



WILLMAR CITY COUNCIL MEETING

MONDAY, MARCH 20, 2023 @ 6:30 PM

BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING

2200 – 23rd STREET NE, WILLMAR MINNESOTA

ALSO AVAILABLE BY ELECTRONIC MEANS FOR REMOTE COUNCIL MEMBERS

AGENDA

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

Approve:

- A. City Council Minutes - March 6, 2023
- B. Willmar Municipal Utilities Commission Minutes - March 13, 2023
- C. Willmar Bike Leadership Team Meeting Minutes - March 15, 2023
- D. Willmar Planning Commission Minutes - March 1, 2023
- E. Accounts Payable Report, 03-01-23 thru 03-14-23
- F. Liquor License Renewals
- G. Advertisement Agreement with Willmar Baseball Association
- H. Advertisement Agreement with Willmar Softball Association
- I. Resolution for the Renewal of a Master Joint Powers Agreement with the State of Minnesota.
- J. Resolution to affirm a Potentially Dangerous Dog Designation

Information:

- K. Building Report February 2023
 - L. Police Commission Appointment
 - M. Airport Commission Appointment
6. Approve Consent Agenda Items
 7. Items Removed from Consent Agenda
 8. Open Forum (Individuals Limited to Three (3) Minutes)
 9. Regular Business
 - A. Motion to Approve Employee Policies reviewed/revised February 2023
 - B. Eagle Lake Sanitary Sewer Lift Station Professional Services Agreement
 - C. Consider Site Location for City Hall and Community Center

- D. Consider a Request for Proposals for a Construction Manager At Risk
 - E. Consider Lewis Young Robertson & Burningham as the Special Municipal Advisor for the Hometown Fiber Project
 - F. Consider Hometown Fiber as City's Broadband Consultant & Technical Representative
 - G. Consider Support for Willmar Main Street Grant Applications
 - H. Consider Approving a Quote for a Post Clock
 - I. Discuss future work session calendar
10. "Community Pride" Announcements
11. Adjourn

WILLMAR CITY COUNCIL PROCEEDINGS
BOARD ROOM
HEALTH AND HUMAN SERVICES BUILDING
WILLMAR, MINNESOTA

March 6, 2023
6:30 p.m.

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

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Chief Jim Felt, Fire Chief Frank Hanson, Finance Director Steve Okins, Public Works Director Gary Manzer, City Clerk Judy Thompson, and City Attorney Robert Scott.

There were no additions or deletions to the agenda.

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

City Clerk Thompson reviewed the consent agenda.

- A. City Council Minutes of February 21, 2023
- B. Willmar Municipal Utilities Commission Minutes of February 24, 2023
- C. Planning Commission Minutes of February 1, 2023
- D. Accounts Payable Report, 02-14-23 Thru 02-28-23
- E. State Temporary Liquor Permit—Foxhole Brewhouse, Inc.
- F. Planning Commission Applicant -John Christianson

Information:

- G. Council Work Session - City Hall Community Center

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

There was no one present to speak during the Open Forum.

At 6:33 p.m., Mayor Reese reconvened the public hearing to consider objections to the proposed determination for the declared potentially dangerous dog. Police Chief Felt provided pertinent information to the Mayor and Council.

Susan Berge, 605 2nd Street SW, owner of dog, addressed the Mayor and Council to speak against the potential dangerous dog designation.

Steve Stewart, 605 2nd Street SW, addressed the Mayor and Council to speak against the potential dangerous dog designation.

John Landin, 605 2nd Street SW, addressed the Mayor and Council to speak against the potential dangerous dog designation.

There being no others to speak for or against the proposed designation, Mayor Reese closed the public hearing at 6:53 p.m. and opened it up for discussion by the Council.

Following discussion, Council Member Shuldes offered a motion to uphold the designation of declaring the dog as a potentially dangerous dog, and direct staff to prepare the necessary document to be brought back to Council on March 20, 2023 for formal approval. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 1. Council Member O'Brien voted "no".

At 6:56 p.m. Mayor Reese opened the public hearing for an ordinance amending the City Charter. Charter Commission Vice Chair Richard Engan presented the pertinent information to the Mayor and Council.

There being no one present to speak for or against said ordinance, Mayor Reese closed the public hearing at 6:59 p.m. and opened it up for discussion by the Council.

Following discussion, Council Member Davis offered a motion to adopt, assign a number, and publish an **Ordinance Amending the City Charter**. Council Member O'Brien seconded the motion, which failed on a roll call vote of Ayes 8, Noes 1. Council Member Butterfield voted "no". (Note: Charter amendments require Mayor to vote.)

Fire Chief Hanson presented a request to approve the updated City of Willmar Safety Policy. It was noted there were a few minor changes that occurred.

Following discussion, Council Member Fagerlie offered a motion to approve staff's request. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Fire Chief Hanson presented a request to approve the increase in firefighter wages and fire officer stipends retroactive to January 1, 2023.

Following discussion, **Resolution No. 2023-042 Authorization to Increase Firefighter and Fire Officer Wages for 2023 and 2024** was introduced by Council Member Fagerlie. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Fire Chief Hanson presented a request to re-appropriate \$75,000 from the Wastewater Enterprise Fund to the 2023 Capital Improvement Plan (CIP) Budget for the purchase of two vehicles.

Following discussion, **Resolution No. 2023-043 Reappropriating Funds from the Wastewater Enterprise Fund to the 2023 Capital Improvement Project Budget** was introduced by Council Member Nelsen. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Public Works Director Manzer presented a request to amend final plans and specifications of the 2023 Street and Other Improvement Projects and authorize advertisement for bids.

Following discussion, **Resolution No. 2023-044 A Resolution Amending Approval of Final Plans and Specifications and Authorizing Publication of the Advertisement for Bids for a Portion of the 2023 Improvement Projects** was introduced by Council Member Fagerlie. Council Member O'Brien seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Contracted City Engineer Jared Voge presented a request to receive and accept the Lakeland Drive traffic study. It was noted there were no changes recommended or needed along Lakeland Drive for the construction of the Unique Opportunities Project.

Following discussion, Council Member Ask offered a motion to approve staff's request. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Council Member Fagerlie offered a motion to adjourn the meeting, with Council Member Nelsen seconding the motion, which carried. The meeting adjourned at 7:38 p.m.

MAYOR

Attest:

SECRETARY TO THE COUNCIL

RESOLUTION NO. 2023-042

AUTHORIZATION TO INCREASE FIREFIGHTER AND FIRE OFFICER WAGES FOR 2023 AND 2024

Motion By: Fagerlie

Second By: Nelsen

BE IT RESOLVED, BY THE City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, to approve a 20% wage increase for firefighters and a 50% stipend increase for Fire Officers in 2023.

Dated this 6th day of March, 2023.

/s/ Douglas Reese
MAYOR

ATTEST:

/s/ Judy Thompson
CITY CLERK

RESOLUTION NO. 2023-043

**REAPPROPRIATING FUNDS FROM THE WASTEWATER ENTERPRISE FUND
TO THE 2023 CAPITAL IMPROVEMENT PROJECT BUDGET**

Motion By: Nelsen

Second By: Fagerlie

BE IT RESOLVED, by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, to re-appropriate \$75,000.00 from the Wastewater Enterprise Fund to the 2023 Capital Improvement Project Budget for the purchase of two vehicles.

BE IT FURTHER RESOLVED, by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, to authorize the Finance Director to amend the 2023 Capital Improvement Fund Budget as follows:

Decrease: Wastewater Enterprise Fund, \$75,000.00

Increase: 2023 Capital Improvement Project Budget (Vehicle Replacement),
\$75,000.00

Dated this 6th day of March, 2023.

/s/ Douglas Reese
MAYOR

ATTEST:

/s/ Judy Thompson
CITY CLERK

RESOLUTION NO. 2023-044

A RESOLUTION AMENDING APPROVAL OF FINAL PLANS AND SPECIFICATIONS AND AUTHORIZING PUBLICATION OF THE ADVERTISEMENT FOR BIDS FOR A PORTION OF THE 2023 IMPROVEMENT PROJECTS.

Motion By: Fagerlie Second By: O'Brien

WHEREAS the City Council approved final plans and specifications and authorized advertising for bids for Project Nos. 2301-A, 2301-B, 2301-C, 2303, 2304, and 2308 for the City of Willmar, February 20, 2023;

WHEREAS Staff and the City Engineer of the City of Willmar recommended to the City Council to advertise for plans and specifications for Project Nos. 2301-A, 2301-B, 2301-C, 2303, 2304, and 2308 for the City of Willmar;

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

Final plans and specifications are hereby approved, and publication of the advertisement for bids is herewith authorized. Multiple bid packages will be publicly opened and read with the first opening scheduled for 1:00 p.m. on the 29th day of March, 2023 for Project Nos. 2303-A, 2303-B, 2303-C, 2303, 2304, and 2308 at the City Office Building, 333 Southwest Sixth Street, Willmar, Minnesota.

Dated this 6th day of March, 2023

/s/ Douglas Reese
Mayor

Attest:

/s/ Judy Thompson
City Clerk

WILLMAR MUNICIPAL UTILITIES COMMISSION
MEETING MINUTES – MARCH 13, 2023
11:45 AM – WMU AUDITORIUM

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, March 13, 2023, at 11:45 am in the WMU Auditorium with the following Commissioners present: Bruce DeBlieck, Shawn Mueske, Carol Laumer, John Kennedy, and Terrill Sieck. Absent were Commissioners Dave Baumgart and Patricia Elizondo.

Others present at the meeting were: General Manager John Harren, Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, IS Coordinator Mike Sangren, Executive Secretary Beth Mattheisen, Facilities & Maintenance Supervisor Kevin Marti, Staff Electrical Engineer Jeron Smith, Water System Supervisor Alan Neer, City Attorney Associate Cara Brown (via teleconference), and WC Tribune Journalist Jennifer Kotila.

Due to the absence of Commission Secretary Baumgart, Commission President DeBlieck opened the meeting by appointing Commissioner Laumer to serve as Acting Secretary. Following the appointment, the Pledge of Allegiance was recited. Commissioner DeBlieck continued by asking if any revisions were needed to the presented agenda. There being none, a resolution was requested to approve the consent agenda. Following review and discussion, Commissioner Laumer offered a resolution to approve the consent agenda as presented. Commissioner Kennedy seconded.

RESOLUTION NO. 8

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

- ❖ Minutes from the February 24, 2023, Commission meeting; and,
- ❖ Bills represented by vouchers No. 20230267 to No. 20230352 and associated wire transfers inclusive in the amount of \$2,121,475.26.

Dated this 13th day of March, 2023.

President

Attest:

Acting Secretary

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

Finance & Office Services Supervisor Prekker reviewed with the Commission the January 2023 Financial Reports along with a recap of the January 31, 2023 Investment Portfolio, and January 2023 Cost of Power Report. The data presented included analyses of the Electric, Water, and Combined Divisions. Information contained in the reports reflects operating revenues & expenses, operating income, and retained earnings. Graphs depicting the 2022/2023 monthly year-to-date revenues, expenses, and retained earnings were also included with the financial data.

Facilities & Maintenance Supervisor Marti presented the Commission with the February 2023 Wind Turbine Report. Turbine availabilities for the month of February were 25.3% (Unit #3) and 41.6% (Unit #4) with a total monthly production of 96,412 kilowatt hours. Marti noted that production figures were

significantly lower this month due to breaker failures on each of the units. The 2023 total production through February is 326,050 kilowatt hours.

Staff Electrical Engineer Smith presented the Commissioner with a bid award recommendation for the 2023 Annual Underground Construction. Two bids had been received to conduct the annual underground construction work. Following review of the submitted bids, it was the recommendation of Staff to award the 2023 Annual Underground Construction contract to O & S Construction for their estimated total bid amount of \$227,825.00 (estimated total cost is based on bid prices). Following review and discussion, Commissioner Mueske offered a resolution to approve the bid award for the 2023 Annual Underground Construction to O & S Construction for their estimated bid of \$227,825.00. Commissioner Laumer seconded.

RESOLUTION NO. 9

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the bid for the 2023 Annual Underground Construction be awarded to O & S Construction of Bird Island, Minnesota, for the estimated bid amount of \$227,825.00.”

Dated this 13th day of March, 2023.

President

Attest:

Acting Secretary

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

General Manager Harren requested the Commission to consider approval of proposed Contract No. 23-UGPR-12 between the City of Willmar (Willmar), Missouri River Energy Services (MRES), and Western Area Power administration (WAPA). This contract would designate MRES to provide Renewable Energy Certificates (REC) Management Services to Willmar, consistent with the WAPA Upper Great Plains Region REC Program Principles and applicable General Power Contract Provisions dated September 1, 2007. Following review, Commissioner Laumer offered a resolution to approve Contract No. 23-UGPR-12 designating MRES as Willmar’s REC Management Service provider. Commissioner Kennedy seconded.

RESOLUTION NO. 10

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that Contract No. 23-UGPR-12 between the City of Willmar and Missouri Basin Municipal Power Agency d.b.a. Missouri River Energy Services (MRES) designating MRES to provide REC Management Services on Willmar’s behalf be approved as presented.”

Dated this 13th day of March, 2023.

President

Attest:

Acting Secretary

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

Facilities & Maintenance Supv. Marti presented a progress update of the current Power Plant Abatement/Demolition Project. Key items/dates to note include:

- 1) Bids for the project were opened on August 25, 2022 with Rachel Contracting (St. Michael, MN) being awarded the project.
- 2) Abatement work began the week of October 24th and was completed February 16th.
- 3) Material salvage began the week of February 13th.
- 4) Demo work began the week of February 27th with cooling towers and foundations first removed.
- 5) Project is on schedule with anticipated completion in July and final project closeout by October.
- 6) Total project budget: \$4.4M with expenditures to date at \$2M.

Water System Supv. Neer presented the 2022 Year-End Review of the Water Department. The departmental report and noted items of interest included:

- 1) Capital Improvement Projects review:
 - i) NE Water Treatment Plant Project:
 - (1) Bid awarded to Gridor Construction in August with ground broke in October 2022.
 - (2) Total project budget:
 - (a) Construction costs: \$16.8M (payments to date \$4M)
 - (b) Engineering costs: \$1.3M (payments to date \$441,114)
 - ii) Water Main Replacement costs: \$1.6M
- 2) Water Main and Service Repairs costs: \$190,461
- 3) Annual water usage: 1.318BG (billion gallons)
- 4) 2023 Water Dept. preview (NE Water Treatment Plant, water main replacements, prioritizing 5-year project listing with the City, Well 15 Building, Booster Station controls)

Commissioners DeBlieck & Laumer and General Manager Harren provided a recap of their recent attendance at the 2023 APPA Legislative Conference held February 27-March 1. Among key legislative issues and talking points discussed were: Federal support for clean energy transition; preserve and protecting energy infrastructure and investments; public financing (including grant funding and bank financing); pole attachments; physical and cyber security; supply chain issues (specifically transformers); tax exemptions for bonds; and, support ending sequestration of federal payments related to Build America Bonds and refundable direct payment of energy tax credits. Following review, all expressed their appreciation to the Commission for allowing their attendance at this valuable and informative conference and encouraged others to attend in the future.

General Manager Harren informed the Commission that joint meetings between WMU Officials (General Manager Harren and 1-2 Commissioners) and City Officials (Mayor, Council, and City Administrator) were currently being scheduled. The purpose of these annual meeting(s) is to bring the City “up to speed” on projects and issues affecting the Utility.

As a member of Missouri River Energy Services (MRES), the Utility is provided a monthly update of the MRES and Western Minnesota Municipal Power Agency (WMPMA) Boards of Directors meeting. The February 2023 monthly update provided a brief overview of the topics discussed by the Boards and the actions taken.

General Manager Harren provided two weekly updates provided by Jacobson Law Group on their continued legislative efforts to secure financial assistance for the NE Water Treatment Plant Project (February 24th and March 3rd).

General Manager Harren informed the Commission that meetings of both the WMU Labor and Planning Committees would be forthcoming. In an effort to equalize meeting content, various topics were presented for Committee assignment. Following consensus of the Commission, tentative future Labor Committee agenda item(s) will include property/building sale, new building site purchase, and union

negotiations. Tentative future Planning Committee agenda items will include generation, new building, water treatment plant funding, Sprint agreement, and SunRay Water System.

For information: Upcoming 2023 events to note include:

- MRES Annual Meeting: May 10-11 (Sioux Falls, SD)
- APPA National Conference: June 18-21 (Seattle, WA)
- MMUA Summer Conference: August 21-23 (Duluth)

There being no further business to come before the Commission, Commissioner Laumer offered a motion to adjourn. Commissioner Kennedy seconded the motion which carried by a vote of five ayes and zero nays, and the meeting was adjourned at 1:08 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Executive Secretary

ATTEST:

Carol Laumer, Acting Secretary

Willmar Bikes Leadership Team Meeting Minutes

Willmar Lakes Area CVB & Zoom

Wednesday, March 15, 2023

Present: Chris Radel, Donn Winckler, Guilherme Motta, Beth Fischer, Audrey Nelsen, Britta Diem, and Jeff Filipek

Guest: Forrest Peterson and Mike McArthur

Excused: Leslie Valiant, Eric Day, Pam Vruwink and Brittany Schmalz

1. Call to order: Chris Radel called the meeting to order at 10:00 am. There were no additions or corrections to the agenda. Self-introductions were done.
2. Approve Meeting Minutes - February 15, 2023: It was MSC (m/ Donn; s/Guilherme) to approve the minutes as presented with a note that Guilherme will check on the status of the pedestrian bridge and report at the next meeting.
3. New Business:
 - a. Forrest Peterson Project: Forrest shared that there is a section of state land adjacent to US 71 and north of the Eagle Creek Golf Club that would be ideal for a trail connection. This land has been used for cross-country skiing. Kandiyohi County has expressed interest in creating a corridor for biking, and this land may provide the opportunity for a connection. Forrest has been in contact with the State Department of Human Services. Having trail usage year-round would be great. A trail center there would be nice also. Forrest will visit with the different state agencies and also with Mel. He will attend our next meeting to provide an update.
 - b. Eagle Lake Application Route: Chris will check in with Michelle Marotzke to see if there are any updates on funding for Eagle Lake and report back at the next meeting.
 - c. Safe Routes to School - Lakeland Elementary: No update was received on the safe routes to school plan for Lakeland Elementary.
 - d. 30 Days of Biking: The group would like to see additional posts to encourage people to sign up to participate in 30 days of biking on our social media pages. Willmar Bikes will host a ride on Sunday, April 30th, from 3:00-4:30 pm at Robbins Island Regional Park. Chris and Jeff will lead the rides. We will need to reach out to Pam to see if she is also interested. Jeff will create a flyer that can be shared to promote the event.
 - e. Community Education Bike Month Event: Community Ed is planning a family bike event on May 18th from 4:00-5:30 pm. The event will take place at Jefferson Learning Center and is targeted for pre-k and elementary youth with a bike rodeo type event including books, safety, etc. If anybody is interested in helping, please let Pam know. It might also be nice to have a Willmar Bikes table. Chris and Donn can help work a Willmar Bikes table.
4. Old Business:
 - a. Website Subcommittee Update: Pam, Brittany and Beth have met twice to discuss the website. A template has been set for the website. Content needs to be added. The committee would like to see the draft website at the April meeting. The goal would be to be live in May. At the April meeting, the group

will review the two priority documents to create one document of priorities for the group that can be displayed on the website.

- b. Featured Bike Routes
 - i. Installation: The signs will be completed for three routes by the end of May. There is \$5,000 available for this year from SHIP to finish it up. Purchasing needs to be wrapped up and the reimbursement should be submitted to SHIP ideally by August.
 - ii. Virtual Rides: Chris visited with Dave Hillenbrand and he has equipment available to record all the routes. Chris will ride and record the routes this summer.
- c. Healthy Kids Day: Healthy Kids Day will take place on April 29th at the YMCA. Brittany and Jeff will be there and need one to two people to help them. Donn and Chris volunteered to help with bike fittings, sharing information about Willmar Bikes and assisting individuals with the Kandiyohi County Bike & Ped survey. Chris will work on gathering information to hand out on behalf of Willmar Bikes. It was noted that West Central MN TBI Advocacy received a check for \$2,400 for their bike helmet program. We will need to connect with them regarding their programming.
- d. City Update:
 - i. Downtown bump-outs: Guilherme will check on the downtown bump-outs.
 - ii. Pedestrian Bridge Plans: Willmar Bikes would like to check on the status of the bridge and see what options there may be to get it fixed or replaced and if there is anything we can do to support the improvements. Guilherme will check on this.
 - iii. Glacial Lakes State Trailhead Update: The grant announcement will take place in early June.
 - iv. Willmar Ave new construction: Kandiyohi County will be redoing Willmar Ave on the west side. There was a conversation about making it more bike-friendly and adding a bike lane. This is a priority for Willmar Bikes.
 - v. Willmar's 5-year plan of road work/upgrades: Chris asked Guilherme if it would be possible for the group to see Willmar's five-year road plan on a regular basis. This will allow us to advocate for bike improvements and assist with grant opportunities.
 - vi. Bike Share Update: Britta shared that they will be swapping the batteries on the bikes starting at the end of March and early April. They will be using the Koloni software again. A new Rec Coordinator, Anita, will ultimately oversee the bikes. Britta and Anita will work on them together this year. Anita will be joining Britta at our next Willmar Bikes meeting. Britta will also invite Pablo. Mike asked about adding a bike hub at GrandStay and what would be needed. Britta shared some initial cost estimates, including either the cost of the hub or bikes and shared maintenance responsibility. She will research the possibility of including a hub in Spicer and GrandStay, possible fees, etc. and present at the next meeting. She will also check with BCBS to see if there are any bikes available. Jeff is currently working with Spicer on their Comp Plan. He will ask to see if there is any interest in a bike hub.
- e. Kandiyohi County Update:
 - i. Trail Survey: The Kandiyohi County Bike & Ped survey has almost 400 surveys completed. It will be distributed at Healthy Kids Day and other Kandiyohi County events.

- ii. Other:
- 5. Unfinished Business: There was no unfinished business to discuss.
- 6. Other Discussion:
 - a. Funds for Glacial Lakes State Trail Extension: There was no update on potential funding for the completion of the Glacial Lakes State Trail extension from Sibley State Park to New London.
 - b. Bike & Ped Meeting Agenda Items: Items to be included on the Bike & Ped meeting agenda include: Willmar Ave, Pedestrian Bridge, Corridor Connection, Long Lake Road, and Maintenance issues (process).
 - c. Other:
- 7. Next Meeting: The next meeting of the Willmar Bikes Leadership Team is scheduled for April 19, 2023, at 10 am.
- 8. Adjourn: Chris adjourned the meeting at 11:08 am.

