"), together with all hereditaments and appurtenances belonging thereto, subject to the following restrictions, covenants and interests reserved to the **Grantor**:

1. The **Grantee**, itself or through its affiliate Cura, a nonprofit corporation organized under the laws of the State of Minnesota ("Cura"), shall devote the **Property** herein conveyed to its Intended Use, as that term is defined in that certain Commercial Property Purchase Agreement between the **Grantor** and the **Grantee** dated _____, 2024 (the "**Purchase Agreement**"), for a minimum period of five (5) years from and after the date of this instrument.
2. The **Grantee** shall not transfer title to the **Property** to any party other than (1) Cura, or (2) any company that controls, is controlled by, or is under common control with Cura (a "Cura Affiliate"), nor shall Cura transfer ownership or control of the **Grantee** to any party that is not a Cura Affiliate, within five (5) years after the date of this instrument without the express written consent of the **Grantor**.
3. If, within the time period provided in Paragraphs 1 and 2 above, the **Grantee**, itself or through Cura or a Cura Affiliate, fails to devote the **Property** to its Intended Use as defined in the **Purchase Agreement**, or if ownership or control of **Grantee** is transferred to any party other than to (1) Cura, or (2) a Cura Affiliate4.a above, then title

to the **Property** shall revert to the **Grantor**, at the **Grantor's** election, pursuant to the terms and conditions set forth in the **Purchase Agreement**.

4. Any transfer of title to the **Property** or ownership or control of the **Grantee** made pursuant to the provisions of Paragraph 2 above for which the **Grantor's** written consent is required shall be made only to a person or entity who demonstrates to the satisfaction of the **Grantor** that such person or entity has the ability to perform in place of the **Grantee** and Cura or a Cura Affiliate, as applicable.
5. The **Grantor** and its successor and assigns shall retain, for the use and benefit of the public, such easements, rights-of-way, and other property interests as depicted on the Rice Legacy plat on file in the Office of the Kandiyohi County Recorder.

The total consideration for this transfer is \$3,000.00 or less.

☐ **Grantor** certifies that the **Grantor** does not know of any wells on the described real property.

[Signature page to follow]

City of Willmar, Minnesota, Grantor

By: _____
Douglas E. Reese, Mayor

ATTEST:

Leslie Valiant, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF KANDIYOHI)

This instrument was acknowledged before me on _____, 2024, by Douglas E. Reese, Mayor, of the City of Willmar, Minnesota.

(Stamp)

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF KANDIYOHI)

This instrument was acknowledged before me on _____, 2024, by Leslie Valiant, City Administrator, of the City of Willmar, Minnesota.

(Stamp)

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

TAX STATEMENTS FOR THE REAL
PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:

CURA
701 Stearns Ave
Paynesville, MN 56362

**EXHIBIT 1 [TO QUIT CLAIM DEED]
LEGAL DESCRIPTION OF THE PROPERTY**

Lot 1, Block 1, Rice Legacy, in the City of Willmar, County of Kandiyohi, State of
Minnesota, according to the plat on file and of record in the office of the County
Recorder of Kandiyohi County, Minnesota