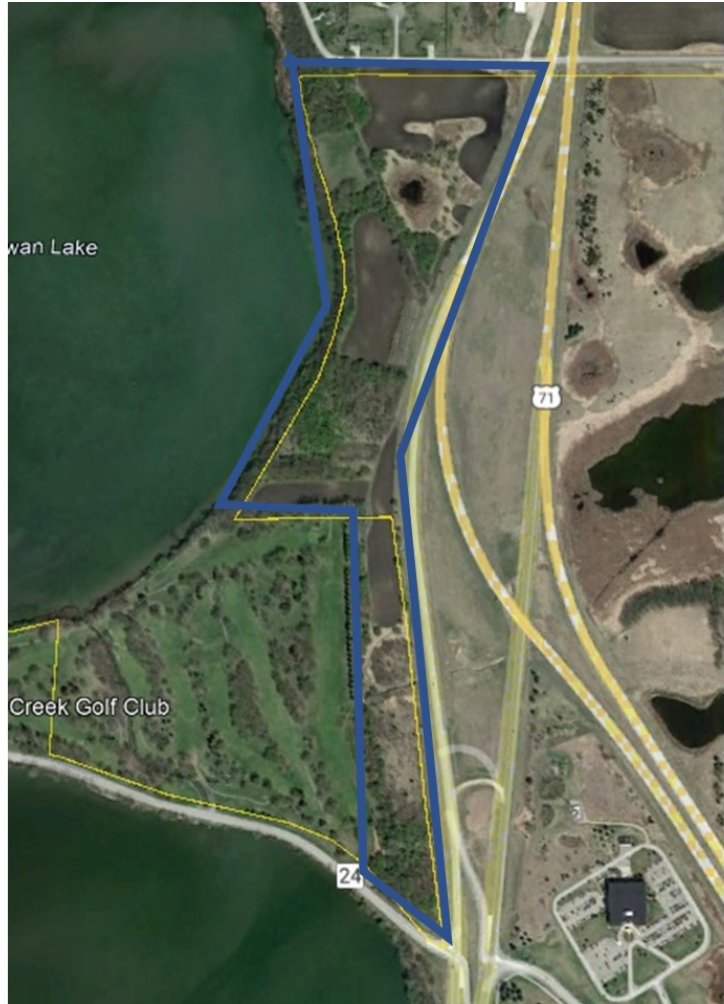
Respectfully Submitted by,

Beth Fischer, Secretary
Willmar Bikes Leadership Team

Recreational use of former Willmar Regional Treatment Center property in Willmar

For the past 20+ years approximately 60 acres of land, formerly part of the Willmar Regional Treatment Center property, have been used by the public for hiking and cross country ski trails. In 2001 several local cross country ski enthusiasts were registered as volunteers at the former WRTC, which authorized access to the land for ski trail development. Today a strong partnership including the Willmar Nordic Ski Club, Willmar Public Schools, Willmar Golf Club, and city of Willmar supports a trail used by the public, high school ski team practice, and intersarsity meets. With funding from memberships and donations the Ski Club provides groomed cross country ski trails.

The property is located between U.S. Hwy 71 and Swan Lake north of the Willmar golf course. In 2001 MN Pollution Control Agency solid waste program staff scouted the area for evidence of past waste disposal. The MNDNR assisted with grading a segment of the trail. In 2008 the Ski Club received a grant from Willmar Municipal Utilities to employ the Kandiyohi County Soil and Water Conservation District to plant a windbreak along an open area adjacent to Hwy. 71. This required a review and authorization by the MN Dept. of Transportation.



The area has great potential for continued and expanded recreational use. It would complement improvements planned for the cemetery associated with the former WRTC. Ideas for further recreational development include: Bike and hiking trails (cross-country skiing and snowshoeing in winter), picnic area, and trail center building. Interpretive signage could inform the public about the cemetery and history of the area. Kandiyohi County is working on recreational trail improvements and has expressed strong interest in a trail corridor through the area on the east side. The Ski Club envisions a structure on the north end to house ski trail grooming equipment and serve as a trail center. Overall, the area is ideally suited for public recreation while leaving undisturbed areas that harbor solid waste and concrete from past disposal.

Forrest Peterson
Willmar Nordic Ski Club
320-441-9772
forrestwpeterson@gmail.com

wan Lake

Creek Golf Club

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**WILLMAR PLANNING COMMISSION
WEDNESDAY, MARCH 1ST, 2023
333 6TH STREET SW, CONFERENCE ROOM 1
MINUTES**

1. The Willmar Planning Commission met on Wednesday, March 1ST, 2023 at 6:30pm at the City Hall

Member Present: Chair Jonathan Marchand, Yvon Fils-Aime, Steve Dresler, Stacy Holwerda, Kelsey Vosika and Christopher Buzzeo.

Members Absent: Stephanie Carlson and Jasmine Miller.

Others Present: Director Justice Walker, City Planner Guilherme Motta; Steve Kuepers, Chris Raimann, Dickson, Denis Nazarene, Susan Sanders, Cheryl Schmidt, Fredy Mojia, Timothy Ostby.

2. Chair Marchand called for order at 6:30pm. He started with the review of minutes from the February 1st. Commissioner Buzzeo motioned to approve, and Commissioner Vosika seconded. All members present voted aye to approve. The motion was approved.

3. PUBLIC HEARING – COLUMBARIUM:

Chair Marchand opened the Public Hearing at 6:32pm for the Columbarium Conditional Use Permit project. Director Walker read the overview according to the agenda and recommendation. Chair Marchand opened the public hearing. Mr. Ostby spoke about the Columbarium ordinance number 1479 approved in 2022. He said the columbarium is located by the side of the church and the illustrations shows it is attractive and small. Director Walker asked if someone wanted to speak or if anyone had any questions. Ms. Sanders asked about the height. Director Walker said it is roughly 5 feet. Commissioners questioned about the future if they would build another columbarium. Director Walker explained they would have to do the same process again, approving a Conditional Use Permit through the Planning Commission. Commissioner Buzzeo asked about the policies for use. Mr. Ostby said there are no policies, but they must be part of the Vinje community. Director Walker asked for questions. Chair Marchand closes the public hearing at 6:41pm and read the finding of facts for CUP for Columbarium.

Staff Recommendation:

Staff recommended in favor of the Vinje Columbarium.

Commissioner Dresler motioned to approve the Columbarium Conditional Use Plan review with no conditions. Commissioner Buzzeo seconds. Voice vote Chair Marchand aye, Commissioner Vosika aye, Commissioner Holwerda Aye, Commissioner Fils-Aime Aye. Motion passed.

4. PUBLIC HEARING – TEVALAN REZONING:

Chair Marchand opened the Public Hearing at 6:46pm for the Tevalan Rezoning. Director Walker read the overview and the recommendations. Director Walker asks if Mr. Tevalan wanted to speak, and he said he didn't. Dickinson said they a sharing a driveway with the property and asked if the rezoning would change it. Commissioner Dresler commented that more cars, more

concerns and suggested a fence solution and asked for a future solution. Commissioner Dresler thought maybe to replat the lots. Director Walker explained that changing the use will not affect their right of the driveway. Tevalan said he is planning a new driveway to access his property and solve this issue. There were no more comments. Chair Marchand closed the public hearing at 6:59pm.

Staff Recommendation:

Staff recommended in favor of the Tevalan Rezone

Commissioner Vosika motioned to approve the Tevalan Rezoning from Residencial 2 (R-2) to General Business (G-B) with no conditions. Commissioner Holwerda seconded. Voice vote Chair Marchand aye, Commissioner Dresler aye, Commissioner Buzzeo Aye, Commissioner Fils-Aime Aye. Motion passed.

5. KUEPERS – INTRODUCTION & OVERVIEW OF DEVELOPMENT PROCESS:

Director Walker reads the overview according to the agenda. Mr. Kuepers commented that they have already built other apartment buildings in the business park, with the same style and propose building two more buildings in phase 2. Director Walker clarifies that this is an introduction for the project and all comments from the engineering and WMU will be taken to the Planning Commission for preliminary and final plat approval. He showed commissioners the location of the project and references a meeting with staff a few days before the planning commission meeting.

6. MISCELLANY

- a. Changes of meeting.** Director Walker noted the possibility of changing the meeting of 04-12 due to the National Planning Conference. Commissioners didn't see any concern and will be noticed in advance.
- b. Vice-president chair.** Commissioner Vosika volunteers for the vice-president chair.

Commissioner Fils-Aime motioned to approve. Commissioner Dresler seconded. Voice vote Chair Marchand aye, Commissioner Dresler aye, Commissioner Buzzeo Aye, Commissioner Fils-Aime Aye. Motion carried.

- c. Zoning amendments.** Director Walker referenced the studies to an amendment for the zoning ordinance, changing General Business zoning in the 1st St S from Wilmar Ave to south and the General Business zoning in the Hwy 12 East. Director Walker reported on staff findings about the beekeeping and fowl ordinance.

7. ADJOURN

Commissioner Dresler motioned to adjourn at 7:45. Seconded by Commissioner Buzzeo. The motion carried. With no further business, the meeting was adjourned.

Minutes presented by City Planner Guilherme Motta



City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	5.E.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Steve Okins
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Accounts Payable Report, 03-01-23 thru 03-14-23		

RECOMMENDED ACTION:

Review and Approve Accounts Payable Listing.

OVERVIEW:

Departmental submission of Invoices to be included on the Accounts Payable Listing.

BUDGETARY/FISCAL ISSUES:

Reduction of Departmental Budgets by amounts approved.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Vendor Pymt History Report 03-01-23 Thru 03-14-23

Report Selection:

Optional Report Title.....INCLUDES ONLY POSTED TRANS

INCLUSIONS:

Fund & Account.		thru
Check.. Date.....	03/01/2023	thru 03/14/2023
Source Codes.....		thru
Journal Entry Dates.....		thru
Journal Entry Ids.....		thru
Check.. Number.....		thru
Project.....		thru
Vendor.....		thru
Invoice.....		thru
Purchase Order.....		thru
Bank.....		thru
Payment Method...		
Totals Only?.....	N	
1099 Vendors Only?.....		
Lower Dollars Limit.....		
Create Excel file & Download	N	

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01		MNWIPRT01	Y	S	6	066	10			

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
AMAZON CAPITAL SERVICES 003557	67725	03/14/23	WTP MONITOR/HANSON-CASE	236.87		1LVF-K6DL-13FH		D	-				SMALL TOOLS	101.41409.0221
AMERICAN DOOR WORKS 000825	67726	03/14/23	DOOR INSTALLAION-PARTS	317.80		C000027318		D	-				MTCE. OF STRUCTU	101.45433.0225
	67726	03/14/23	DOOR INSTALLAION-LABOR	330.00		C000027318		D	-				MTCE. OF STRUCTU	101.45433.0335
				647.80	*CHECK	TOTAL								
			VENDOR TOTAL	647.80										
AMERICAN WELDING & GAS I 000057	67727	03/14/23	WELDING GAS	1,178.05		09107431		D	-				GENERAL SUPPLIES	101.43425.0229
	67727	03/14/23	FIRE EXT. REFILL	96.00		09116545		D	-				MTCE. OF EQUIPME	101.42411.0334
	67727	03/14/23	CYLINDER RENTAL	76.56		09154144		D	-				RENTS	101.43425.0440
				1,350.61	*CHECK	TOTAL								
			VENDOR TOTAL	1,350.61										
ANDERSON/ALEXANDER 003265	67728	03/14/23	LEADERSHIP TRAINING	148.00		022823		D	-				TRAVEL-CONF.-SCH	101.42411.0333
ARAMARK 000051	67713	03/07/23	UNIFORM RENTAL	73.99		2560085380		D	-				RENTS	101.43425.0440
	67713	03/07/23	UNIFORM RENTAL	9.70		2560085396		D	-				RENTS	101.42412.0440
	67713	03/07/23	UNIFORM RENTAL	86.05		2560087818		D	-				RENTS	101.43425.0440
	67713	03/07/23	UNIFORM RENTAL	9.70		2560087831		D	-				RENTS	101.42412.0440
	67713	03/07/23	UNIFORM RENTAL	77.14		2560090366		D	-				RENTS	101.43425.0440
	67713	03/07/23	UNIFORM RENTAL	13.48		2560090375		D	-				RENTS	101.42412.0440
	67713	03/07/23	UNIFORM RENTAL	86.05		2560092781		D	-				RENTS	101.43425.0440
	67713	03/07/23	UNIFORM RENTAL	9.70		2560092794		D	-				RENTS	101.42412.0440
	67713	03/07/23	UNIFORM RENTAL	73.99		2560095283		D	-				RENTS	101.43425.0440
	67713	03/07/23	UNIFORM RENTAL	9.70		2560095296		D	-				RENTS	101.42412.0440
	67713	03/07/23	UNIFORM RENTAL	86.05		2560097770		D	-				RENTS	101.43425.0440
	67713	03/07/23	UNIFORM RENTAL	13.48		2560097782		D	-				RENTS	101.42412.0440
	67713	03/07/23	UNIFORM RENTAL	94.53		2560100269		D	-				RENTS	101.43425.0440
	67713	03/07/23	UNIFORM RENTAL	9.70		2560100276		D	-				RENTS	101.42412.0440
	67713	03/07/23	UNIFORM RENTAL	103.44		2560102730		D	-				RENTS	101.43425.0440
	67713	03/07/23	UNIFORM RENTAL	9.70		2560102742		D	-				RENTS	101.42412.0440
	67713	03/07/23	UNIFORM RENTAL	91.38		2560105010		D	-				RENTS	101.43425.0440
	67713	03/07/23	UNIFORM RENTAL	9.70		2560105103		D	-				RENTS	101.42412.0440
				867.48	*CHECK	TOTAL								
			VENDOR TOTAL	867.48										
ASPEN EQUIPMENT CO 002011	67729	03/14/23	BRINE TANK SENSOR	8,550.03		10245793		D	-				MTCE. OF OTHER I	101.43425.0226
AT&T MOBILITY 000075	67730	03/14/23	PHONE SERVICE-MARCH	1,789.29		03032023		D	-				COMMUNICATIONS	101.41409.0330
AVENU INSIGHTS & ANALYTI 000131	67731	03/14/23	AS400 HOSTING-FEB	2,869.18		INVB-042940		D	-				SUBSCRIPTIONS AN	101.41409.0443

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
BAKER GRAPHICS INC 000917															
		67732	03/14/23	MAGNETS-SQUAD DOORS	357.50		22237		D	-				GENERAL SUPPLIES	101.42411.0229
		67732	03/14/23	REFL DECALS	155.00		22247		D	-				GENERAL SUPPLIES	101.42411.0229
					512.50	*CHECK	TOTAL								
				VENDOR TOTAL	512.50										
BERNICK'S PEPSI-COLA CO 000103															
		67733	03/14/23	COFFEE	218.40		I37339		D	-				GENERAL SUPPLIES	101.43425.0229
		67733	03/14/23	CONCESSIONS SUPPLIES	864.45		10041509		D	-				GENERAL SUPPLIES	101.45433.0229
		67733	03/14/23	CONCESSIONS SUPPLIES	390.15	CR	10041510		D	-				GENERAL SUPPLIES	101.45433.0229
		67733	03/14/23	CONCESSIONS SUPPLIES	1,301.35		10043832		D	-				GENERAL SUPPLIES	101.45433.0229
		67733	03/14/23	CONCESSION SUPPLIES	473.95		10048127		D	-				GENERAL SUPPLIES	101.45433.0229
		67733	03/14/23	CONCESSION SUPPLIES	160.65		10051184		D	-				GENERAL SUPPLIES	101.45433.0229
					2,628.65	*CHECK	TOTAL								
				VENDOR TOTAL	2,628.65										
BOLTON & MENK INC 001010															
		67734	03/14/23	PROF SERV-9/3-9/30/22	2,032.50		0299747		D	-				PROFESSIONAL SER	101.43417.0446
		67734	03/14/23	PROF SERV-9/3-9/30/22	7,782.30		0299747		D	-				PROFESSIONAL SER	421.48452.0446
		67734	03/14/23	PROF SERV-12/24/22-02/03	413.00		0307236		D	-				PROFESSIONAL SER	101.43417.0446
		67734	03/14/23	2023 SEALCOAT IMPROV	5,492.00		0307237		D	-				PROFESSIONAL SER	101.43417.0446
		67734	03/14/23	PROF SERV-12/24/22-2/3	5,462.50		0307244		D	-				PROFESSIONAL SER	101.43417.0446
		67734	03/14/23	SAFE ROUTES-GRANTS	85.50		0307245		D	-				PROFESSIONAL SER	101.43417.0446
					21,267.80	*CHECK	TOTAL								
				VENDOR TOTAL	21,267.80										
BRAD'S PLUMBING 001896															
		67735	03/14/23	SHOP DRAIN REPAIR	442.97		4759		D	-				MTCE. OF STRUCTU	651.48484.0225
BSN SPORTS LLC 003001															
		67736	03/14/23	GOAL POST PADS	899.98		918236274A		D	-				GENERAL SUPPLIES	101.45432.0229
CAPITAL ONE 003647															
		67714	03/07/23	PD EXPOLER OPEN HOUSE	20.82		031623		D	-				GENERAL SUPPLIES	101.42411.0229
		67714	03/07/23	BATTERIES	25.33		031623		D	-				GENERAL SUPPLIES	101.42411.0229
		67714	03/07/23	SEAM RIPPER	1.59		031623		D	-				GENERAL SUPPLIES	101.42411.0229
		67714	03/07/23	OFFICE SUPPLIES	30.50		031623		D	-				OFFICE SUPPLIES	101.42412.0220
		67714	03/07/23	TOTES-BASKETBALL JERSEYS	41.88		031623		D	-				GENERAL SUPPLIES	101.45432.0229
		67714	03/07/23	COMMAND STRIPS	18.56		031623		D	-				OFFICE SUPPLIES	101.45433.0220
		67714	03/07/23	BREAK ROOM SUPPLIES	42.92		031623		D	-				GENERAL SUPPLIES	651.48484.0229
					181.60	*CHECK	TOTAL								
				VENDOR TOTAL	181.60										
CARRANZA/NOE 002547															
		67737	03/14/23	INTERPRETED 02/05/23	140.00		13		D	N	01			PROFESSIONAL SER	101.42411.0446
		67737	03/14/23	INTERVIEW 02/14/23	140.00		17		D	N	01			PROFESSIONAL SER	101.42411.0446
					280.00	*CHECK	TOTAL								
				VENDOR TOTAL	280.00										

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CENTERPOINT ENERGY				000467											
	475	03/01/23	NATURAL	GAS-FEB	2,068.99		STMT/03-23		M	-				UTILITIES	101.41408.0332
	475	03/01/23	NATURAL	GAS-FEB	1,510.40		STMT/03-23		M	-				UTILITIES	101.42412.0332
	475	03/01/23	NATURAL	GAS-FEB	5,278.15		STMT/03-23		M	-				UTILITIES	101.43425.0332
	475	03/01/23	NATURAL	GAS-FEB	476.48		STMT/03-23		M	-				UTILITIES	101.45001.0332
	475	03/01/23	NATURAL	GAS-FEB	16.80		STMT/03-23		M	-				UTILITIES	101.45437.0332
	475	03/01/23	NATURAL	GAS-FEB	327.76		STMT/03-23		M	-				UTILITIES	230.43430.0332
	475	03/01/23	NATURAL	GAS-FEB	17,102.51		STMT/03-23		M	-				UTILITIES	651.48484.0332
	475	03/01/23	NATURAL	GAS-FEB	604.44		STMT/03-23		M	-				UTILITIES	651.48485.0332
	475	03/01/23	NATURAL	GAS-FEB	608.14		STMT/03-23		M	-				UTILITIES	651.48485.0332
					27,993.67	*CHECK	TOTAL								
				VENDOR TOTAL	27,993.67										
CENTRAL COMMUNITY TRANSI				003178											
	67738	03/14/23	CITY'S	SHARE TRANSIT	20,000.00		23-11233		D	-				OTHER SERVICES	101.43001.0339
CHAPPELL CENTRAL INC				000156											
	67739	03/14/23	WATER	SOFTENER RPR-PAR	1,958.89		SVC-109608		D	-				MTCE. OF EQUIPME	101.45001.0224
	67739	03/14/23	WATER	SOFTENER RPR-LABOR	676.00		SVC-109608		D	-				MTCE. OF EQUIPME	101.45001.0334
					2,634.89	*CHECK	TOTAL								
				VENDOR TOTAL	2,634.89										
CHARTER COMMUNICATIONS				000736											
	67740	03/14/23	PHONE	SERVICE-FEB	1,997.88		0009126022223		D	-				OTHER SERVICES	101.42411.0339
	67740	03/14/23	INTERNET	SERVICE-MARCH	189.97		0438138030223		D	-				COMMUNICATIONS	101.41409.0330
					2,187.85	*CHECK	TOTAL								
				VENDOR TOTAL	2,187.85										
CITY LINE TOWING				003708											
	67741	03/14/23	TOWING	CHARGES	125.00		23-02709		D	-				OTHER SERVICES	101.42411.0339
CIVICPLUS, LLC				003722											
	67742	03/14/23	2024	FULL SRVC SUB	681.65		255318		D	N	01			PREPAID EXPENSES	101.128000
	67742	03/14/23	2025	FULL SRVC SUB	681.60		255318		D	N	01			PREPAID EXPENSES	101.128000
	67742	03/14/23	FULL	SRVC SUBSCRIPTION	852.00		255318		D	N	01			PROFESSIONAL SER	101.41403.0446
					2,215.25	*CHECK	TOTAL								
				VENDOR TOTAL	2,215.25										
CNA SURETY				003019											
	67743	03/14/23	2024	RIGHT OF WAY BOND	33.28		71226749/23		D	-				PREPAID EXPENSES	101.128000
	67743	03/14/23	2023	RIGHT OF WAY BOND	66.72		71226749/23		D	-				INSURANCES AND B	101.41428.0441
					100.00	*CHECK	TOTAL								
				VENDOR TOTAL	100.00										
CODE 4 SERVICES INC				002984											
	67744	03/14/23	INTSTLN	COMM EQUIP 38-	1,808.80		8101		D	-				MTCE. OF EQUIPME	101.42411.0224
	67744	03/14/23	INSTLN	COMM EQUIP 38-L	3,610.00		8101		D	-				MTCE. OF EQUIPME	101.42411.0334
	67744	03/14/23	INTSTLN	COMM EQUIP 37-	1,172.41		8102		D	-				MTCE. OF EQUIPME	101.42411.0224
	67744	03/14/23	INTSTLN	COMM EQUIP 37-	3,610.00		8102		D	-				MTCE. OF EQUIPME	101.42411.0334
					10,201.21	*CHECK	TOTAL								

Vendor Payment History Report
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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CODE 4 SERVICES INC			002984											
			VENDOR TOTAL	10,201.21										
CONWAY, DEUTH & SCHMIESI			003741											
67745	03/14/23	ACCT SERV. 1/16-2/15/2	4,480.00			313031		D	-				PROFESSIONAL SER	101.41405.0446
COORDINATED BUSINESS SYS			003677											
67746	03/14/23	MANAGED PRINT SERVICES	133.08			INV281057		D	-				OFFICE SUPPLIES	208.45005.0220
CROW CHEMICAL & LIGHTING			000186											
67747	03/14/23	CLEANING SUPPLIES	57.29			123565		D	-				GENERAL SUPPLIES	651.48484.0229
67747	03/14/23	CLEANING SUPPLIES	126.60			123604		D	-				GENERAL SUPPLIES	101.43425.0229
			183.89			*CHECK TOTAL								
			VENDOR TOTAL	183.89										
DEPT OF HUMAN SERVICES			002914											
67748	03/14/23	ECPN PAYMENT-APRIL	18,378.16			00000734429		D	-				OTHER CHARGES	101.41428.0449
DESIGN ELECTRIC INC			000203											
67749	03/14/23	SIGNAL REPAIR-PARTS	1,409.69			18472		D	-				MTCE. OF OTHER I	101.43417.0226
67749	03/14/23	SIGNAL REPAIR-LABOR	1,535.50			18472		D	-				MTCE. OF OTHER I	101.43417.0336
			2,945.19			*CHECK TOTAL								
			VENDOR TOTAL	2,945.19										
DOOLEY'S PETROLEUM INC			000212											
67750	03/14/23	PROPANE FOR SHELTERS	1,184.10			360701		D	-				MOTOR FUELS AND	101.43425.0222
67750	03/14/23	FINANCE CHARGE 11/30/22	8.76			5789214		D	-				GENERAL SUPPLIES	651.48484.0229
			1,192.86			*CHECK TOTAL								
			VENDOR TOTAL	1,192.86										
ELECTRIC PUMP INC			000788											
67751	03/14/23	EL #2 IMPELLER REPAIR	4,071.43			0075373-IN		D	-				MTCE. OF EQUIPME	651.48487.0224
67751	03/14/23	EL #2 PUMP REPLACE-PARTS	581.08			0075414-IN		D	-				MTCE. OF EQUIPME	651.48487.0224
67751	03/14/23	RPR WEST MUNI RAS PUM	12,786.86			0075431-IN		D	-				MTCE. OF EQUIPME	651.48484.0224
67751	03/14/23	RPR WEST MUNI RAS PUMP	1,450.00			0075431-IN		D	-				MTCE. OF EQUIPME	651.48484.0334
			18,889.37			*CHECK TOTAL								
			VENDOR TOTAL	18,889.37										
EVANS/JASON			002177											
67752	03/14/23	LEADERSHIP TRAINING	148.00			022823		D	-				TRAVEL-CONF.-SCH	101.42411.0333
EXCEL OVERHEAD DOOR			002443											
67753	03/14/23	GARAGE DR REPAIR-PARTS	779.20			40516		D	N	01			INSURANCE DEDUCT	101.41428.0822
67753	03/14/23	GARAGE DR REPAIR-LABOR	282.00			40516		D	N	01			INSURANCE DEDUCT	101.41428.0822
			1,061.20			*CHECK TOTAL								
			VENDOR TOTAL	1,061.20										
FANCY COATS			002172											
67754	03/14/23	BOARD K-9 02/18-02/20/23	52.00			030923		D	-				OTHER SERVICES	101.42411.0339

Vendor Payment History Report
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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
FARM-RITE EQUIPMENT				003002											
	67755	03/14/23	#163318	HYD OIL&COUPLER	145.37		P43331		D	-				INVENTORIES-MDSE	101.125000
	67755	03/14/23	#163318	BELT/IDLER	317.61		P43354		D	-				INVENTORIES-MDSE	101.125000
					462.98	*CHECK	TOTAL								
				VENDOR TOTAL	462.98										
FILEONQ				003814											
	67756	03/14/23		EVIDENCE MANAGEMENT SY	6,000.00		10724		D	-				OTHER IMPROVEMEN	450.42411.0554
	67756	03/14/23		EVIDENCE MANAGEMENT SY	1,000.00		10724		D	-				LICENSES AND TAX	800.42411.0445
					7,000.00	*CHECK	TOTAL								
				VENDOR TOTAL	7,000.00										
FLAHERTY & HOOD P.A.				001449											
	67757	03/14/23		LABOR/EMPL. CONSULT	5,013.77		18759		D	N	01			PROFESSIONAL SER	101.41406.0446
	67757	03/14/23		LABOR/EMPL. CONSULT-FE	7,355.04		19094		D	N	01			PROFESSIONAL SER	101.41406.0446
					12,368.81	*CHECK	TOTAL								
				VENDOR TOTAL	12,368.81										
FLEETPRIDE				002973											
	67758	03/14/23		FILTERS	50.02		105785277		D	-				INVENTORIES-MDSE	101.125000
FORUM COMMUNICATIONS COM				002269											
	67759	03/14/23		ORDINANCE #1495	116.52		I2023.00014883		D	-				PRINTING AND PUB	101.41403.0331
	67759	03/14/23		CHARTER ORDINANCE	173.10		I2023.00014884		D	-				PRINTING AND PUB	101.41403.0331
	67759	03/14/23		COLUBARIUM CONDITIONAL	56.60		I2023.00014885		D	-				ADVERTISING	101.41402.0447
	67759	03/14/23		HEARING ON ZONING MAP AM	44.94		I2023.00014886		D	-				PRINTING AND PUB	101.41402.0331
					391.16	*CHECK	TOTAL								
				VENDOR TOTAL	391.16										
FRAMEWORK INC				003459											
	67760	03/14/23		WEBSITE HOSTING	2,189.00		002742		D	-				PROFESSIONAL SER	208.45005.0446
GENERAL MAILING SERVICES				000293											
	67761	03/14/23		TOURISM POSTAGE	246.07		65367		D	-				POSTAGE	208.45006.0223
	67761	03/14/23		TOURISM POSTAGE	196.81		65496		D	-				POSTAGE	208.45006.0223
	67761	03/14/23		POSTAGE 02/13-02/17/23	0.78		65666		D	-				POSTAGE	101.41400.0223
	67761	03/14/23		POSTAGE 02/13-02/17/23	1.99		65666		D	-				POSTAGE	101.41401.0223
	67761	03/14/23		POSTAGE 02/13-02/17/23	141.96		65666		D	-				POSTAGE	101.41402.0223
	67761	03/14/23		POSTAGE 02/13-02/17/23	8.37		65666		D	-				POSTAGE	101.41403.0223
	67761	03/14/23		POSTAGE 02/13-02/17/23	87.36		65666		D	-				POSTAGE	101.41405.0223
	67761	03/14/23		POSTAGE 02/13-02/17/23	20.00		65666		D	-				POSTAGE	101.41408.0223
	67761	03/14/23		POSTAGE 02/13-02/17/23	0.78		65666		D	-				POSTAGE	101.42412.0223
	67761	03/14/23		POSTAGE 02/13-02/17/23	2.34		65666		D	-				POSTAGE	651.48484.0223
	67761	03/14/23		POSTAGE 02/20-02/24/23	10.92		65718		D	-				POSTAGE	101.41402.0223
	67761	03/14/23		POSTAGE 02/20-02/24/23	9.75		65718		D	-				POSTAGE	101.41403.0223
	67761	03/14/23		POSTAGE 02/20-02/24/23	14.33		65718		D	-				POSTAGE	101.41405.0223
	67761	03/14/23		POSTAGE 02/20-02/24/23	12.00		65718		D	-				POSTAGE	101.41408.0223
	67761	03/14/23		POSTAGE 02/20-02/24/23	2.23		65718		D	-				POSTAGE	101.43425.0223
	67761	03/14/23		POSTAGE 02/20-02/24/23	5.89		65718		D	-				POSTAGE	230.43430.0223
	67761	03/14/23		POSTAGE 02/20-02/24/23	5.46		65718		D	-				POSTAGE	651.48484.0223

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
GENERAL MAILING SERVICES			000293											
				767.04		*CHECK TOTAL								
			VENDOR TOTAL	767.04										
GLOBAL RENTAL COMPANY			003815											
67762	03/14/23	BUCKET TRUCK		141,707.16		6024361		D	-				MACHINERY AND AU	450.43425.0553
GRAINGER INC			000786											
67763	03/14/23	SHOP SUPPLIES		67.12		9611004947		D	-				GENERAL SUPPLIES	651.48484.0229
67763	03/14/23	SHOP SUPPLIES		183.01		9612198177		D	-				SUBSISTENCE OF P	651.48484.0227
				250.13		*CHECK TOTAL								
			VENDOR TOTAL	250.13										
GRAND RENTAL STATION			001887											
67764	03/14/23	TABLE&CHAIRS		2,542.34		1-573915		D	-				SMALL TOOLS	101.45506.0221
67764	03/14/23	TABLE&CHAIRS		2,829.18		1-573916		D	-				SMALL TOOLS	101.45433.0221
				5,371.52		*CHECK TOTAL								
			VENDOR TOTAL	5,371.52										
GREAT PLACES MINNESOTA			003466											
67765	03/14/23	2023 PROMOTIONAL PKG		500.00		15144		D	-				ADVERTISING	208.45006.0447
HARRY'S FROZEN FOOD			003765											
67766	03/14/23	CONCESSION SUPPLIES		370.50		68857		D	-				GENERAL SUPPLIES	101.45433.0229
HAUG-KUBOTA LLC			002609											
67767	03/14/23	HYDRUALIC VALVE-LABOR		422.26		30198R		D	-				MTCE. OF EQUIPME	101.43425.0224
67767	03/14/23	HYDRUALIC VALVE-PARTS		342.00		30198R		D	-				MTCE. OF EQUIPME	101.43425.0334
				764.26		*CHECK TOTAL								
			VENDOR TOTAL	764.26										
HAWKINS INC			000325											
67768	03/14/23	FERRIC CHLORIDE		12,208.05		6411535		D	-				GENERAL SUPPLIES	651.48484.0229
67768	03/14/23	FERRIC CHLORIDE		12,233.30		6412336		D	-				GENERAL SUPPLIES	651.48484.0229
				24,441.35		*CHECK TOTAL								
			VENDOR TOTAL	24,441.35										
HEGLUND CATERING			002036											
67769	03/14/23	CVB BOARD LUNCH		194.51		14722		D	-				TRAVEL-CONF.-SCH	208.45005.0333
HIGH POINT NETWORKS INC			002299											
67770	03/14/23	FIREWALL SUBSCRIP-MARC		2,232.25		221185		D	-				SUBSCRIPTIONS AN	101.41409.0443
67770	03/14/23	PD FILE STORAGE		259.00		221185		D	-				LICENSES AND TAX	101.41409.0445
67770	03/14/23	ANTIVIRUS SUBSCRIP-MAR		1,169.35		221215		D	-				LICENSES AND TAX	101.41409.0445
67770	03/14/23	VPN SUBSCRIPTION		223.00		221737		D	-				SUBSCRIPTIONS AN	101.41409.0443
				3,883.60		*CHECK TOTAL								
			VENDOR TOTAL	3,883.60										

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
HIGHLAND PRODUCTS GROUP 003650														
67771 03/14/23 BLEACHERS-REC FIELDS				4,000.00		310029713		D	-				SMALL TOOLS	101.45432.0221
67771 03/14/23 BLEACHERS-REC FIELDS				4,000.01		310029714		D	-				SMALL TOOLS	101.45432.0221
				8,000.01	*CHECK	TOTAL								
VENDOR TOTAL				8,000.01										
HILLYARD\HUTCHINSON 000333														
67772 03/14/23 CLEANING SUPPLIES				43.02		605024726		D	-				GENERAL SUPPLIES	101.43425.0229
67772 03/14/23 CLEANING SUPPLIES				2,732.23		605036607		D	-				CLEANING AND WAS	101.45433.0228
67772 03/14/23 CLEANING SUPPLIES				89.77		605043123		D	-				CLEANING AND WAS	101.45433.0228
				2,865.02	*CHECK	TOTAL								
VENDOR TOTAL				2,865.02										
HUMANE SOCIETY OF KANDIY 002110														
67773 03/14/23 FUNDRIASER				345.00		101		D	-				PROFESSIONAL SER	101.45435.0446
IDEXX DISTRIBUTION INC 003366														
67774 03/14/23 LAB SUPPLIES				1,342.30		3124110334		D	-				GENERAL SUPPLIES	651.48484.0229
INNOVATIVE OFFICE SOLUTI 003023														
67775 03/14/23 OFFICE SUPPLIES				63.27		INV4106589		D	-				OFFICE SUPPLIES	101.45432.0220
67775 03/14/23 OFFICE SUPPLIES				22.54		IN4010250		D	-				OFFICE SUPPLIES	101.41410.0220
67775 03/14/23 OFFICE SUPPLIES				154.23		IN4090662		D	-				OFFICE SUPPLIES	101.45432.0220
67775 03/14/23 OFFICE SUPPLIES				80.36		IN4098550		D	-				OFFICE SUPPLIES	101.45432.0220
67775 03/14/23 OFFICE SUPPLIES				63.27		IN4106589		D	-				OFFICE SUPPLIES	101.45432.0220
67775 03/14/23 OFFICE SUPPLIES				251.02		IN4115442		D	-				OFFICE SUPPLIES	101.41410.0220
67775 03/14/23 BATTERY				15.09		IN4117148		D	-				OFFICE SUPPLIES	101.41410.0220
				649.78	*CHECK	TOTAL								
VENDOR TOTAL				649.78										
JOHANNECK WTR CONDITIONI 003355														
67776 03/14/23 COOLER RENTAL				1.00		CR1711-3-139		D	-				RENTS	651.48484.0440
67776 03/14/23 COOLER RENTAL				2.00		CR1711-3-151		D	-				RENTS	651.48484.0440
67776 03/14/23 COOLER RENTAL				46.00		ER1801-3-062		D	-				RENTS	101.41408.0440
67776 03/14/23 DRINKING WATER				16.00		103980		D	-				GENERAL SUPPLIES	651.48484.0229
67776 03/14/23 SOFTENER SALT				515.55		103986		D	-				GENERAL SUPPLIES	651.48484.0229
67776 03/14/23 DRINKING WATER				34.00		104244		D	-				GENERAL SUPPLIES	651.48484.0229
67776 03/14/23 DRINKING WATER				34.00		104502		D	-				GENERAL SUPPLIES	651.48484.0229
67776 03/14/23 DRINKING WATER				28.00		104505		D	-				GENERAL SUPPLIES	651.48484.0229
67776 03/14/23 DRINKING WATER				28.00		104759		D	-				GENERAL SUPPLIES	651.48484.0229
				704.55	*CHECK	TOTAL								
VENDOR TOTAL				704.55										
KANDIYOHI CO & CITY OF W 001465														
67718 03/09/23 KANDI CO HOUSING STUD				12,000.00		16		D	-				PROFESSIONAL SER	101.41401.0446
KANDIYOHI CO AUDITOR 000376														
67719 03/09/23 ASSMNT 95-715-1940				246.26		030923		D	-				OTHER CHARGES	295.47100.0449

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
KANDIYOHI CO AUDITOR			000376											
67777	03/14/23		LAW ENF CNTR OPER. C	163,383.95		020123		D	-				MTCE. OF STRUCTU	101.42411.0335
			VENDOR TOTAL	163,630.21										
KANDIYOHI CO FIRE CHIEFS			000380											
67778	03/14/23		2023 MEMBERSHIP DUES	55.00		030623		D	-				SUBSCRIPTIONS AN	101.42412.0443
KANDIYOHI CO RECYCLING A			002296											
67779	03/14/23		LAMP RECYCLING	19.50		842		D	-				CLEANING AND WAS	101.41408.0338
KANDIYOHI CO SHERIFF'S D			001507											
67780	03/14/23		JACKETS-HEAVY/LGTWEIGHT	899.94		2023-16		D	-				SUBSISTENCE OF P	101.42411.0227
KANDIYOHI CO-OP ELECTRIC			000375											
67781	03/14/23		128238009 CO RD 23/HWY	107.00		STMT/3-23		D	-				UTILITIES	101.43425.0332
67781	03/14/23		128238001 ELEC SERV-SEC	38.00		STMT/3-23		D	-				UTILITIES	651.48486.0332
67781	03/14/23		187836 ELEC SERV-LEFT S	823.00		STMT/3-23		D	-				UTILITIES	651.48487.0332
				968.00		*CHECK TOTAL								
			VENDOR TOTAL	968.00										
KING'S ELECTRIC LLC			003138											
67782	03/14/23		FIRE ALARM PANAL	110.00		2382		D	N	01			INSURANCE DEDUCT	101.41428.0822
67782	03/14/23		ELEC WRK-FIRE ALARM PAN	687.85		2392		D	N	01			INSURANCE DEDUCT	101.41428.0822
				797.85		*CHECK TOTAL								
			VENDOR TOTAL	797.85										
LAKESIDE PRESS			001646											
67783	03/14/23		LETTERHEAD	87.50		11529		D	-				PRINTING AND PUB	101.41403.0331
LEAGUE OF MN CITIES			000412											
67784	03/14/23		VALIANT-CONFERENCE	125.00		376588		D	-				COMMUNICATIONS	101.41400.0330
67784	03/14/23		NELSEN&DAVIS-CONFERENCE	250.00		376588		D	-				COMMUNICATIONS	101.41401.0330
67784	03/14/23		VALIANT-LMC CONFERENCE	530.00		378326		D	-				TRAVEL-CONF.-SCH	101.41400.0333
67784	03/14/23		REESE-LMC CONFERENCE	470.00		378326		D	-				TRAVEL-CONF.-SCH	101.41401.0333
67784	03/14/23		BOX-LMC CONFERENCE	485.00		378387		D	-				TRAVEL-CONF.-SCH	101.41400.0333
67784	03/14/23		SHULDES-LMC CONFERENCE	270.00		378585		D	-				TRAVEL-CONF.-SCH	101.41401.0333
				2,130.00		*CHECK TOTAL								
			VENDOR TOTAL	2,130.00										
LEAGUE OF MN CITIES INS			000983											
67785	03/14/23		CLM #267869 PLOW HIT V	2,624.34		7897		D	-				INSURANCE REIMBU	101.38351.3025
LITTLE FALLS MACHINE INC			000928											
67786	03/14/23		#114532 SPRING/SHATT	745.51		366841		D	-				INVENTORIES-MDSE	101.125000
67786	03/14/23		SEAL KITS	196.76		366841		D	-				INVENTORIES-MDSE	101.125000
67786	03/14/23		WING CLEVIS	133.11		366841		D	-				INVENTORIES-MDSE	101.125000
67786	03/14/23		#132486 WING POST PART	2,875.63		366841		D	-				INVENTORIES-MDSE	101.125000
				3,951.01		*CHECK TOTAL								
			VENDOR TOTAL	3,951.01										

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
LOFFLER COMPANIES			002593											
	67787	03/14/23	TELEPHONE CHARGES	34.36		4265026		D	-				COMMUNICATIONS	208.45005.0330
	67787	03/14/23	CONTRACT USAGE-FEB	242.56		4289088		D	-				MTCE. OF EQUIPME	101.41405.0334
	67787	03/14/23	TELEPHONE CHARGES	34.36		4290552		D	-				COMMUNICATIONS	208.45005.0330
				311.28	*CHECK	TOTAL								
			VENDOR TOTAL	311.28										
MARCO TECHNOLOGIES LLC			000437											
	67788	03/14/23	SHERDDING SERVICE-FEB	52.50		INV10953209		D	-				PROFESSIONAL SER	101.41403.0446
MARCO TECHNOLOGIES LLC			001838											
	67789	03/14/23	500-0565502-000	348.45		494868003		D	-				RENTS	101.45432.0440
	67789	03/14/23	500-0611665-000	155.56		495299604		D	-				SUBSCRIPTIONS AN	101.41409.0443
	67789	03/14/23	500-0623211-000	196.45		495299786		D	-				SUBSCRIPTIONS AN	101.41409.0443
				700.46	*CHECK	TOTAL								
			VENDOR TOTAL	700.46										
MARCUS CONSTRUCTION CO I			000438											
	67790	03/14/23	PROFESSIONAL SERVICE	4,500.00		13457		D	-				PROFESSIONAL SER	101.45433.0446
MENARDS			000449											
	67791	03/14/23	SHOP SUPPLIES	24.63		53048		D	-				SMALL TOOLS	101.43425.0221
	67791	03/14/23	SHOP SUPPLIES	63.72		53778		D	-				GENERAL SUPPLIES	651.48484.0229
	67791	03/14/23	MAILBOXES	102.44		53929		D	-				MTCE. OF OTHER I	101.43425.0226
	67791	03/14/23	ELECTRICAL PARTS	19.71		53941		D	-				MTCE. OF STRUCTU	101.45432.0225
	67791	03/14/23	ICE MELT	38.97		53941		D	-				GENERAL SUPPLIES	101.45435.0229
	67791	03/14/23	SHOP SUPPLIES	33.14		54046		D	-				GENERAL SUPPLIES	651.48484.0229
	67791	03/14/23	PLANT SUPPLIES	28.27		54157		D	-				GENERAL SUPPLIES	651.48484.0229
	67791	03/14/23	PLUMBING PARTS	8.99		54321		D	-				MTCE. OF STRUCTU	101.45435.0225
				319.87	*CHECK	TOTAL								
			VENDOR TOTAL	319.87										
MID CENTRAL DOOR CO			000859											
	67792	03/14/23	DOOR REPAIR	1,838.31		SI012536		D	-				MTCE. OF STRUCTU	101.45433.0225
MIDWEST ENV. CONSULTING			003097											
	67793	03/14/23	ASBESTOS/LEAD PNT INSP	3,791.20		032301		D	-				PROFESSIONAL SER	101.45427.0446
MILLS PARTS CENTER			003729											
	67794	03/14/23	#215779 SENSOR	54.02		5838622		D	-				INVENTORIES-MDSE	101.125000
MN DEPT OF LABOR & INDUS			000522											
	67795	03/14/23	2ND QTR SURCHARGE PYMT	908.12		030223		D	-				OTHER CHARGES	101.41402.0449
MN FIRE SERVICE CERTIF.			000018											
	67796	03/14/23	CERTIFICATION TESTING	1,562.00		10858		D	-				TRAVEL-CONF.-SCH	101.42412.0333
MN PEIP			003450											
	67720	03/10/23	HEALTH INSURANCE-APR	3,393.51		1268866		D	-				COBRA INS PREMIU	101.120001
	67720	03/10/23	HEALTH INSURANCE-APR	2,115.43		1268866		D	-				EMPLOYER INSUR.	101.41400.0114

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MN PEIP				003450											
	67720	03/10/23	HEALTH	INSURANCE-APR	8,242.77		1268866		D	-				EMPLOYER INSUR.	101.41402.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	2,740.95		1268866		D	-				EMPLOYER INSUR.	101.41403.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	5,363.92		1268866		D	-				EMPLOYER INSUR.	101.41405.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	1,609.93		1268866		D	-				EMPLOYER INSUR.	101.41408.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	3,830.42		1268866		D	-				EMPLOYER INSUR.	101.41409.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	581.93		1268866		D	-				EMPLOYER INSUR.	101.41420.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	402.48		1268866		D	-				EMPLOYER INSUR.	101.41424.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	4,356.35		1268866		D	-				RETIRED EMPLOYEE	101.41428.0818
	67720	03/10/23	HEALTH	INSURANCE-APR	1,316.47		1268866		D	-				INS. PASS THROUG	101.41428.0819
	67720	03/10/23	HEALTH	INSURANCE-APR	55,028.26		1268866		D	-				EMPLOYER INSUR.	101.42411.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	6,363.29		1268866		D	-				EMPLOYER INSUR.	101.42412.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	804.96		1268866		D	-				EMPLOYER INSUR.	101.43417.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	31,966.35		1268866		D	-				EMPLOYER INSUR.	101.43425.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	1,609.93		1268866		D	-				EMPLOYER INSUR.	101.45001.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	5,411.72		1268866		D	-				EMPLOYER INSUR.	101.45432.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	3,219.86		1268866		D	-				EMPLOYER INSUR.	101.45433.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	976.91		1268866		D	-				EMPLOYER INSUR.	101.45435.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	305.28		1268866		D	-				EMPLOYER INSUR.	101.45437.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	15,832.59		1268866		D	-				EMPLOYER INSUR.	651.48484.0114
	67720	03/10/23	HEALTH	INSURANCE-APR	1,609.93		1268866		D	-				EMPLOYER INSUR.	651.48485.0114
					157,083.24	*CHECK	TOTAL								
				VENDOR TOTAL	157,083.24										
MN TRAILS				001462											
	67797	03/14/23	MN TRIALS	AD-SUMMER/WN	1,256.85		11614		D	-				ADVERTISING	208.45006.0447
	67797	03/14/23	MN TRIALS	AD-SUMMER/WN	1,256.85		11614		D	-				OTHER CHARGES	208.45010.0449
					2,513.70	*CHECK	TOTAL								
				VENDOR TOTAL	2,513.70										
MSFDA				.03068											
	67798	03/14/23	2023	SUBSCRIPTION	252.00		031423		D	-				SUBSCRIPTIONS AN	101.42412.0443
MUNICIPAL UTILITIES				000541											
	67715	03/07/23	UTILITIES	FOR MARCH	955.17		STMT/03-23		D	-				UTILITIES	101.42412.0332
	67715	03/07/23	UTILITIES	FOR MARCH	1,361.38		STMT/03-23		D	-				UTILITIES	101.43425.0332
	67715	03/07/23	UTILITIES	FOR MARCH	3,309.34		STMT/03-23		D	-				UTILITIES	230.43430.0332
	67715	03/07/23	UTILITIES	FOR MARCH	50,249.52		STMT/03-23		D	-				UTILITIES	651.48484.0332
	67715	03/07/23	UTILITIES	FOR MARCH	200.89		STMT/03-23		D	-				UTILITIES	651.48485.0332
					56,076.30	*CHECK	TOTAL								
	67799	03/14/23	UTILITIES	FOR MARCH	1,621.61		STMT/03-23		D	-				UTILITIES	101.41408.0332
	67799	03/14/23	UTILITIES	FOR MARCH	5,178.24		STMT/03-23		D	-				UTILITIES	101.43425.0332
	67799	03/14/23	UTILITIES	FOR MARCH	228.13		STMT/03-23		D	-				UTILITIES	101.45001.0332
	67799	03/14/23	UTILITIES	FOR MARCH	1,598.09		STMT/03-23		D	-				UTILITIES	101.45427.0332
	67799	03/14/23	UTILITIES	FOR MARCH	197.08		STMT/03-23		D	-				UTILITIES	101.45432.0332
	67799	03/14/23	UTILITIES	FOR MARCH	22,644.32		STMT/03-23		D	-				UTILITIES	101.45433.0332
	67799	03/14/23	UTILITIES	FOR MARCH	909.28		STMT/03-23		D	-				UTILITIES	101.45435.0332
	67799	03/14/23	UTILITIES	FOR MARCH	281.33		STMT/03-23		D	-				UTILITIES	101.45437.0332
	67799	03/14/23	UTILITIES	FOR MARCH	16.80		STMT/03-23		D	-				UTILITIES	230.43430.0332

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MUNICIPAL UTILITIES				000541											
		67799	03/14/23	UTILITIES FOR MARCH	1,300.78		STMT/03-23		D	-				UTILITIES	651.48484.0332
		67799	03/14/23	UTILITIES FOR MARCH	5,553.45		STMT/03-23		D	-				UTILITIES	651.48485.0332
					39,529.11	*CHECK	TOTAL								
				VENDOR TOTAL	95,605.41										
MVTL LABORATORIES INC				000544											
		67800	03/14/23	LAB TESTING	262.90		1187988		D	-				PROFESSIONAL SER	651.48484.0446
		67800	03/14/23	LAB TESTING	52.80		1188342		D	-				PROFESSIONAL SER	651.48484.0446
		67800	03/14/23	LAB TESTING	52.80		1188613		D	-				PROFESSIONAL SER	651.48484.0446
					368.50	*CHECK	TOTAL								
				VENDOR TOTAL	368.50										
MVTV WIRELESS				003372											
		67801	03/14/23	AIRPORT INTERNET-MARCH	162.95		11699-20230301		D	-				COMMUNICATIONS	101.41409.0330
MWO MEDIA C/O MIDWEST OU				003806											
		67802	03/14/23	MN SNOWMOBLINING-FEB AD	763.00		20461		D	-				ADVERTISING	208.45006.0447
NAPA CENTRAL MN				000249											
		67803	03/14/23	INVERTOR FOR SQUAD 2	59.99		900415		D	-				MTCE. OF EQUIPME	101.42411.0224
NATIONAL FITNESS CAMPAIG				003818											
		67804	03/14/23	FITNESS COURT	110,000.00		INV-1025		D	-				FURNITURE AND EQ	450.45432.0552
NCPERS GROUP LIFE INS.				003799											
		67721	03/10/23	LIFE INSURANCE-MAR	96.00		3-2023		D	-				INS. PASS THROUG	101.41428.0819
NORTHERN STATES SUPPLY				000585											
		67805	03/14/23	POWER BIT-TROX	14.64		10-609505		D	-				SMALL TOOLS	101.43425.0221
		67805	03/14/23	BOLTS	6.51		10-609519		D	-				MTCE. OF EQUIPME	101.43425.0224
		67805	03/14/23	SCREWS	17.85		10-609599		D	-				MTCE. OF EQUIPME	101.43425.0224
					39.00	*CHECK	TOTAL								
				VENDOR TOTAL	39.00										
O'REILLY AUTOMOTIVE INC				000650											
		67806	03/14/23	#170559 ALTERNATOR	316.53		1528-445020		D	-				INVENTORIES-MDSE	101.125000
		67806	03/14/23	RETURN ALTERNATOR	316.53CR		1528-445464		D	-				INVENTORIES-MDSE	101.125000
		67806	03/14/23	WIPER BLADES	72.18		1528-450989		D	-				GENERAL SUPPLIES	651.48486.0229
					72.18	*CHECK	TOTAL								
				VENDOR TOTAL	72.18										
PERKINS LUMBER CO INC				000604											
		67807	03/14/23	FINANCE CHARGES	33.37		STMT/03-23		D	-				MTCE. OF STRUCTU	101.45433.0225
		67807	03/14/23	RAV FISHING PIER	306.48		2212-182882		D	-				FURNITURE AND EQ	450.43425.0552
		67807	03/14/23	PLYWOOD	191.04		2212-182889		D	-				MTCE. OF STRUCTU	101.45432.0225
		67807	03/14/23	RETURN SHEETROCK	31.58CR		2212-182890		D	-				MTCE. OF STRUCTU	101.45432.0225
		67807	03/14/23	PLYWOOD&STRIPPING	51.43		2212-183185		D	-				MTCE. OF STRUCTU	101.45432.0225

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
PERKINS LUMBER CO INC				000604											
	67807	03/14/23		SHEETROCK	55.98		2212-184482		D	-				MTCE. OF STRUCTU	101.45432.0225
	67807	03/14/23		OFFICE REMODEL	536.72		2212-184487		D	-				MTCE. OF STRUCTU	101.45433.0225
	67807	03/14/23		OFFICE REMODEL	88.32		2212-184615		D	-				MTCE. OF STRUCTU	101.45433.0225
	67807	03/14/23		RETURN-OFFICE REMODEL	1,208.40	CR	2301-186428		D	-				MTCE. OF STRUCTU	101.45433.0225
	67807	03/14/23		OFFICE REMODEL	1,929.97		2301-186431		D	-				MTCE. OF STRUCTU	101.45433.0225
	67807	03/14/23		SHELVES	105.98		2301-186631		D	-				MTCE. OF STRUCTU	101.43425.0225
	67807	03/14/23		MILL FILE	6.79		2302-188198		D	-				MTCE. OF STRUCTU	101.43425.0225
	67807	03/14/23		PAINT FOR WINDOWS	24.99		2302-188431		D	-				MTCE. OF STRUCTU	101.45433.0225
	67807	03/14/23		LUMBER	394.63		2302-188734		D	-				MTCE. OF OTHER I	101.43425.0226
	67807	03/14/23		WOOD FOR CHAIRS	1,419.41		2302-188747		D	-				MTCE. OF EQUIPME	101.45506.0224
	67807	03/14/23		WOOD FOR CHAIRS	251.83		2302-188847		D	-				MTCE. OF EQUIPME	101.45506.0224
					4,156.96										
				VENDOR TOTAL	4,156.96										
							*CHECK TOTAL								
PEST PRO II				001968											
	67808	03/14/23		PEST CONTROL SERVICE	38.00		37028		D	-				MTCE. OF STRUCTU	101.45435.0225
PIONEERLAND LIBRARY SYST				000614											
	67809	03/14/23		1ST QTR OPERATIONAL	113,706.25		030723		D	-				OTHER CHARGES	101.45426.0449
POWER PLAN OIB				000342											
	67810	03/14/23		#114532 RADIATOR	2,114.84		P8480511		D	-				INVENTORIES-MDSE	101.125000
PREMIUM WATERS INC				000374											
	67811	03/14/23		DRINKING WATER	18.49		330518864		D	-				SUBSISTENCE OF P	101.42412.0227
	67811	03/14/23		DRINKING WATER	120.00		330519539		D	-				SUBSCRIPTIONS AN	101.45001.0443
	67811	03/14/23		DRINKING WATER	30.98		330522748		D	-				SUBSISTENCE OF P	101.42412.0227
	67811	03/14/23		DRINKING WATER	21.99		330522870		D	-				GENERAL SUPPLIES	101.45432.0229
	67811	03/14/23		DRINKING WATER	10.00		330524066		D	-				GENERAL SUPPLIES	101.45435.0229
					201.46										
				VENDOR TOTAL	201.46										
							*CHECK TOTAL								
REVIZE LLC				003242											
	67812	03/14/23		2023 WEBSITE SUBSCRIP	7,900.00		15530		D	-				SUBSCRIPTIONS AN	101.41409.0443
RUNNING'S SUPPLY INC				001418											
	67813	03/14/23		ICE MELT	31.98		5837346		D	-				GENERAL SUPPLIES	101.45435.0229
	67813	03/14/23		PAINT FOR HELMETS	3.99		5841559		D	-				GENERAL SUPPLIES	101.42411.0229
	67813	03/14/23		BOOTS	149.99		5841732		D	-				SUBSISTENCE OF P	101.43425.0227
	67813	03/14/23		MAIL BOXES	53.98		5847976		D	-				MTCE. OF OTHER I	101.43425.0226
	67813	03/14/23		DOG FOOD	91.78		5848315		D	-				GENERAL SUPPLIES	101.42411.0229
					331.72										
				VENDOR TOTAL	331.72										
							*CHECK TOTAL								
SAND ELECTRIC				000678											
	67814	03/14/23		FBO HANGER LIGHT MTCE-	3,281.18		7136		D	-				MTCE. OF STRUCTU	230.43430.0225
	67814	03/14/23		RPL. RUNWAY LIGHTS-PAR	4,639.52		7136		D	-				MTCE. OF OTHER I	230.43430.0226
	67814	03/14/23		FBO HANGER LIGHT MTCE-	1,000.00		7136		D	-				MTCE. OF STRUCTU	230.43430.0335
	67814	03/14/23		RPL. RUNWAY LIGHTS-LAB	1,390.00		7136		D	-				MTCE. OF OTHER I	230.43430.0336

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
SAND ELECTRIC			000678							
				10,310.70		*CHECK TOTAL				
			VENDOR TOTAL	10,310.70						
SCHWIETERS CHEVROLET			003031							
67716	03/07/23	2023	CHEVY SILVERADO	45,131.53		29827		D -	MACHINERY AND AU	651.48484.0553
SERVICE CENTER/CITY OF W			000685							
67815	03/14/23	21.05	GALLONS DIESEL	82.52		STMT/01-23		D -	MOTOR FUELS AND	101.42412.0222
67815	03/14/23	4,390.58	GALLONS DIES	17,211.07		STMT/01-23		D -	MOTOR FUELS AND	101.43425.0222
67815	03/14/23	.01	GALLONS UNLEADED	0.03		STMT/01-23		D -	MOTOR FUELS AND	101.43425.0222
67815	03/14/23	60.76	GALLONS DIESEL	238.18		STMT/01-23		D -	MOTOR FUELS AND	651.48484.0222
67815	03/14/23		EQUIPMENT REPAIR-PARTS	394.47		STMT/02-23		D -	MTCE. OF EQUIPME	101.42411.0224
67815	03/14/23		EQUIPMENT REPAIR-PARTS	23.93		STMT/02-23		D -	MTCE. OF EQUIPME	101.42412.0224
67815	03/14/23		EQUIPMENT REPAIR-PARTS	3,552.12		STMT/02-23		D -	MTCE. OF EQUIPME	101.43425.0224
67815	03/14/23		EQUIPMENT REPAIR-PARTS	580.00		STMT/02-23		D -	MTCE. OF EQUIPME	101.43425.0224
				22,082.32		*CHECK TOTAL				
			VENDOR TOTAL	22,082.32						
SHERWIN WILLIAMS CO			000690							
67816	03/14/23		PAINT	342.64		1297-4		D -	MTCE. OF STRUCTU	101.43425.0225
67816	03/14/23		PAINT	285.74		5669-0		D -	GENERAL SUPPLIES	101.43425.0229
67816	03/14/23		PAINT	30.08		5737-5		D -	MTCE. OF STRUCTU	101.45435.0225
67816	03/14/23		PAINT	265.96		5823-3		D -	GENERAL SUPPLIES	101.43425.0229
67816	03/14/23		PAINT	45.99		5859-7		D -	MTCE. OF STRUCTU	101.45435.0225
67816	03/14/23		PAINT	265.96		5892-8		D -	GENERAL SUPPLIES	101.43425.0229
67816	03/14/23		PAINT	91.98		5918-1		D -	GENERAL SUPPLIES	101.41408.0229
67816	03/14/23		PAINT	52.98		6036-1		D -	MTCE. OF STRUCTU	101.45435.0225
67816	03/14/23		PAINT	29.74		6049-4		D -	GENERAL SUPPLIES	101.43425.0229
67816	03/14/23		PAINT-CITY HALL	174.18		6130-2		D -	MTCE. OF STRUCTU	101.41408.0225
67816	03/14/23		PAINT	75.27		6148-4		D -	GENERAL SUPPLIES	101.43425.0229
67816	03/14/23		PAINT	265.96		6163-3		D -	GENERAL SUPPLIES	101.43425.0229
67816	03/14/23		PAINT	107.19		6309-2		D -	GENERAL SUPPLIES	101.41408.0229
67816	03/14/23		PAINT-CITY HALL	89.27		6334-0		D -	MTCE. OF STRUCTU	101.41408.0225
				2,122.94		*CHECK TOTAL				
			VENDOR TOTAL	2,122.94						
SHI CORP			000275							
67817	03/14/23		WALKER-INDESGIN	89.00		B16539655		D -	LICENSES AND TAX	101.41409.0445
67817	03/14/23		WINDOWS SERVER LICENSE	4,246.40		B16543635		D -	LICENSES AND TAX	101.41409.0445
67817	03/14/23		ADOBE LICENSES	4,026.00		B16546258		D -	LICENSES AND TAX	101.41409.0445
				8,361.40		*CHECK TOTAL				
			VENDOR TOTAL	8,361.40						
SIETSEMA/SARA			003218							
67818	03/14/23		MN RURAL WATER CONF	1,702.75		030923		D -	TRAVEL-CONF.-SCH	651.48484.0333
SOUTH 71 VETERINARY CLIN			000699							
67819	03/14/23		K-9 WELLNESS EXAM	657.90		2309317		D -	PROFESSIONAL SER	101.42411.0446

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
STANDARD INSURANCE COMPA				003796											
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	11.80		3-2023		D	-				COBRA INS PREMIU	101.120001
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	74.69		3-2023		D	-				EMPLOYER INSUR.	101.41400.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	157.27		3-2023		D	-				EMPLOYER INSUR.	101.41402.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	40.56		3-2023		D	-				EMPLOYER INSUR.	101.41403.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	95.46		3-2023		D	-				EMPLOYER INSUR.	101.41405.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	20.50		3-2023		D	-				EMPLOYER INSUR.	101.41408.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	65.70		3-2023		D	-				EMPLOYER INSUR.	101.41409.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	29.63		3-2023		D	-				EMPLOYER INSUR.	101.41420.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	4.72		3-2023		D	-				EMPLOYER INSUR.	101.41424.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	16.00		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	82.90		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	35.12		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	13.50		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	18.00		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	36.20		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	698.10		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	112.30		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	10.85		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	100.15		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	305.50		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	41.10		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	27.90		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	0.70		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	276.70		3-2023		D	-				INS. PASS THROUG	101.41428.0819
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	933.22		3-2023		D	-				EMPLOYER INSUR.	101.42411.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	97.18		3-2023		D	-				EMPLOYER INSUR.	101.42412.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	10.14		3-2023		D	-				EMPLOYER INSUR.	101.43417.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	471.74		3-2023		D	-				EMPLOYER INSUR.	101.43425.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	21.35		3-2023		D	-				EMPLOYER INSUR.	101.45001.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	90.01		3-2023		D	-				EMPLOYER INSUR.	101.45432.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	41.40		3-2023		D	-				EMPLOYER INSUR.	101.45433.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	33.17		3-2023		D	-				EMPLOYER INSUR.	101.45435.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	10.64		3-2023		D	-				EMPLOYER INSUR.	101.45437.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	239.33		3-2023		D	-				EMPLOYER INSUR.	651.48484.0114
		67722	03/10/23	LIFE/LTD INSURANCE-MAR	20.40		3-2023		D	-				EMPLOYER INSUR.	651.48485.0114
					4,243.93										
				VENDOR TOTAL	4,243.93										
							*CHECK TOTAL								
SUMMIT FIRE PROTECTION				002555											
		67820	03/14/23	FIRE SPRINKLER SERVICE	1,250.00		2215749		D	-				MTCE. OF STRUCTU	101.43425.0225
SYSCO WESTERN MINNESOTA				000161											
		67821	03/14/23	CONCESSION SUPPLIES	1,031.18		253342223		D	-				GENERAL SUPPLIES	101.45433.0229
TAATJES FINANCIAL GROUP				003816											
		67822	03/14/23	PICKLEBALL TOURNEMENT	1,080.00		149		D	-				PROFESSIONAL SER	101.45432.0446

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
TAYLOR/RICHARD			003710											
	67823	03/14/23	LEADERSHIP TRAINING	10.00		031323		D	-				MOTOR FUELS AND	101.42412.0222
	67823	03/14/23	LEADERSHIP TRAINING	50.00		031323		D	-				TRAVEL-CONF.-SCH	101.42412.0333
				60.00	*CHECK	TOTAL								
			VENDOR TOTAL	60.00										
THE STANDARD INSURANCE C			003797											
	67723	03/10/23	VISION INS-MAR	141.58		3-2023		D	-				INS. PASS THROUG	101.41428.0819
TONYA ZIMMER SIGN LANGUA			003807											
	67824	03/14/23	SIGN LANGUAGE-WRESTLING	874.14		032745		D	-				PROFESSIONAL SER	101.45432.0446
TRIMARK MARLINN LLC			003732											
	67825	03/14/23	DISH SOAP	62.11		2977237		D	-				CLEANING AND WAS	101.45435.0228
UNITED ROTARY BRUSH CORP			002695											
	67826	03/14/23	SWEeper BROOMS	2,430.65		CI294258		D	-				MTCE. OF EQUIPME	101.43425.0224
UNITED WAY			003798											
	67724	03/10/23	UNITED WAY-03/09/23	18.00		3-2023		D	-				INS. PASS THROUG	101.41428.0819
US BANK EQUIPMENT FINANC			003143											
	67827	03/14/23	500-0664928-000	821.98		495543456		D	-				RENTS	101.41410.0440
UTILITYLOGIC			003783											
	67828	03/14/23	GAS METER REPAIR-PARTS	575.00		13826		D	-				MTCE. OF EQUIPME	651.48484.0224
	67828	03/14/23	GAS METER REPAIR-LABOR	125.00		13826		D	-				MTCE. OF EQUIPME	651.48484.0334
				700.00	*CHECK	TOTAL								
			VENDOR TOTAL	700.00										
WEST CENTRAL TECHNOLOGY			003817											
	67829	03/14/23	2023 3CX SUBSCRIPTION	1,405.00		30031		D	-				SUBSCRIPTIONS AN	101.41409.0443
WESTMOR INDUSTRIES LLC			001640											
	67830	03/14/23	FUEL PUMP REPAIR-PARTS	1,838.18		1868227 RI		D	-				MTCE. OF OTHER I	101.43425.0226
	67830	03/14/23	FUEL PUMP REPAIR-LABOR	3,468.40		1868227 RI		D	-				MTCE. OF OTHER I	101.43425.0336
				5,306.58	*CHECK	TOTAL								
			VENDOR TOTAL	5,306.58										
WILLMAR AUTO VALUE			002689											
	67717	03/07/23	FILTERS	17.62		22468961		D	-				INVENTORIES-MDSE	101.125000
	67717	03/07/23	SHOP SUPPLIES	9.99		22469313		D	-				GENERAL SUPPLIES	101.43425.0229
	67717	03/07/23	TRAILER CONNECTOR	20.96		22469522		D	-				INVENTORIES-MDSE	101.125000
	67717	03/07/23	SHOP SUPPLIES	89.90		22469522		D	-				GENERAL SUPPLIES	101.43425.0229
	67717	03/07/23	AIR FILTERS	23.48		22469741		D	-				INVENTORIES-MDSE	101.125000
	67717	03/07/23	BELT-EXHAUST FAN	13.99		22470161		D	-				MTCE. OF STRUCTU	101.43425.0225
	67717	03/07/23	V BELT	13.99		22470162		D	-				MTCE. OF STRUCTU	101.43425.0225
	67717	03/07/23	SHOP SUPPLIES	125.76		22470420		D	-				GENERAL SUPPLIES	651.48484.0229

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
WILLMAR AUTO VALUE			002689											
	67717	03/07/23	TIRE REPAIR PARTS	13.47		22470797		D	-				MTCE. OF EQUIPME	101.42412.0224
	67717	03/07/23	#168301 BRAKES	277.47		22471103		D	-				INVENTORIES-MDSE	101.125000
	67717	03/07/23	RETURN-CORE CREDIT	60.49	CR	22471386		D	-				INVENTORIES-MDSE	101.125000
	67717	03/07/23	SHOP SUPPLIES	28.94		22471388		D	-				GENERAL SUPPLIES	101.43425.0229
				575.08										
					*CHECK	TOTAL								
			VENDOR TOTAL	575.08										
WILLMAR CHAMBER OF COMME			000812											
	67831	03/14/23	DIRECTOR/ASSISTANT WAG	9,338.70		55094		D	-				SALARIES-REG. EM	208.45005.0110
	67831	03/14/23	INSURANCE	1,611.49		55094		D	-				EMPLOYER PENSION	208.45005.0113
	67831	03/14/23	FICA	551.82		55094		D	-				EMPLOYER PENSION	208.45005.0113
	67831	03/14/23	MEDICARE	129.05		55094		D	-				EMPLOYER PENSION	208.45005.0113
	67831	03/14/23	IRA CONTRIBUTION	267.00		55094		D	-				EMPLOYER PENSION	208.45005.0113
	67831	03/14/23	STATE UNEMPLOYMENT TAX	8.00		55094		D	-				EMPLOYER PENSION	208.45005.0113
	67831	03/14/23	FEDERAL UNEMPLOYMENT TAX	84.00		55094		D	-				EMPLOYER PENSION	208.45005.0113
	67831	03/14/23	OK UEMPLOYMENT TAX	99.30		55094		D	-				EMPLOYER PENSION	208.45005.0113
	67831	03/14/23	PAYROLL&FLEX FEES	243.53		55094		D	-				OTHER SERVICES	208.45005.0339
	67831	03/14/23	FEBRUARY RENT	689.06		55094		D	-				RENTS	208.45005.0440
	67831	03/14/23	CVB MAIL PICK-UP FEE-JAN	26.66		55095		D	-				POSTAGE	208.45005.0223
	67831	03/14/23	INTERNET	29.32		55095		D	-				COMMUNICATIONS	208.45005.0330
	67831	03/14/23	RECYCLING FEE-JAN	6.46		55095		D	-				CLEANING AND WAS	208.45005.0338
	67831	03/14/23	INTUIT PAYROLL FEES	20.00		55095		D	-				OTHER SERVICES	208.45005.0339
	67831	03/14/23	SERVER REPAIR	29.16		55096		D	-				COMMUNICATIONS	208.45005.0330
	67831	03/14/23	MANAGED IT	66.25		55096		D	-				PROFESSIONAL SER	208.45005.0446
	67831	03/14/23	MANAGED IT	200.07		55096		D	-				PROFESSIONAL SER	208.45005.0446
	67831	03/14/23	D&O INSURANCE 2023	550.00		55097		D	-				INSURANCES AND B	208.45005.0441
	67831	03/14/23	MEETING ROOM SUPPLIES	250.00		55098		D	-				GENERAL SUPPLIES	208.45005.0229
	67831	03/14/23	OFFICE 365 SUBSCRIPTION	7.54		55099		D	-				COMMUNICATIONS	208.45005.0330
	67831	03/14/23	TELEPHONE CHARGES	14.00		55099		D	-				COMMUNICATIONS	208.45005.0330
	67831	03/14/23	TOURISM COMMITTEE LUNCH	119.35		55099		D	-				TRAVEL-CONF.-SCH	208.45005.0333
	67831	03/14/23	EXECUTIVE COMM LUNCH	39.65		55099		D	-				TRAVEL-CONF.-SCH	208.45005.0333
	67831	03/14/23	DOODLE SUBSCRIPTION	83.40		55099		D	-				SUBSCRIPTIONS AN	208.45005.0443
	67831	03/14/23	DOODLE TRANSACTION FEE	1.66		55099		D	-				SUBSCRIPTIONS AN	208.45005.0443
	67831	03/14/23	SHRPA ADVERTISING	1,000.00		55099		D	-				ADVERTISING	208.45006.0447
	67831	03/14/23	REMARKABLE NOTEBOOK SUB	2.99		55099		D	-				OTHER CHARGES	208.45008.0449
	67831	03/14/23	MPI MEMBERSHIP	468.75		55099		D	-				OTHER CHARGES	208.45008.0449
	67831	03/14/23	REMARKABLE NOTEBOOK	0.05		55099		D	-				OTHER CHARGES	208.45008.0449
	67831	03/14/23	MSP AIRPORT	550.00		55099		D	-				OTHER CHARGES	208.45010.0449
	67831	03/14/23	MOA-GUIDE DISTRIBUTION	550.00		55099		D	-				OTHER CHARGES	208.45010.0449
	67831	03/14/23	GOOGLE ADVERTISING	335.09		55099		D	-				OTHER CHARGES	208.45010.0449
	67831	03/14/23	FACEBOOK ADVERTISING	10.00		55099		D	-				OTHER CHARGES	208.45010.0449
	67831	03/14/23	SHRPA ADVERTISING	1,000.00		55099		D	-				OTHER CHARGES	208.45010.0449
	67831	03/14/23	DRONE REGISTRATION	5.00		55099		D	-				OTHER CHARGES	208.45010.0449
	67831	03/14/23	WINTERFEST MEETING	18.48		55099		D	-				OTHER CHARGES	208.45010.0449
	67831	03/14/23	WINTERFEST MEETING	25.70		55099		D	-				OTHER CHARGES	208.45010.0449
	67831	03/14/23	HOCKEY TOURNAMENT ITEMS	102.68		55099		D	-				OTHER CHARGES	208.45011.0449
	67831	03/14/23	MAIL PICK-UP FEE-FEB	26.66		55179		D	-				POSTAGE	208.45005.0223
	67831	03/14/23	INTERNET	38.65		55179		D	-				COMMUNICATIONS	208.45005.0330
	67831	03/14/23	RECYCLING FEE-FEBRUARY	6.41		55179		D	-				CLEANING AND WAS	208.45005.0338

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER				CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT		
WILLMAR CHAMBER OF COMME				000812															
	67831	03/14/23	MANAGED IT				200.07		55179		D	-				PROFESSIONAL SER	208.45005.0446		
	67831	03/14/23	DIRECTOR&ADMIN WAGES				9,106.62		55182		D	-				SALARIES-REG. EM	208.45005.0110		
	67831	03/14/23	APRIL INSURANCE				1,611.49		55182		D	-				EMPLOYER PENSION	208.45005.0113		
	67831	03/14/23	FICA				536.90		55182		D	-				EMPLOYER PENSION	208.45005.0113		
	67831	03/14/23	MEDICARE				125.57		55182		D	-				EMPLOYER PENSION	208.45005.0113		
	67831	03/14/23	IRA CONTRIBUTION				259.80		55182		D	-				EMPLOYER PENSION	208.45005.0113		
	67831	03/14/23	MARCH COPIES				3.80		55182		D	-				OFFICE SUPPLIES	208.45005.0220		
	67831	03/14/23	PAYROLL FEES				97.41		55182		D	-				OTHER SERVICES	208.45005.0339		
	67831	03/14/23	MARCH RENT				689.06		55182		D	-				RENTS	208.45005.0440		
	67831	03/14/23	PUBLIC POLICY LUNCH				24.00		55186		D	-				SUBSISTENCE OF P	101.41400.0227		
	67831	03/14/23	PUBLIC POLICY LUNCH				12.00		55186		D	-				SUBSISTENCE OF P	101.41401.0227		
							31,272.65		*CHECK TOTAL										
			VENDOR TOTAL				31,272.65												
WILLMAR COMMUNITY EDUCAT				001243															
	67832	03/14/23	CUSTODIAL FEE				325.00		2223-657		D	-				PROFESSIONAL SER	101.45432.0446		
WILLMAR STINGERS BASEBAL				002814															
	67833	03/14/23	BALLY SPORTS NORTH ADV				1,100.00		022323		D	-				OTHER CHARGES	208.45011.0449		
WINDSTREAM				002100															
	67834	03/14/23	PHONE SERVICE-MARCH				795.01		STMT/03-23		D	-				COMMUNICATIONS	101.41409.0330		

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
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REPORT TOTALS:				1,210,741.82										
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RECORDS PRINTED - 000441

Vendor Payment History Report

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
101	GENERAL FUND	701,799.14
208	CONVENTION & VISITORS BUREAU	39,141.54
230	WILLMAR MUNICIPAL AIRPORT	13,970.49
295	COMMUNITY INVESTMENT	246.26
421	S.A.B.F. - #2021B	7,782.30
450	CAPITAL IMPROVEMENT FUND	258,013.64
651	WASTE TREATMENT	188,788.45
800	LAW ENFORCEMENT FORFEITURE	1,000.00
TOTAL ALL FUNDS		1,210,741.82

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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HERT	HERITAGE BANK	1,210,741.82
TOTAL ALL BANKS		1,210,741.82



City of Willmar

City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	5.F.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Liquor License Renewals		

RECOMMENDED ACTION:

Approve the Liquor License Renewal Applications from April 25, 2023, to April 25, 2024, Pending Police Department Approval, on a Roll Call Vote.

OVERVIEW:

The City Council approves liquor licenses on an annual basis.

The following establishments are requesting renewal of their current Liquor Licenses:

On-Sale

American Legion Post 167
Applebees's Neighborhood Grill & Bar
Diamante Night Club
Eagle Creek Golf Club
El Tapatio Mexican Restaurant
Finstad-Week Post 1639
Grizzly's Grill N' Saloon
Holiday Inn / Green Mill Willmar
Ruff's Wings & Sports Bar
Spur's Corporation

On-Sale Wine

Giovanni's Pizza
Golden Palace Restaurant
Jake's Pizza
The Barn Theatre
Willmar Stingers
Willmar WarHawks

Brewer Off-Sale / Taproom On-Sale

Foxhole Brewhouse

On-Sale Club

Willmar Frat. Order of Eagles
Willmar Elks Lodge

Off-Sale

Cash Wise Liquor
Cub Foods
Walmart
West Side Liquor
West Side Market & Liquor

On-Sale 3.2% Intoxicating Malt Liquor

Giovanni's Pizza
Golden Palace Restaurant
Jake's Pizza
KRA Speedway
The Barn Theatre
Valley Golf of Willmar Inc.
Willmar Stingers
Willmar WarHawks

BUDGETARY/FISCAL ISSUES:

\$47,900.00 application fees

ALTERNATIVES TO CONSIDER:

1. Deny the serving of alcohol at these establishments

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	5.G.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Advertisement Agreement with Willmar Baseball Association		

RECOMMENDED ACTION:

Council adopt a resolution approving a 3-year agreement with the Willmar Baseball Association for the advertising rights at the Swansson Baseball/Softball Complex.

OVERVIEW:

The Willmar Baseball Boosters are requesting to put advertising signage on the fences at the Swansson Baseball/Softball Complex. The proceeds of the advertising sales will go back to the Willmar Baseball Association for programming and facilities improvements. The agreement will be a 3-year agreement which will run from April 2023 to September 2026.

The Parks and Recreation Board has reviewed this agreement and is recommending the approval of the agreement with the Willmar Baseball Association.

BUDGETARY/FISCAL ISSUES:

In the agreement, the Willmar Baseball Association are responsible for all advertising costs, installation, removal and any repairs to the fence if needed. The cost of the agreement is \$1.00 per year, \$3.00 total.

ALTERNATIVES TO CONSIDER:

Don't approve the agreement as presented
Make corrections to the agreement

ATTACHMENTS:

1. Resolution for Swansson Fields Advertising Agreement
2. Advertising Agreement Swansson Fields 2023 2026
3. Swansson Fields Complex Overview

Resolution No. ____

**A RESOLUTION APPROVING A THREE-YEAR ADVERTISING AGREEMENT WITH THE WILLMAR
BASEBALL ASSOCIATION FOR ADVERTISING RIGHTS AT THE SWANSSON FIELD
BASEBALL/SOFTBALL COMPLEX**

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar is hereby authorized to approve a 3-year agreement with the Willmar Baseball Association for advertising right at the Swansson Field Baseball/Softball Complex.

Dated this 20th Day of March 2023

Mayor

Attest:

City Clerk

**AGREEMENT FOR THE DELEGATION OF ADVERTISING SALES
AT THE CITY OF WILLMAR**

THIS AGREEMENT, is made this ____ day of _____, 20____ between the City of Willmar (Owner of the Swansson Baseball/Softball Complex) and WILLMAR BASEBALL ASSOCIATION, a Minnesota nonprofit corporation (WBA).

PREAMBLE

WHEREAS, its primary tenant is the WBA, and

WHEREAS, the WBA desires to arrange for and manage more efficiently the sale of advertising in the Swansson Field Baseball/ Softball Complex which is rented by the WBA through a lease agreement covering the time period from April 1st, 2023 until September 30th, 2026.

WHEREAS, pursuant to Minn. Stat. § 471.16, the City of Willmar finds it desirable to cooperate with and delegate to WBA the specific authority to serve as the CITY OF WILLMAR’s agent for the purpose of arranging the sale of advertising space for the portion of the facility known as the “Swansson Fields”, to be sold on the fences, by the WBA, in the Swansson Field Baseball/Softball Complex of the City of Willmar, shown in Exhibit A.

NOW THEREFORE, it is agreed as follows:

**SECTION I.
ADVERTISING RIGHTS**

In consideration of the benefits recited herein, the City of Willmar delegates and gives authority to the WBA, the right to arrange for, promote and sell advertising space within the Swansson Field Baseball/Softball Complex of the City of Willmar. This agreement expressly includes and reserves to the WBA all rights to sell and arrange for advertising upon the fences on the Swansson Field Baseball/Softball Complex, shown in Exhibit A; provided, however, that WBA shall use any proceeds of such advertising sales solely in furtherance of Willmar Baseball Association operations and programming.

SECTION II.
TERM OF AGREEMENT

This agreement shall be in full force and effect for the period starting April 1st, 2023 until September 30th, 2026.

SECTION III.
SCOPE OF AUTHORITY DELEGATED

The City of Willmar delegates to the WBA the right to sell, arrange for, and contract for the advertising defined herein in the Swansson Field Baseball/Softball Complex during the term of this agreement. This agreement will be presented to the Parks and Recreation Director, followed by the Parks and Recreation Board and to the City Council for approval.

SECTION IV.
RESERVED RIGHTS

The City of Willmar reserves the right to specifically approve all Swansson Field advertising sold by the WBA during the term of this agreement and meets all city ordinances. No advertising signs shall be erected or placed until approval from Parks and Recreation Director has been given. The parties agree that the City of Willmar, in permitting WBA to sell and install advertising at the Swansson Field Baseball/Softball Complex, is not creating a forum for public speech protected by the United States or Minnesota constitutions. In furtherance of the City of Willmar's objectives of minimizing chances of abuse, appearance of favoritism, and risk of imposing on a captive audience, Owner hereby reserves the right to reject any banner, sign, or other advertising media that it deems inappropriate or offensive, and expressly prohibits the display of political signage in any portion of the Swansson Field Baseball/Softball Complex, or its grounds. This prohibition includes any materials endorsing or promoting or otherwise related to candidates for political office or political parties.

SECTION V
PAYMENT

In consideration of the privileges delegated by this agreement, the WBA will pay to the City of Willmar a base fee in the sum of \$3.00.

SECTION VI
INSTALLATION AND REMOVAL OF ADVERTISING

The City of Willmar shall reserve authority to approve design/wording/layout and specific placement location of all advertising during the term of this agreement and the WBA is responsible for installation, and removal of all advertising at the expiration of this agreement. The WBA shall be responsible to pay all costs for design, fabrication, installation of all advertising signs and any repairs to the fence areas (if warranted) on the Swansson Field Baseball/Softball Complex in the City of Willmar.

IN WITNESS WHEREOF, the City of Willmar and the WBA have caused this agreement to be signed as of the date and year first above written.

CITY OF WILLMAR

THE WILLMAR BASEBALL ASSOCIATION

By _____
Doug Reese, Mayor

By _____

By _____
Leslie Valiant, City Administrator

By _____

By _____
Rob Baumgarn, Parks and Recreation Director

By _____

Swansson Fields– Exhibit A





City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	5.H.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Advertisement Agreement with Willmar Softball Association		

RECOMMENDED ACTION:

Council adopted a resolution approving a 1 year agreement with the Willmar Softball Association for advertising rights at the Civic Center Baseball/Softball Complex.

OVERVIEW:

The Willmar Softball Association are requesting to put advertising signage on the fences at the Civic Center Baseball/Softball Fields. The proceeds of the advertising sales will go back to the Willmar Softball Association for programming and facilities improvements. The agreement will be one year and run from April 2023 to September 2023.

The Parks and Recreation Board has reviewed this agreement and is recommending the approval of the agreement with the Willmar Softball Association.

BUDGETARY/FISCAL ISSUES:

In the agreement, the Willmar Softball Association are responsible for all advertising costs, installation, removal and any repairs to the fence if needed. The cost of the agreement is \$1.00.

ALTERNATIVES TO CONSIDER:

Don't approve the agreement as presented
Make corrections to the agreement

ATTACHMENTS:

1. Resolution for Civic Center Baseball Softball Fields Advertising Agreement
2. Advertising Agreement Civic Center Baseball Softball Fields 2023
3. Civic Center Baseball Softball Overview

Resolution No. ____

**A RESOLUTION APPROVING A ONE-YEAR ADVERTISING AGREEMENT WITH THE WILLMAR
SOFTBALL ASSOCIATION FOR ADVERTISING RIGHTS AT THE CIVIC CENTER
BASEBALL/SOFTBALL COMPLEX**

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to approve a 1-year agreement with the Willmar Softball Association for advertising right at the Willmar Civic Center Baseball/Softball Complex.

Dated this 20th Day of March, 2023

Mayor

Attest:

City Clerk

**AGREEMENT FOR THE DELEGATION OF ADVERTISING SALES
IN THE CITY OF WILLMAR**

THIS AGREEMENT is made this _____ day of _____, 20____ between the City of Willmar (Owner of the Willmar Civic Center Baseball/Softball Complex) and WILLMAR SOFTBALL ASSOCIATION, a Minnesota nonprofit corporation (WSA).

PREAMBLE

WHEREAS, its primary tenant is the WSA, and

WHEREAS, the WSA desires to arrange for and manage more efficiently the sale of advertising in the Willmar Civic Center Baseball/Softball Complex which is rented by the WSA through a lease agreement covering the time period from April 1st, 2023 until September 30th, 2023.

WHEREAS, pursuant to Minn. Stat. § 471.16, the City of Willmar finds it desirable to cooperate with and delegate to WSA the specific authority to serve as the CITY OF WILLMAR's agent for the purpose of arranging the sale of advertising space for the portion of the facility known as the "Willmar Civic Center Baseball/Softball Complex" to be sold on the fences, by the WSA, in the Willmar Civic Center Baseball/Softball Complex of the City of Willmar, shown in Exhibit A.

NOW, THEREFORE, it is agreed as follows:

**SECTION I.
ADVERTISING RIGHTS**

In consideration of the benefits recited herein, the City of Willmar delegates and gives authority to the WSA, the right to arrange for, promote and sell advertising space within the Willmar Civic Center Baseball/Softball Complex of the City of Willmar. This agreement expressly includes and reserves to the WSA all rights to sell and arrange for advertising upon the fences on the Willmar Civic Center Baseball/Softball Complex, shown in Exhibit A; provided, however, that WSA shall use any proceeds of such advertising sales solely in furtherance of Willmar Softball Association operations and programming.

SECTION II.
TERM OF AGREEMENT

This agreement shall be in full force and effect for the period starting April 1st, 2023 until September 30th, 2023.

SECTION III.
SCOPE OF AUTHORITY DELEGATED

The City of Willmar delegates to the WSA the right to sell, arrange for, and contract for the advertising defined herein in the Willmar Civic Center Baseball/Softball Complex during the term of this agreement. This agreement will be presented to the Parks and Recreation Director, followed by the Parks and Recreation Board, and to the City Council for approval.

SECTION IV.
RESERVED RIGHTS

The City of Willmar reserves the right to specifically approve all Willmar Civic Center Baseball/Softball Complex advertising sold by the WSA during the term of this agreement and meets all city ordinances. No advertising signs shall be erected or placed until approval from Parks and Recreation Director has been given. The parties agree that the City of Willmar, in permitting WSA to sell and install advertising at the Willmar Civic Center Baseball/Softball Complex, is not creating a forum for public speech protected by the United States or Minnesota constitutions. In furtherance of the City of Willmar's objectives of minimizing chances of abuse, the appearance of favoritism, and the risk of imposing on a captive audience, the Owner hereby reserves the right to reject any banner, sign, or other advertising media that it deems inappropriate or offensive, and expressly prohibits the display of political signage in any portion of the Willmar Civic Center Baseball/Softball Complex, or its grounds. This prohibition includes any materials endorsing or promoting or otherwise related to candidates for political office or political parties.

SECTION V
PAYMENT

In consideration of the privileges delegated by this agreement, the WSA will pay to the City of Willmar a base fee in the sum of \$1.00.

SECTION VI
INSTALLATION AND REMOVAL OF ADVERTISING

The City of Willmar shall reserve the authority to approve the design/wording/layout and specific placement location of all advertising during the term of this agreement and the WSA is responsible for the installation, and removal of all advertising at the expiration of this agreement. The WSA shall be responsible to pay all costs for the design, fabrication, and installation of all advertising signs and any repairs to the fence areas (if warranted) on the Willmar Civic Center Baseball/Softball Complex in the City of Willmar.

IN WITNESS WHEREOF, the City of Willmar and the WSA have caused this agreement to be signed as of the date and year first above written.

CITY OF WILLMAR

THE WILLMAR SOFTBALLASSOCIATION

By _____
Doug Reese, Mayor

By _____

By _____
Leslie Valiant, City Administrator

By _____

By _____
Rob Baumgarn, Parks and Recreation Director

By _____

Recreation Fields– Exhibit A





City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	5.I.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Resolution for the Renewal of a Master Joint Powers Agreement with the State of Minnesota.		

RECOMMENDED ACTION:

Approval of the Resolution and supporting documents with the State of Minnesota

OVERVIEW:

The City's prior Joint Power Agreement with the State of MN has expired. The attached agreements and resolution provided by the State of MN allow Tom Anderson, Anderson Law Offices, P.L.L.C., to continue to act as the City of Willmar Prosecuting Attorney with direct access to court services data.

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. 2023 Resolution Approving JPA
2. 2023 Willmar Pros Atty Master JPA
3. 2023 Willmar Pros Atty Court Amendment

RESOLUTION NO. _____

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF
WILLMAR ON BEHALF OF ITS CITY PROSECUTOR AND POLICE DEPARTMENT**

WHEREAS, the City of Willmar on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Willmar on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Willmar Chief of Police-James Felt or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the City Prosecutor, Thomas M. Anderson, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Doug Reese, the Mayor for the City of Willmar, and Leslie Valiant, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, ____.

CITY OF WILLMAR

By: Doug Reese
Its Mayor

ATTEST: _____
By: Leslie Valiant
Its City Administrator



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Willmar on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Thomas Anderson, Attorney
Address: Anderson Law Offices, P.L.L.C.
PO Box 1123
Willmar, MN 56201
Telephone: 320.262.3915
Email Address: tomanderson@anderlawmn.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: Thomas M. Anderson

Signed: _____

Title: _____
Willmar City Prosecutor

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and Anderson Law Offices, P.L.L.C., Thomas M. Anderson, the Willmar City Prosecutor (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 222924, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Anderson Law Offices, P.L.L.C.
Thomas M. Anderson

Signed: _____
Title: Willmar City Prosecutor
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	5.J.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Resolution to affirm a Potentially Dangerous Dog Designation		

RECOMMENDED ACTION:

That the Council adopts a Resolution affirming the decision of the potentially dangerous dog designation.

OVERVIEW:

Pursuant to Minnesota State Statute 347.50 and Willmar Municipal Code, Chapter 4-57, concerning the declared potentially dangerous animal, notice was given to Susan Elaine Berge located at 605 2nd Street SW, owner of Paisley, that the City Council will consider objections to the proposed determination for the declared potentially dangerous dog.

At the March 6, 2023, Council meeting, a public hearing was held, and a motion to uphold the decision of a potentially dangerous animal was approved. The enclosed resolution is the affirmation of that action.

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. DRAFT Berg - 2023 031323

**CITY OF WILLMAR
RESOLUTION NO. _____**

**FINDINGS, CONCLUSIONS AND ORDER
OF WILLMAR CITY COUNCIL ON HEARING REGARDING WILLMAR POLICE
DEPARTMENT'S DECEMBER 12, 2022 POTENTIALLY DANGEROUS DOG DECLARATION**

Motion By: Shuldes Second By: Asmus

WHEREAS, the Applicant, Susan Elaine Berge, requested a hearing before the City of Willmar City Council pursuant to City of Willmar Ordinance #4-64 seeking review of a potentially dangerous dog declaration notice the City's Police Department issued to her on December 12, 2022, with respect to a German Shepherd named Paisley owned by Applicant for an incident that occurred on November 29, 2022, and

WHEREAS, the City of Willmar Ordinances regulating potentially dangerous animals are substantively consistent with Minnesota Statute Section 347.50, *et seq.*

WHEREAS, Applicant is the owner of Paisley pursuant to City of Willmar Ordinance #4-56, which defines "owner" as "any person . . . possessing, harboring, keeping, having an interest in, or having care, custody, or control of a dog."

WHEREAS, City of Willmar Ordinance #4-57(a) defines a "potentially dangerous animal" as any dog that:

- (1) When unprovoked, bitten a human or a domestic animal on public or private property;
- (2) When unprovoked, chased or approached a person upon the streets, sidewalks, or any public or private property, other than the animal owner's property, in an apparent attitude of attack; or
- (3) A known history or propensity, tendency or disposition to attack while unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

WHEREAS, for the purposes of the above statutory definitions of dangerous and potentially dangerous animals, "provocation" means "an act that an adult could reasonably expect may cause an animal to attack or bite." City of Willmar Ordinance #4-56; and

WHEREAS, pursuant to Minn. Stat. § 347.565, the State of Minnesota's dangerous dog laws must be enforced by the City's animal control authority; and

WHEREAS, the animal control authority for the City of Willmar is the Willmar Police Department pursuant to City of Willmar Ordinance #4-55(b); and

WHEREAS, Applicant submitted a written request for a hearing on the City's December 12, 2022 potentially dangerous dog declaration which was received by the City on January 4, 2023; and

WHEREAS, all required notices that the requested hearing to review the City's December 12, 2022 potentially dangerous dog declaration would be conducted in a meeting of the City Council to be held on March 6, 2023 at 6:30 p.m. at the Board Room of the Kandiyohi County Health and Human Services Building were duly made to Paisley's owner by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA, that based upon the record, testimony and evidence presented at said hearing, the City Council makes the following:

FINDINGS

1. Applicant Susan Elaine Berge resides at 605 2nd St. SW, Willmar, Minnesota, and has an ownership interest in Paisley, an adult female German Shepherd dog born February 12, 2018.
2. On November 29, 2022, Paisley, when unprovoked, approached Sandra Marie Tersch, a 67-year-old Willmar resident, while Ms. Tersch was on a public sidewalk in Willmar, in an apparent attitude of attack.
3. During the encounter, Paisley inflicted a bite on Ms. Tersch's arm and thumb. The bite inflicted by Paisley on Ms. Tersch's thumb resulted in bruising and a trip later in the evening to the local hospital from which she gave her statement to the Willmar Police Department. Ms. Tersch's statement to the Willmar Police Department claims that Paisley dragged her to the ground, causing soreness to her ribs. A photograph of Ms. Tersch's thumb was provided for consideration.
4. In a notice and declaration dated December 12, 2022, Sergeant Chad Oakleaf of the Willmar Police Department informed the applicant, Susan Berge, that the City considered Paisley to be potentially dangerous, and that failure to comply with the Potentially Dangerous Dog requirements could result in the impoundment of Paisley and/or criminal charges.
5. The December 12, 2022 notice and declaration provided Susan Berge with the opportunity to request a hearing before the City Council to appeal the City's determination by January 5, 2023.¹
6. Sergeant Chad Oakleaf served Susan Berge with the Police Department's Potentially Dangerous Dog Determination Review on December 15, 2022.
7. As of December 15, 2022, Applicant Susan Berge was in compliance with all Potentially Dangerous Dog requirements.
8. Susan Berge submitted a letter of appeal to the Willmar Police Department on January 4, 2023.
9. The public hearing for the appeal was previously scheduled to be heard on February 21, 2023, but the public hearing was reconvened on March 6, 2023 to consider the appeal.

¹ The notice and declaration contained a typo providing a deadline of "January 5, 2022" for the letter of appeal or compliance with the requirements.

10. In response to Applicant's request for a hearing, the City Council conducted a hearing on March 6, 2023 and received public testimony regarding the potentially dangerous dog declaration from Paisley's owner and Applicant, Susan Berge, Chief of Police Jim Felt, and two witnesses of Paisley's behavior specified in findings 2-3. Chief of Police Jim Felt relied upon Ms. Tersch's previous statements and the facts contained in the notice declaring Paisley a potentially dangerous dog in lieu of requesting Ms. Tersch provide public testimony.
11. All required notices regarding the March 6, 2023 City Council hearing to review the City's December 12, 2022 potentially dangerous dog declarations were properly made by the City.
12. The individuals who testified at the March 6, 2023 hearing are shown on Exhibit A, which is attached hereto and incorporated herein by reference.
13. Testimony from Applicant established that after Paisley was able to escape the secured area of Applicant's property, Paisley approached and barked at Ms. Tersch while Ms. Tersch was on the public sidewalk.
14. Testimony from Applicant and two witnesses appearing on behalf of Applicant disputed the claim that Paisley bit Ms. Tersch without provocation. Each witness provided testimony that Ms. Tersch immediately kicked toward Paisley and swung her backpack at Paisley after Paisley approached and barked at her on the sidewalk. According to Applicant and witnesses, the actions of Ms. Tersch may have provoked an unintentional bite from Paisley.

Commented [DAA1]: I don't know if a list was kept, but it could be included there.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA, that based upon the record, testimony, and evidence presented at said hearing and the above findings, the City Council makes the following:

CONCLUSIONS AND ORDER

1. Pursuant to City of Willmar Ordinance #4-57(a), a determination that Paisley is a potentially dangerous animal will be affirmed if **one or more** of the following criteria has been established:
 - 1) When unprovoked, Paisley has bitten a human or a domestic animal on public or private property;
 - 2) When unprovoked, Paisley has chased or approached a person upon the streets, sidewalks, or any public or private property, other than the animal owner's property, in an apparent attitude of attack; or
 - 3) Paisley has a known history or propensity, tendency or disposition to attack while unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.
2. That Paisley, having approached a person, unprovoked, upon the public sidewalk in an apparent attitude of attack, is a potentially dangerous dog as defined by Minn. Stat. § 347.50, subd. 3(2) and Willmar City Code 4-57(a)(2).

3. That the City Police Department's December 12, 2022 declaration with respect to Paisley is hereby **AFFIRMED** in its entirety.
4. That Paisley's owners shall fully comply with the registration requirements for a potentially dangerous dog contained in Willmar City Code Section 4-57(b), and that Paisley's owner's failure to do so could result in seizure and impoundment of Paisley pursuant to Willmar City Code 4-57(d).

Adopted on March 6, 2023, by the City Council of the City of Willmar.

Doug Reese, Mayor

ATTEST:

Judy Thompson, City Clerk

Exhibit A
List of Individuals Testifying at the March 6, 2023 Hearing

1. Chief of Police Jim Felt
2. Applicant Susan Berge
3. Witness Stephen Stewart
4. Witness John Landon

Commented [DAA2]: Unsure of last name here, based on recording.



City of Willmar

City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	5.K.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Building Report February 2023		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. February 2023

Issued Dates: 2/1/2023 to 2/28/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

City of Willmar

Monthly External Permits Report

Printed: 3/2/2023

Page: 1

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032363	2/1/2023	5 Star Properties Of Willmar, 1125 3rd St SW	95-280-2480 Lot 8, Block 14 Hanson's Addition To Willmar	Demolition Residential Add/Alter	Tear down house	\$0.00	\$75.00
WI032415	2/13/2023	Hillenbrand/David L 1509 9th St SW	95-750-0540 Sub-Div. N1/2 Of Ne1/4	Reroofing Residential Add/Alter	New roof, reside, new windows	\$35,000.00	\$97.50
WI032416	2/1/2023	Tiernan/John M & Victoria A 1005 20th Ave SE	95-138-0140 Lot 14, Block 1 Countryside Addition	Single Family Replace	Water Heater Replacement	\$1,300.00	\$26.00
WI032417	2/2/2023	Brabender/Caitlin 726 Mary Ave SE	95-914-2070	Single Family Replace	Gas Furnace Replacement	\$4,800.00	\$31.00
WI032418	2/1/2023	Danielson/Scott C & Dawn 2702 8th St SW	95-684-0315 Block 3 Portland Acres	Single Family Replace	Gas Furnace & A/C Replacement	\$9,200.00	\$56.00
WI032419	2/1/2023	Kack/Abby L 2010 Prairie Lane SW	95-697-0230 Lot 3, Block 3 Richland Estates	Single Family Replace	Gas Furnace Replacement	\$4,500.00	\$31.00
WI032420	2/1/2023	Weiler/Charles P & Michelle 516 14th St SW	95-015-0430 Block 4 Fourth Railroad Addition	Alteration Residential Add/Alter	Bathroom remodel	\$7,700.00	\$141.10
WI032421	2/1/2023	Thompson/Cori A 1004 14th Ave SE	95-671-0110 Lot 1, Block 2 Pleasant View Second Addition	Alteration Residential Add/Alter	Bathroom remodel	\$18,490.00	\$284.00
WI032422	2/3/2023	Jennie-O Turkey Store Inc 2505 Willmar Ave SW	95-921-5860	Alteration Commercial Add/Alter	Relocating bathrooms, interior office remodel	\$105,700.00	\$1,566.31
WI032423	2/24/2023	Willmar Block 25 Lofts, LLC 227 Hwy 12 Bypass SW	95-062-0010 Lot 1, Block 1 Block 25 Lofts	Fire Sprinkler/Fire Alarm Apartment	Alarm for New 58 Unit Apartment	\$19,775.00	\$483.85
WI032424	2/3/2023	Jennie-O Turkey Store Inc 2505 Willmar Ave SW	95-921-5860	Commercial/Ind Alt/Remodel	Bathroom relocation	\$0.00	\$91.00
WI032425	2/3/2023	Winnie Willmar, LLC 1901 1st St S	95-323-0010 Highway Commercial Tract	Alteration Commercial Add/Alter	Convert Office Max to TJ Maxx	\$1,600,000.00	\$9,067.81

City of Willmar

Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032426	2/7/2023	Hammond/Sheryl J 2410 Kenwood Dr SW	95-057-0510 Biltmore Estates, Condo #5, A Condominium	Reroofing Residential Add/Alter	Residential Reroof	\$11,677.00 \$35.84
WI032427	2/7/2023	Armstrong/Rebecca J 2408 Kenwood Dr SW	95-057-0500 Biltmore Estates, Condo #5, A Condominium	Reroofing Residential Add/Alter	Residential Reroof	\$11,677.00 \$35.84
WI032428	2/7/2023	Mauzy/Clarence R & M Rodriguez 2422 Kenwood Dr SW	95-057-0420 Biltmore Estates, Condo #5, A Condominium	Reroofing Residential Add/Alter	Residential Reroof	\$11,719.00 \$35.86
WI032429	2/7/2023	Emmen/Mark J 2409 Kenwood Dr SW	95-057-0630 Biltmore Estates, Condo #5, A Condominium	Reroofing Commercial Add/Alter	Commercial Reroof	\$11,698.00 \$193.10
WI032430	2/9/2023	Willmar Community Theater Inc 321 4th St SW	95-124-1000 Cardinal Square, Cic #51	Commercial/Ind Alt/Remodel	Add Washer and Dryer	\$0.00 \$1.00
WI032431	2/7/2023	Kuperus/Wendy 2400 Kenwood Dr SW	95-057-0210 Biltmore Estates, Condo #5, A Condominium	Reroofing Commercial Add/Alter	Commercial Reroof	\$6,801.00 \$128.15
WI032432	2/7/2023	Brouwer/Terrance L & Joyce M 2402 Kenwood Dr SW	95-057-0010 Biltmore Estates, Condo #5, A Condominium	Reroofing Commercial Add/Alter	Commercial Reroof	\$6,801.00 \$128.15
WI032433	2/7/2023	Maxwell/Pamela K 2406 Kenwood Dr SW	95-057-0220 Biltmore Estates, Condo #5, A Condominium	Reroofing Commercial Add/Alter	Commercial Reroof	\$6,801.00 \$128.15
WI032434	2/7/2023	Kenwood Drive R E Irr Trust 2404 Kenwood Dr SW	95-057-0020 Biltmore Estates, Condo #5, A Condominium	Reroofing Commercial Add/Alter	Commercial Reroof	\$6,801.00 \$128.15

Issued Dates: 2/1/2023 to 2/28/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

City of Willmar

Monthly External Permits Report

Printed: 3/2/2023

Page: 3

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032435	2/7/2023	Sandahl/Marilyn I 2411 Kenwood Dr SW	95-057-0620 Biltmore Estates, Condo #5, A Condominium	Reroofing Commercial Add/Alter	Commercial Reroof	\$11,698.00	\$193.10
WI032436	2/7/2023	Tatge/Roger & Carol J 2414 Kenwood Dr SW	95-057-0520 Biltmore Estates, Condo #5, A Condominium	Reroofing Commercial Add/Alter	Commercial Reroof	\$11,679.00	\$35.84
WI032437	2/7/2023	Imes/Kathleen 2416 Kenwood Dr SW	95-057-0530 Biltmore Estates, Condo #5, A Condominium	Reroofing Residential Add/Alter	Residential Reroof	\$11,679.00	\$35.84
WI032438	2/7/2023	Adelmeyer/Ryan J 2420 Kenwood Dr SW	95-057-0410 Biltmore Estates, Condo #5, A Condominium	Reroofing Residential Add/Alter	Residential Reroof	\$11,719.00	\$35.86
WI032439	2/7/2023	Cruz/Marta & Nicolas 500 Julii St SE	95-222-0140 Lot 14, Block 2 Ferrings 2nd Addition	Single Family Replace	Gas Furnace Replacement & Water Heater	\$9,000.00	\$56.00
WI032440	2/13/2023	Kraemer/Roy J & Karen A 1300 7th St SW	95-780-0810 Block 4 Sunnyside	Single Family Replace	Gas Furnace & A/C Replacement	\$9,400.00	\$56.00
WI032441	2/13/2023	Stoeberl/Mitchell L 506 Portland Dr SW	95-785-0100 Lot 10, Block 1 Sunnyview Addition	Single Family Replace	Gas Furnace Replacement	\$3,500.00	\$31.00
WI032442	2/9/2023	Rierson/Steven W & Susan R 611 6th St SW	95-006-2090 Block 71 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$34,258.00	\$47.13
WI032443	2/13/2023	Venaas/Thomas L 1700 7th St SW	95-664-0610 Block 4 Perkins 4th Addition	Alteration Residential Add/Alter	Bathroom remodel	\$4,530.00	\$102.02
WI032444	2/16/2023	Bentler/Jill M 510 13th Ave SW	95-480-0080 Block 1 Leary's Addition	Single Family Replace	Gas Furnace Replacement	\$4,500.00	\$31.00

Issued Dates: 2/1/2023 to 2/28/2023
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 3/2/2023
 Page: 4

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032445	2/24/2023	Madsen/Shawn M&Kimberly C(Kim) 620 6th St SW	95-006-2180 Block 72 First Addition To The Town Of Willmar	Alteration Residential Add/Alter	Interior Remodel	\$10,000.00	\$207.81
WI032447	2/24/2023	Christenson/Bruce W & Diane 2005 Prairie Lane SW	95-697-0160 Lot 6, Block 2 Richland Estates	Single Family Replace	Gas Furnace Replacement	\$2,924.00	\$31.00
WI032448	2/24/2023	Prouty Properties, LLC 211 Anthony St SE	95-220-1050 Block 8 Ferring's Addition	Single Family Replace	Gas Furnace Replacement	\$4,500.00	\$31.00
WI032449	2/24/2023	Mccleary/Travis & Aurora 704 26th Ave SW	95-683-0230 Lot 3, Block 2 Portland Acres 3rd Addition	Single Family Replace	Gas Furnace Replacement	\$4,686.00	\$31.00
WI032451	2/24/2023	Jmb Investment Group LLC 612 15th St SW	95-040-0230 Lot 4, Block 4 Barnstad's Addition To The City Of Willmar	Single Family Replace	Gas Furnace Replacement	\$3,700.00	\$31.00
WI032452	2/24/2023	Mejia/Mary J & Wilmer 519 13th St SE	95-184-0980 Lot 8, Block 7 Erickson's Third Addition	Single Family Replace	Water Heater Replacement	\$2,400.00	\$26.00

Count: 37

Totals: \$2,020,613.00 \$13,746.41

Year-to-Date Summary (1/1/2023 through 2/28/2023)

Count: 90

YTD Totals: \$5,095,490.00 \$50,189.03



City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	5.L.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Doug Reese, Mayor
Item:	Police Commission Appointment		

RECOMMENDED ACTION:

Information

OVERVIEW:

Mayor Reese has approved Lilbon Clark application to the Police Commission for consideration

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Clark Lilbon

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

Print

Submitted by: Lilbon Clark

Submitted On: 2023-03-02 13:12:04

Submission IP: (47.12.151.62)

proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: David Hillenbrand

Due Date: Open



★ CITY OF WILLMAR

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE COMMISSION

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

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

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

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

APPLICANT INFORMATION

Date	* First Name	* Last Name
03/02/2023	Lilbon	Clark

Format: MM/DD/YYYY

* Address	* City
913 S.E. Augusta Avenue	Willmar, MN 56201

* Phone	* Email
(320)231-1335	lf.clark@yahoo.com

Phone

Email

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

Contacted by Chief Felt. Informed that there would be an opening on the Police Commission, and asked if I would be Interested in applying for the position.

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

I desire to continue to serve Willmar and Kandiyohi County.

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

* I have served Kandiyohi County for 20 years as a Probation Officer. (Retired) I received FBI clearance and ran Criminal Histories for the Probation Department. * I have served the City of Willmar for 36 years as an EMT on the Ambulance Squad. (Retired) * I have served Willmar and Kandiyohi County as a 9-1-1 Dispatcher. * I have served Kandiyohi County for 3-4 years on the Rescue Squad. (retired) I have worked with Law Enforcement in all positions listed above.

*** List your educational background**

Earned a Bachelor of Science Degree in Biology @ Northwest Missouri State University (1978).

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

* I have served as a Board Member for the Fortress Recovery House in Willmar. (recently retired) * Member of the Willmar American Legion. * Member of the Fraternal Order of Elks.

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

I am currently employed (part-time) as a Courier for CentraCare in Willmar, MN. CentraCare Hospital 301 Becker Avenue Willmar, MN 56201



City of Willmar

City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	5.M.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Airport Commission Appointment		

RECOMMENDED ACTION:

Information Only

OVERVIEW:

David M. Frey to be appointed to the Willmar Airport Commission

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

1. Frey David_Airport Commission

Application for Appointment to City Board/Committee/Commission

Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. (If more than one, please number in order of choice.)

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

Applicant Information

Name: David M. Frey Date of Application: 03/10/2023
Address: 2011 6th Street SW, Willmat, MN 56201 Phone No. 320-444-0184
(Certain Boards and Commissions may require that you are a resident of the City of Willmar)
Email: davemfrey@aol.com

What prompted you to make application for a citizen committee? Personal conversations with Doug
and other city board members.

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

I am retired and have an interest in being more active in community activities.

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

My past as a manufacturing engineer has given me the opportunity to serve on advance planning teams
for the purpose of setting up and making changes to large manufacturing operations in many companies.

List your educational background: I have a EET degree from PURDUE UNIVERSITY with a background
in machine design, production engineering, welding, assembly operations, safety and troubleshooting.

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

I am a Master Mason, started and mentored several FIRST ROBOTICS teams, church trustee,
Board member and treasurer for several different barbershop chorus organizations.

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

I was a troubleshooter and production engineering contractor for many years but have now retired.

Please return completed application to:

Mayor's Office
333 SW 6th Street
Willmar, MN 56201

Or fax completed forms to:

(320) 235-4917



City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	9.A.
Agenda Section:	Regular Business	Originating Department:	Human Resources
Resolution:	No	Prepared By:	LuAnn Sietsema, HR Director
Ordinance:	No	Presented By:	LuAnn Sietsema, HR Director
Item:	Motion to Approve Employee Policies reviewed/revised February 2023		

RECOMMENDED ACTION:

Motion to approve the updated Personnel Policy Handbook and referenced policy changes for the first section of two as presented.

OVERVIEW:

The 2023 Personnel Policy Handbook has been reviewed/ revised and is ready for Council review and approval. This is the first section of two of the handbook, including the various policies referenced within this section.

BUDGETARY/FISCAL ISSUES:

None

ALTERNATIVES TO CONSIDER:

Additions or revision changes if needed.

ATTACHMENTS:

1. City of Willmar HR Handbook and Policy Review Revisions 2023

Human Resources Handbook and Policy Review and Revisions 2023

<u>Handbook</u>	<u>Review/Revise</u>	<u>Date</u>	<u>Changes</u>
Handbook under "Scope"	Revise	Feb-23	** changed he, she, him, her to them or they throughout Added paid on-call firefighters to list "do not apply to"
Handbook - Notice and Summary of Right to Review Personnel Records (see separately)	Remove Revise	Feb-23	Made this policy a stand along policy; Notice is also given to new employees upon hire to sign off on
Personal Communications and Use of Social Media	Revise	Feb-23	Updated to include additional language from LMC
Conduct as a City employee	Revise	Feb-23	Add Brady Giglio language per LMP template.
Appearance	Remove	Feb-23	Removed wording regarding logo City clothing...
Conflict of Interest	Revise	Feb-23	Added wording from LMC Template
Smoking	Revise	Feb-23	Change age to 21 - employees allowed to smoke in designated areas
Direct Deposit	Revise	Feb-23	Added Improper deduction and Overpayment Policy In LMC Template
Holidays	Revise	Aug-23	Added Juneteenth holiday effective 8/1/2023 Added language regarding Employees wanting to observe
<u>Policy</u>			
Media Relations Policy	Revise	Feb-23	Add example of appropriate response...
Conflict of Interest Policy	Review	Feb-23	None required
Whistleblower Protections Policy	Review	Feb-23	None required
Criminal History Background Check Policy for Employment	Revise	Aug-22	New change in law "results of the BCA criminal history data may be released by the Police Department (in accordance with Minn. Stat. 299C.72) to the hiring authority, including the City Council, the City Administrator or Human Resources.
Exempt Employees Pay Policy	Revise	Feb-23	Add information bullet "The employee takes unpaid leave under the FMLA <u>only when sick leave and vacation leave banks are exhausted.</u> " Remove job titles listed under 2 personal days each year - nonexempt positions. Not part of this policy. * unrepresented positions will receive 2 personal days per year
Tuition Reimbursement Policy	Revise	Feb-23	Department Head to "Director"
Tuition Reimbursement Application	Revise	Feb-23	Department Head to "Director"
Sick Leave Donation Policy	Review	Feb-23	None required
Sick Leave Upon Separation Policy	Revise	Feb-23	Remove options of 1 lump sum payment or 3 lump sum payments over 3 calendar years to HSA or 457b Deferred Compensation account. Add Sick Leave Hours and Retirement section - which changes this to Sick leave going into an HCSP account when employees separate. Align with 3 of our unions that have this option.



2023 PERSONNEL POLICY HANDBOOK

Council Approved _____

INTRODUCTION

Purpose

~~It is the purpose of these policies to establish a uniform and equitable system of personnel administration for employees of the City of Willmar. Their provisions do not establish terms and shall not be construed as contractual provisions. They are not intended to be all-inclusive or to cover every situation that may arise. These policies may be amended at any time at the sole discretion of the City and they will supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the City Council. The Council, however, has delegated responsibility, with full authority, to the City Administrator City Administrator for the enforcement of all personnel policies. The City Administrator, in turn, may delegate certain responsibilities and authorities to the staff as deemed advisable in order to carry out these policies.~~

This handbook provides information to you, as an employee of the City of Willmar, about certain terms and conditions of your employment. It is not, and should not be considered, an employment contract. Your continued employment, and the conditions of the employment, is solely within the discretion of the City of Willmar. The handbook summarizes major policies and programs related to your employment. Additional information about many of these policies and programs is available from the City's Administration office. Please take advantage of those resources to assure that you are fully aware of your rights and responsibilities as an employee of the City of Willmar.

~~Except as otherwise prohibited by law, the City of Willmar has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.~~

Scope

These policies apply to all employees of the City. Except where specifically noted, these policies do not apply to:

1. Elected officials
2. City attorney
3. Members of City boards, commissions, and committees
4. Consultants and contractors
5. Volunteers except as specifically noted for paid-on-call firefighters.

If any specific provisions of the personnel policies conflict with any current union agreement or civil service rules, the union agreement or civil service rules will prevail. Union employees are encouraged to consult their collective bargaining agreement first for information about their employment conditions. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

These policies serve as an information guide to help employees become better informed and to make their experience with the City more rewarding. Departments may have special work rules deemed necessary by the supervisor and approved by the eCity aAdministrator for the

achievement of objectives of that department. Such rules will be further explained and enforcement discussed with the employee by the immediate supervisor.

Except as otherwise prohibited by law, the City of Willmar has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

EEO Policy Statement

The City of Willmar is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training. The City of Willmar will not discriminate against any employee or job applicant on the basis of race including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists, color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission or lawful participation in the Minnesota Medical Cannabis Patient Registry.

Data Practices Advisory

Employee records are maintained in a location designated by the ~~city administrator~~ City Administrator. Personnel data is retained in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated according to the [Minnesota Government Data Practices Act](#).

~~Notice and Summary of Right to Review Personnel Records~~

~~Employees have a right under Minnesota law to review their personnel file once every six months while employed with the City. The request must be made in writing to the HR Department.~~

~~Within seven working days of receiving the request, the City will make available either the original file or an accurate copy of it. Employees will have access to the file during normal operating hours either at their job site or a nearby location. The City may require that this review take place in the presence of a company representative. After the Employee has had an opportunity to review the file, a written request may be made for a copy of the record. A copy will be provided at no cost to the employee.~~

~~After separation from employment (for whatever reason), Employees may review their personnel file once annually for as long as the City maintains the record.~~

~~If an employee, after reviewing their file, disputes specific information contained in the record, the City may agree to remove or revise the disputed information. If no agreement is reached, the employee may submit a written statement of no more than five pages explaining their dispute.~~

~~The statement will be included in the file, along with the disputed information, for as long as the City maintains the record.~~

~~The City will not retaliate against any employee for asserting their rights under the Minnesota [Personnel Records Statute](#). The full text of this statute, which sets forth all available rights and remedies, can be found online at: www.revisor.mn.gov/statutes/?id=181.960~~

Media Requests

All City employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be routed to the appropriate department or to the data practices authority.

Any employee who identifies a mistake in reporting should bring the error to the ~~city administrator~~ City Administrator or other appropriate staff. Regardless of whether the communication is in the employee's official City role or in a personal capacity, employees must comply with all laws related to trademark, copyright, software use, etc.

With the exception of routine events and basic information readily available to the public, all requests for interviews or information from the media are to be routed through the ~~city administrator~~ City Administrator. No City employee is authorized to speak on behalf of the City without prior authorization from the ~~city administrator~~ City Administrator or ~~his/her~~ their designee. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, social media postings, and websites. See full [Media Relations Policy](#) for additional information.

Personal Communications and Use of Social Media

It is important for City employees to remember that the personal communications of employees may reflect on the City, especially if employees are commenting on City business or commenting on issues that implicate their City employment. As City representatives, employees share in the responsibility of earning and preserving the public's trust in the City. An employee's own personal communications, such as on social media, can have a significant impact on the public's belief that all City staff will carry out City functions faithfully and impartially and without regard to factors such as race, sex/gender, religion, national origin, disability, sexual orientation, or other protected categories. Nonpersonal communications (performed within one's job duties) to members of the public must be professional at all times. The following guidelines apply to personal communications, including various forms such as social media (Facebook, Twitter, blogs, YouTube, etc.), letters to the editor of newspapers, and personal endorsements:

- Do not share any private or confidential information you have access to as a result of your City position.
- Any personal communications made on a matter of public concern must not disrupt the efficiency of the City's operation, including by negatively affecting morale. Put another way, such public comments must not undermine any City department's ability to effectively serve the public. Disruptive personal communications can include liking or republishing (sharing/retweeting) a social media post of another individual or entity. The

City can act on the personal communication that violates this policy without waiting for the actual disruption. Remember what you write or post is public, and will be so for a long time. It may also be spread to large audiences. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information or photos you would not want your boss or other employees to read, or you would be embarrassed to see in the newspaper. Keep in mind harassment, bullying, threats of violence, discrimination, or retaliation that would not be permissible in the workplace is not permissible between co-workers online, even if it is done after hours, from home and on home computers.

- Remember what you write or post cannot easily be undone. It may also be spread to larger audiences than you intended. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information or photos you would not want your boss or other employees to read, or you would be embarrassed to see in the newspaper. Keep in mind harassment, bullying, threats of violence, discrimination, or retaliation concerning a co-worker or between co-workers that would not be permissible in the workplace is not permissible online, even if it is done after hours, from home and on home computers.
- The City of Willmar expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the City. Avoid using statements, photographs, video or audio that reasonably may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race including traits associated with race, including, but not limited to, hair texture and hairstyles such as braids, locs and twists, national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance or membership or activity in a local human rights commission.
- If you publish something related to City business and there is liable to be confusion whether you are speaking on behalf of the City, it would be best to identify yourself and use a disclaimer such as, "These are my own opinions and do not represent those of the City of Willmar."
- City resources, working time, or official City positions cannot be used for personal profit or business interests, or to participate in personal political activity. Some examples: a building inspector could not use the City's logo, email, or working time to promote ~~his/her~~ their side business as a plumber; a parks employee should not access a park after hours even though ~~he or she~~ they may have a key; a clerk, while working at City Hall, should not campaign for a friend who is running for City Council.
- Personal social media account name or email names should not be tied to the City (e.g., Willmar Cop).

CITYWIDE WORK RULES & CODE OF CONDUCT

Conduct as a City Employee

In accepting City employment, employees become representatives of the City and are responsible for assisting and serving the citizens for whom they work. An employee's primary

responsibility is to serve the residents of Willmar. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a City employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

Honesty is an important organizational attribute to our City. Therefore, any intentional misrepresentation of facts or falsification of records, including personnel records, medical records, leaves of absence documentation or the like, will not be tolerated. Further, dishonesty in City positions may preclude workers from effectively performing their essential job duties. As just one example, a police officer with a credibility issue under a Brady/Giglio designation very likely will be excluded from providing testimony for court cases thereby creating an employment strain where an employee cannot effectively perform the essential functions of the job. Any violations will result in corrective action, up to and including termination.

The following are job requirements for every position at the City of Willmar. All employees are expected to:

- Perform assigned duties to the best of their ability at all times.
- Render prompt and courteous service to the public at all times.
- Read, understand, and comply with the rules and regulations as set forth in these personnel policies as well as those of their departments.
- Conduct themselves professionally toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance while meeting the goals set by an employee's supervisor.
- Approach our organization and operational duties with a positive attitude and constructively support open communication, creativity, dedication, and compassion.

Attendance & Absence

The operations and standards of service in the City of Willmar require that employees be at work unless valid reasons warrant absence or an employee has a position that has been approved to work remotely. In order for a team to function efficiently and effectively, employees must fully understand the goals that have been set for them and the time required to be on the job.

Understanding attendance requirements is an essential function of every City position.

Employees who are going to be absent from work (which includes arriving late or leaving early) are required to notify their supervisor as soon as possible in advance of the absence. In the event of an unexpected absence, employees should call their supervisor before the scheduled starting time and keep in mind the following procedures:

- If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where he/she they can be reached and/or contact any other individual who was designated by the supervisor.
- Failure to use the established reporting process will be grounds for disciplinary action.
- The employee must call the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor.

- Employees who are absent for three (3) days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing.
- The City may waive this rule if extenuating circumstances warranted such behavior.

This policy does not preclude the City from administering discipline for unexcused absences of less than three (3) days. Individual departments may establish more specific reporting procedures.

For budgetary and confidentiality reasons, non-exempt employees (eligible for overtime pay) are not authorized to take work home or work through lunch without prior approval from their supervisor.

In the event that an essential employee living within the City limits finds it impossible due to inclement weather to get to their job, they may be picked up by a Public Works vehicle or snow plow.

Access to and Use of City Property

Any employee who has authorized possession of keys, tools, cell phones, pagers, or other City-owned equipment must register ~~his/her~~ their name and the serial number (if applicable) or identifying information about the equipment with ~~his/her~~ their supervisor.

All such equipment must be turned in and accounted for by any employee leaving employment with the City in order to resign in good standing.

Employees are responsible for the safekeeping and care of all such equipment. The duplication of keys owned by the City is prohibited unless authorized by the City Administrator. Any employee found having an unauthorized duplicate key will be subject to disciplinary action.

Appearance

Departments may establish dress codes for employees as part of departmental rules. Personal appearance should be appropriate to the nature of the work and contacts with other people and should present a positive image to the public. Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace. Dress needs vary by function. Employees who spend a portion of the day in the field need to dress in a professional manner appropriate to their jobs, as determined by their supervisor. Employees may dress in accordance with their gender identity, within the constraints of the dress codes adopted by the City. City staff shall not enforce the City's dress code more strictly against transgender and gender diverse employees than other employees.

~~The City of Willmar may provide clothing to employees when employee identification is deemed to be in the best interest of the City. All departments shall use a standardized marking or logo on uniforms and designed clothing.~~

~~Individual items of apparel that are permitted shall include T-shirts, hats, polo shirts or sweatshirts and shall be appropriate for seasonal employment. Departments may utilize jackets~~

~~or windbreakers for employment identification. However, these clothing units shall remain property of the City of Willmar and disposed of after reasonable period of usefulness.~~

~~Departments may make mandatory wearing of clothing at times of employment to assist at special events or days when employee identification is paramount.~~

Employees who need an accommodation associated with a protected status such as religion or disability should speak with the City Administrator or designee to obtain approval to deviate from this policy.

Conflict of Interest

City employees are to remove themselves from situations in which they would have to take action or make a decision where that action or decision could be a perceived or actual conflict of interest or could result in a personal benefit for themselves or a family member. It shall be the responsibility of each employee to recognize when a conflict of interest exists and report the matter to the City Administrator. If an employee has any question about whether such a conflict exists, ~~he/she~~ they should consult with the City Administrator. See full [Conflict of Interest Policy](#) for additional information.

Nepotism

In no event will any applicant or employee receive preferential consideration because of relationship to another City of Willmar employee, to a member of the City Council, or other City official. No two members of an immediate family (spouse, parent, parent-in-law, guardian, child, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, or any family member residing in the employee's household) may be employed in a supervisor/subordinate role.

The City will review on a case-by-case basis any situations where an applicant for any City position (including a promotion) is a relative of an existing City employee. The City may choose not to hire a relative of an existing employee where the following situations exist:

- Where one employee will supervise, evaluate, or participate in disciplinary action or other substantial employment decisions affecting a relative.
- Where one employee will be responsible for auditing the work of a relative.
- Where private or confidential data maintained by the City would be compromised.
- Where a conflict of interest would arise from such employment.

For this policy, a person shall be regarded as being a relative of an employee if the person's relationship with the employee is that of parent, step-parent, child, step-child, sibling, step-sibling, husband, wife, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. In situations where two existing employees become relatives after being employed by the City, the City may require a transfer of one of the employees in order to avoid the above situations.

While this conflict of interest language specifically addresses family members, similar challenging issues may be in play with a close friendship as well. Thus, in a situation with the potential for conflict of interest, it is best to consult with your City attorney and monitor closely to ensure all employees are treated respectfully and fairly.

Falsification of Records

Any employee who makes false statements or commits, or attempts to commit, fraud in an effort to prevent the impartial application of these policies, will be subject to immediate disciplinary action up to and including termination and potential criminal prosecution.

Whistleblower Protections

An employee of the City who, in good faith, reports an activity that ~~he/she~~ they considers to be illegal or dishonest to one or more of the parties may have whistleblower protections. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate City management officials are charged with these responsibilities.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact ~~his/her~~ their immediate supervisor or Human Resources. It is the City's legal responsibility to protect employees who make a complaint of employment discrimination, who serve as a witness or participate in an investigation, or who are exercising their rights when requesting religious or disability accommodation from retaliation. See full [Whistleblower Protections Policy](#) for additional information.

Personal Telephone Calls & Mail

Personal telephone calls are to be made or received only when truly necessary (e.g., family or medical emergency). They are not to interfere with City work and are to be completed as quickly as possible. Any personal long-distance call costs will be paid for by the employee. Please refer to the cell phone policy for information on use of cellular phones. Employees are discouraged from having their personal mail delivered to the City Offices. Employees are also prohibited from preparing any personal letters during regular working time.

Political Activity

City employees have the right to express their views and to pursue legitimate involvement in the political system. However, no City employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes. Further, any political activity in the workplace must be pre-approved by the City to avoid any conflict of interest or perception of bias such as using authority or political influence to compel another employee to apply for or become a member in a political organization.

Smoking

The City of Willmar observes and supports the Minnesota Clean Indoor Air Act. All City buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that smoking in any form (through the use of tobacco products such as pipes, cigars, and cigarettes) or “vaping” with e-cigarettes is prohibited while in a City facility or vehicle.

Smoking of any kind, including pipes, cigars, cigarettes, vaping with e-cigarettes, and the use of chewing tobacco, is prohibited for employees while on duty. Employees 18 ~~21~~ and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.

DEFINITIONS

For purposes of these policies, the following definitions will apply:

Authorized Hours - The number of hours an employee was hired to work. Actual hours worked during any given pay period may be different than authorized hours, depending on workload demands or other factors, and upon approval of the employee's supervisor.

Benefits - Privileges granted to qualified employees in the form of paid leave and/or insurance coverage.

Benefit Earning Employees - Employees who are eligible for at least a pro-rated portion of City-provided benefits. Such employees must be year-round employees who work at least 30 hours per week on a regular basis.

Compensatory Time - Time off with pay in lieu of monetary payment for overtime worked.

Core Hours - The core business hours that all employees (exempt and non-exempt) are expected to work are 8 a.m. to 4:30 p.m., Monday through Friday. Police, fire, and public works employees do not have core hours and work the schedules established by their supervisors.

Demotion - The movement of an employee from one job class to another within the City, where the maximum salary for the new position is lower than that of the employee's former position.

Direct Deposit - As permitted by state law, all City employees are required to participate in direct deposit.

Employee - An individual who has successfully completed all stages of the selection process, including the training period.

Exempt Employee - Employees who are not covered by the overtime provisions of the federal or state Fair Labor Standards Act.

FICA (Federal Insurance Contributions Act) - FICA is the federal requirement that a certain amount be automatically withheld from employees' earnings. Specifically, FICA requires an employee contribution of 6.2 percent for Social Security and 1.45 percent for Medicare. The City contributes a matching 7.65 percent on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., police officers). These amounts may change if required by law.

Fiscal Year - The period from Jan. 1 to Dec. 31.

Full-Time Employee - Employees who are required to work forty (40) or more hours per week year-round in an ongoing position. In accordance with federal health care reform laws and regulations, the City shall offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month. In order to comply with health care reform law while avoiding penalties, part-time employees will be scheduled with business needs and in a manner that ensures positions retain part-time status as intended.

Hours of Operation - The City's regular hours of operation are Monday through Friday, from 8 a.m. to 4:30 p.m.

Job Class - Positions sufficiently similar with respect to duties and responsibilities that the same schedule of pay can be applied with equity to all positions in the class under the same or substantially the same employment conditions.

Department Director Head - An employee who is responsible for managing a department or division of the City.

Non-Exempt Employee - Employees who are covered by the federal or state Fair Labor Standards Act. Such employees are normally eligible for overtime at 1.5 times their regular hourly wage for all hours worked over forty (40) in any given workweek.

Part-Time Employee - Employees who are required to work less than forty (40) hours per week year-round in an ongoing position.

Pay Period - A fourteen (14) day period beginning at 12 a.m. (midnight) on Sunday through 11:59 p.m. on Saturday, fourteen (14) days later.

PERA (Public Employees Retirement Association) - Statewide pension program in which all City employees meeting program requirements must participate in accordance with Minnesota law. The City and the employee each contribute to the employee's retirement account.

Promotion - Movement of an employee from one job class to another within the City, where the maximum salary for the new position is higher than that of the employee's former position.

Reclassify - Movement of a job from one classification to another classification because of a significant change in the position's duties and responsibilities.

Seasonal Employee - Employees who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits or credit for seniority.

Service Credit - Time worked for the City. An employee begins earning service credit on the first day worked for the City. Some forms of leave will create a break in service.

Temporary Employee - Employees who work in temporary positions. Temporary jobs might have a defined start and end date or may be for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits or credit for seniority. In order to comply with health care reform law while avoiding penalties, seasonal and temporary employees will be scheduled with business needs and in a manner that ensures positions retain part-time status as intended or, in some rare instances, may be offered health insurance.

Training/Probationary Period - A twelve-month period at the start of employment with the City (or at the beginning of a promotion, reassignment, or transfer) that is designated as a period within which to learn the job, unless covered by a collective bargaining agreement stating a different time frame. The training period is an integral extension of the City's selection process and is used by supervisors for closely observing an employee's work.

An employee serving ~~his/her~~ their initial probationary period may be disciplined at the sole discretion of the City, up to and including dismissal. An employee so disciplined, including dismissal, will not have any grievance rights.

Nothing in this policy handbook shall be construed to imply that after completion of the probationary period, an employee has any vested interest or property right to continued City employment.

Time served in temporary, seasonal, volunteer or interim positions are not considered part of the probationary period. If an emergency arises during an employee's probationary period which requires a leave of absence, such time off, if granted, will not be considered as time worked, and the probationary period will be extended by the length of time taken.

Transfer - Movement of an employee from one City position to another of equivalent pay.

Weapons - Weapons are defined to include all legal or illegal firearms, switchblade knives, or any other object that has been modified to serve as a weapon or that has the primary purpose of serving as a weapon.

Workweek - A workweek is seven consecutive 24-hour periods. For most employees the workweek will run from Sunday through the following Saturday. With the approval of the ~~City administrator~~ City Administrator, departments may establish a different workweek based on coverage and service delivery needs (e.g., police department, fire department, parks and recreation department).

EMPLOYEE RECRUITMENT & SELECTION

Scope

The ~~city administrator~~ City Administrator or a designee will manage the hiring process for positions within the City. While the hiring process may be coordinated by staff, the ~~city administrator~~ City Administrator is responsible for the final hiring decision and must approve all hires to City employment. In addition to City Administrator approval, the City Council must approve the hiring of all Department ~~Head-Directors~~. All hires will be made according to merit and fitness related to the position being filled.

Features of the Recruitment System

The ~~city administrator~~ City Administrator or designee will determine if a vacancy will be filled through an open recruitment or by promotion, transfer, or some other method.

This determination will be made on a case-by-case basis. The majority of position vacancies will be filled through an open recruitment process.

Application for employment will generally be made online or by application forms provided by the City. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the ~~city administrator~~ City Administrator or designee. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position.

The deadline for application may be extended by the ~~city administrator~~ City Administrator. Unsolicited applications will not be kept on file.

Position vacancies may be filled on an “interim” basis as needed. The City Council will approve Department ~~Director~~ Head interim appointments. Pay rate adjustments, if any, will be determined by the City Council.

Testing and Examinations

Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test; or other appropriate job-related exam. For example:

- Keyboarding exercises for data entry positions.
- Writing exercises for positions requiring writing as part of the job duties.
- “In-basket” exercise for an administrative support position (sets up real-life scenarios and items that would likely be given to the position for action, and asks the candidate to list and prioritize the steps they would take to complete the tasks).
- Mock presentation to the City Council for a planning director position, for example.
- Scenarios of situations police officers are likely to encounter on the job that test the candidate’s decision-making skills (can be role played or multiple-choice questions).

Internal recruitments will be open to any City employee who: (1) has successfully completed the initial training period; (2) meets the minimum qualifications for the vacant position; and (3) currently is and for the past year has been in good standing with the City.

The City Council ~~Administrator~~ Administrator or designee will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process, a candidate must meet the minimum qualifications.

Pre-Employment Medical Exams

The ~~city administrator~~ City Administrator or designee may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential functions of any City position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam.

When a pre-employment medical exam is required, it will be required of all candidates who are finalists and/or who are offered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

When required, the medical exam will be conducted by a licensed physician designated by the City with the cost of the exam paid by the City. (Psychological/psychiatric exams will be conducted by a licensed psychologist or psychiatrist). The physician will notify the ~~city administrator~~ City Administrator or designee that a candidate either is or isn’t medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug test, if applicable. If the candidate requires accommodation to perform one or more of the essential functions of the job, the City Administrator or designee will confer with the physician and candidate regarding reasonable and acceptable accommodations. If a candidate is rejected for employment based on the results of the medical exam, ~~he/she~~ they will be notified of this determination.

Selection Process

The selection process will be a cooperative effort between the ~~city administrator~~ City Administrator or designee and the hiring supervisor, subject to final hiring approval of the ~~city administrator~~ City Administrator. Any, all, or none of the candidates may be interviewed.

The process for hiring seasonal and temporary employees may be delegated to the appropriate supervisor with each hire subject to final ~~city administrator~~ City Administrator approval. Except where prohibited by law, seasonal and temporary employees may be terminated by the supervisor at any time, subject to ~~city administrator~~ City Administrator approval.

The City has the right to make the final hiring decision based on qualifications, abilities, experience and City of Willmar's needs.

Background Checks

All finalists for employment with the City will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the ~~city administrator~~ City Administrator will determine the level of background check to be conducted based on the position being filled. See the full [Criminal History Background Check Policy](#) for additional information.

Training/Probationary Period

The training period is an integral part of the selection process and will be used for the purpose of closely observing the employee's work and for training the employee in work expectations.

Training periods apply to new hires, transfers, promotions, and rehires. Training periods are twelve months in duration, but may be extended by, for example, an unpaid leave of absence.

ORGANIZATION

Job Descriptions

The City will maintain job descriptions for each ~~regular~~ position. New positions will be developed as needed but must be approved by the City Council prior to the position being advertised.

A job description is prepared for each position within the City. Each job description will include: position title, department, supervisor's title, FLSA status (exempt or non-exempt), primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. In addition, job descriptions may also describe the benefits offered and potential career path opportunities as a means to entice a qualified pool of applicants. Good attendance and compliance with work rules and policies are essential functions of all City positions.

Prior to posting a vacant position the existing job description is reviewed by the ~~city administrator~~ City Administrator or designee and the hiring supervisor to ensure the job description is an accurate reflection of the position and the stated job qualifications do not present artificial barriers to employment.

A current job description is provided to each new employee. Supervisors are responsible for revising job descriptions as necessary to ensure that the position's duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the City Administrator Council.

Assigning and Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the supervisor subject to the approval of the ~~city administrator~~ City Administrator.

Job Descriptions and Classifications

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the ~~eCity a~~City a~~Administrator.~~

Layoff

In the event it becomes necessary to reduce personnel, temporary employees and those serving a probationary period in affected job classes will be terminated from employment with the City before other employees in those job classes. Within these groups, the selection of employees to be retained will be based on merit and ability as determined by the ~~city administrator~~ City Administrator, subject to approval of the City Council. When all other considerations are equal, the principle of seniority will apply in layoffs and recall from layoffs.

HOURS OF WORK

Work Hours

Employee work schedules and opportunities to work remotely will be established by supervisors with the approval of the ~~city administrator~~ City Administrator. The regular workweek for employees is five eight-hour days in addition to a lunch period, Monday through Friday, except as otherwise approved by the ~~city administrator~~ City Administrator in accordance with the customs and needs of the individual departments.

Core Hours

To ensure employee availability and accountability to the public the City serves, all full-time employees (exempt and non-exempt) are to be at work or available to the public and co-workers during the hours of 8 a.m. to 4:30 p.m., Monday through Friday, unless away from the work site for a work-related activity or on approved leave.

Meal Breaks and Rest Periods

A paid fifteen (15) minute break is allowed within each four (4) consecutive hours of work. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time, or lunch time by saving these breaks. An unpaid thirty (30) minute lunch period is provided when an employee works eight (8) or more consecutive hours. ~~Employees are~~

~~expected to use these breaks as intended and will not be permitted to adjust work start time, end time, or lunch time by saving these breaks.~~

Employees working in City buildings will normally take their paid break at the place provided for that purpose in each building. Employees working out-of-doors will normally take their paid break at the location of their work.

Employees whose duties involve traveling throughout the City may stop along the assigned route at a restaurant or other public accommodation for their fifteen (15) minute break. Exceptions must be approved by the supervisor or ~~city administrator~~ City Administrator.

Departments with unique job or coverage requirements may have additional rules, issued by the supervisor and subject to approval of the ~~city administrator~~ City Administrator, on the use of meal breaks and rest periods.

Adverse Weather Conditions

City facilities will generally be open during adverse weather. Due to individual circumstances, each employee will have to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety will not normally have their pay reduced as a result of this absence. Employees will be allowed to use accrued vacation time or compensatory time, or with supervisor approval, may modify the work schedule or make other reasonable schedule adjustments.

Sworn police officers and public works maintenance employees will generally be required to report to work regardless of conditions.

Decisions to cancel departmental programs (special events, recreation programs, etc.) will be made by the respective Director/sSupervisor or the ~~eCity a~~Administrator.

COMPENSATION

Full-time employees of the City will be compensated according to schedules adopted by the City Council. Unless approved by the Council, employees will not receive any amount from the City in addition to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for seasonal and temporary employees will be set by the City Council at the time of hire, or on an annual basis.

Under the Minnesota Wage Disclosure Protection Law, employees have the right to tell any person the amount of their own wages. While the Minnesota Government Data Practices Act ([Minn. Stat. §13.43](#)), specifically lists an employee's actual gross salary and salary range as public personnel data, Minnesota law also requires wage disclosure protection rights and remedies to be included in employer personnel handbooks. To that end, and in accordance with [Minn. Stat. §181.172](#), employers may not:

- Require nondisclosure by an employee of his or her wages as a condition of employment.

- Require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages.
- Take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily.
- Retaliate against an employee for asserting rights or remedies under Minn. Stat. §181.172, subd. 3.

The City cannot retaliate against an employee for disclosing ~~his/her~~ their own wages. An employee's remedies under the Wage Disclosure Protection Law are to bring a civil action against the City and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5075 or (800) 342-5354.

Direct Deposit

As provided for in Minnesota law, all employees are required to participate in direct deposit. Employees shall be paid bi-weekly and when a pay day falls on a holiday, employees shall receive their pay the preceding work day. Employees are responsible for notifying human resources of any change in status, including changes in address, phone number, names of beneficiaries, marital status, etc.

Improper Deduction and Overpayment Policy

If an employee believes that an improper deduction or overpayment, or another type of error, has been made, he/she they should immediately contact their supervisor. If the City determines it has made an improper deduction from a paycheck, it will reimburse the employee for the improper amount deducted generally on the next pay period and take good faith measures to prevent improper deductions from being made in the future.

In cases of improper overpayments, employees are required to promptly repay the City in the amount of the overpayment. The employee can write a personal check or authorize a reduction in pay to cover the repayment. The City will not reduce an employee's pay without written authorization by the employee. Once the overpayment has been recovered in full, the employee's year to date earnings and taxes will be adjusted (so that the year's Form W-2 is correct) and the paying department will receive the corresponding credit. When an overpayment occurs, the repayment must be made within the same tax year.

In the exceptional situation where the overpayment occurs in one tax year and is not discovered until the next year, the overpayment must be repaid in the year it is discovered, but there will be additional steps and paperwork required. Any overpayments not repaid in full within the calendar year of the overpayment are considered "prior year overpayments" and the employee must repay not only for the net amount of the overpayment, but also the federal and state taxes the City has paid on their behalf. The City is able to recover the overpaid Social Security and Medicare taxes. Accordingly, the City will not require the employee to repay those taxes provided the employee provides a written statement that he/she they will not request a refund of the taxes. The overpayment amount will remain taxable in the year of the overpayment since the employee had access to the funds. The employee is not entitled to file an amended tax return for the year but

may be entitled to a deduction or credit with respect to the repayment in the year of repayment. Employees should contact their tax advisors for additional information.

Time Reporting

Full-time, non-exempt employees are expected to work the number of hours per week as established for their position. In most cases, this will be 40 hours per workweek. They will be paid according to the time reported on their time sheets. To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a bi-weekly basis. Each electronic timekeeping report must include the e-signature of both the employee and immediate supervisor. Each All time reported ing form must include the electronic timekeeping signature of both the employee and immediate supervisor (Employee submits timesheet, Supervisor approves timesheet). Reporting false information on a time sheet may be cause for immediate termination.

Overtime / Compensatory Time

The City of Willmar has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. The ~~city administrator~~ City Administrator will determine whether each employee is designated as “exempt” or “non-exempt” from earning overtime. In general, employees in executive, administrative, and professional job classes are exempt; all others are non-exempt.

Non-Exempt (Overtime-Eligible) Employees

All overtime-eligible employees will be compensated at the rate of time-and-one-half for all hours worked over 40 in one workweek. Vacation, sick leave, and paid holidays do not count toward “hours worked.” Compensation will take the form of either time-and-one-half pay or compensatory time. Compensatory time is paid ~~time off~~ at the rate of one-and-one-half hours ~~off~~ for each hour of overtime worked.

For most employees the workweek begins at midnight on Sunday and runs until the following Saturday night at 11:59 p.m. Supervisors may establish a different workweek based on the needs of the department, subject to the approval of the ~~city administrator~~ City Administrator.

The employee’s supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

Overtime earned will be paid at the rate of time-and-one-half on the next regularly scheduled payroll date, unless the employee indicates on ~~his/her~~ their timesheet that the overtime earned is to be recorded as compensatory time in lieu of payment.

The maximum compensatory time accumulation for any employee is 80 hours. Once an employee has earned 80 hours of compensatory time, no further compensatory time may accrue. All further overtime will be paid. Employees may request and use compensatory time off in the same manner as other leave requests.

All compensatory time will be marked as such on official time sheets, both when it is earned and when it is used. The Finance Department will maintain compensatory time records. All

compensatory time accrued will be paid when the employee leaves City employment at the hourly pay rate the employee is earning at that time.

All employees, in all departments, are required to work overtime as requested by their Director supervisors as a condition of continued employment. Refusal to work overtime may result in disciplinary action. Directors Supervisors will make reasonable efforts to balance the personal needs of their employees when assigning overtime work.

Exempt (Non-Overtime-Eligible) Employees

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their Directors Supervisor.

Generally, to meet these expectations, and for reasons of public accountability, an exempt employee will need to work 40 or more hours per week. Exempt employees do not receive extra pay for the hours worked over 40 in one workweek. See full [Exempt Employees Pay Policy](#) for more information.

PERFORMANCE REVIEWS

An objective performance review system will be established by the ~~city administrator~~ City Administrator or designee for the purpose of periodically evaluating the performance of City employees. The quality of an employee's past performance will be considered in personnel decisions such as promotions, transfers, demotions, terminations and, where applicable, salary adjustments.

Performance reviews will be discussed with the employee. While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable using the City's grievance process, other performance evaluation data, including subjective assessments, are not. For those parts of the performance evaluation system deemed not challengeable, an employee may submit a written response, which will be attached to the performance review. Performance reviews are to be scheduled on a regular basis, at least annually. The form, with all required signatures, will be retained as part of the employee's personnel file.

During the training/probationary period, informal performance meetings should occur frequently between the supervisor and the employee. Conducting these informal performance meetings provides both the supervisor and the employee the opportunity to discuss what is expected, what is going well and what needs improvement.

Signing of the performance review document by the employee acknowledges the review has been discussed with the supervisor and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing.

BENEFITS

Health, Long-Term Disability, Life Insurance

The City makes a competitive monthly contribution toward group health insurance benefits for each eligible employee and ~~his/her~~ their dependents. Employees are encouraged to look closely at this contribution as part of their overall compensation package with the City. In addition, the City provides long-term disability and group term life insurance with accidental death and dismemberment for all eligible employees.

For information about coverage, eligibility requirements, and voluntary (employee sponsored) benefits employees should refer to the summary plan description or contact the human resources department.

Retirement/PERA

The City participates in the Public Employees Retirement Association (PERA) to provide pension benefits for its eligible employees to help plan for a *successful and secure retirement*. Participation in PERA is mandatory for most employees, and contributions into PERA begin immediately. The City and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each pay check for Social Security and Medicare (the City matches the employee's Social Security and Medicare withholding for many employees). For information about PERA eligibility and contribution requirements, contact the human resources department.

Deferred Compensation

The State of Minnesota Deferred Compensation Program is a plan that allows employees to place a portion of their earnings through payroll deduction into a long-term investing plan intended for retirement. Employees may elect to make contributions pre- or post-tax or both.

The minimum election amount is \$10.00 per paycheck and the maximum allowed amount is set annually by the [IRS](#). Additional information on deferred compensation is available in the Human Resources Department.

Tuition Reimbursement

To be considered for tuition reimbursement, the employee must be in good standing and have been employed by the City for at least one year employed full-time. All requests for tuition reimbursement will be considered on a case-by-case basis by the ~~city administrator~~ City Administrator.

The City will reimburse up to 75% the cost of tuition upon successful completion (C grade or better; "pass" in a pass/fail course) of the approved course. Employees must reimburse the City if they voluntarily leave employment within twelve (12) months of receiving tuition reimbursement from the City. To apply, please complete a [Tuition Reimbursement Application](#) and see full [Tuition Reimbursement Policy](#) for additional information.

HOLIDAYS

The City observes the following official holidays for all regular full-time and part-time employees:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
<u>Juneteenth (Effective 8-1-2023)</u>	Christmas Day
Independence Day	

Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter.

When a holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for City operations/facilities that are closed on holidays.

Full-time employees will receive pay for official holidays at their normal straight time rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Part-time employees will receive prorated holiday pay based on the number of hours normally scheduled only if they would normally be scheduled to work on the day of the week designated as the holiday. Any employee on a leave of absence without pay from the City is not eligible for holiday pay.

Employees wanting to observe holidays other than those officially observed by the City may request either vacation leave or unpaid leave for such time off.

[Other suggestions regarding floating holidays are made in the LMC template, p.31 as follows:

To promote workplace inclusion efforts by recognizing employees' varied and religious and cultural backgrounds, some organizations are moving towards additional flexibility with wording such as:

"Employees wanting to observe holidays, traditions and observances other than those officially observed by the City, may request to trade out up to three holidays in the list above with 'personal holidays' to celebrate dates meaningful to the employee. Approval of these requests are dependent upon the employees' duties and the feasibility of the employee working on the official City holiday. The up to three floating holidays must be used as close as possible to the official observance by the employee but must be used within one week of the official date. Floating holidays require advance notice. Ideally, at least a month in advance, but at least two weeks ahead of the observance. Employees will not be eligible for premium pay when working any City observed holidays the employee has requested to exchange for personal holidays off from work."]

LEAVES OF ABSENCE

Depending upon an employee's situation, more than one form of leave may apply during the same period of time (e.g., the Family and Medical Leave Act is likely to apply during a workers'

compensation absence). An employee will need to meet the requirements of each form of leave separately. Leave requests will be evaluated on a case-by-case basis.

Except as otherwise stated, all paid time off, taken under any of the City's leave programs, must be taken consecutively, with no intervening unpaid leave. The City will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

Sick Leave

Sick leave is authorized absence from work with pay, granted to qualified full-time and part-time employees. Sick leave is a privilege, not a right.

Employees are to use this paid leave only when they are unable to work for medical reasons and under the conditions explained below. Sick leave does not accrue during an unpaid leave of absence.

- Full-time employees will accumulate sick leave at a rate of one (1) day per month.
- Part-time employees regularly scheduled to work at least 30 hours per week will accrue sick leave on a pro-rated basis of the full time employee schedule.
- Part-time employees regularly scheduled to work fewer than 30 hours per week will not earn or accrue sick leave.
- Temporary and seasonal employees will not earn or accrue sick leave.
- Sick leave may be used only for days when the employee would otherwise have been at work. It cannot be used for scheduled days off.

Sick leave may be used as follows:

- When an employee is unable to perform work duties due to illness or disability (including pregnancy).
- For medical, dental or other care provider appointments.
- When an employee has been exposed to a contagious disease of such a nature that ~~his/her~~ their presence at the work place could endanger the health of others.
- To care for the employee's injured or ill children, including stepchildren or foster children, for such reasonable periods as the employee's attendance with the child may be necessary.
- To take children, or other family members to a medical, dental or other care provider appointment.
- To care for an ill spouse, father, father-in-law, mother, mother-in-law, stepparent, grandparent, grandchild, sister or brother.

Pursuant to [Minn. Stat. §181.9413](#), eligible employees may use up to 160 hours of sick leave ~~any a 12-month period~~ per calendar year for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, stepparent, parent-in-law (mother-in-law and father-in-law), and grandchild (includes step-grandchild, biological, adopted, or foster grandchild).

Safety leave: Employees are authorized to use sick leave for reasonable absences for themselves or relatives (employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a relative, is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 160 hours in any 12-month period.

After accrued sick leave has been exhausted, vacation leave may be used upon approval of the ~~city administrator~~ City Administrator, to the extent the employee is entitled to such leave.

To be eligible for sick leave pay, the employee will:

- Communicate with ~~his/her~~ their immediate supervisor, as soon as possible before the scheduled start of the work day, for each and every day absent;
- Keep ~~his/her~~ their immediate supervisor informed of the status of the illness/injury or the condition of the ill family member;
- Submit a physician's statement upon request.

After an absence, a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Sick leave may be denied for any employee required to provide a doctor's statement until such a statement is provided.

The City has the right to obtain a second medical opinion to determine the validity of an employee's workers' compensation or sick leave claim, or to obtain information related to restrictions or an employee's ability to work. The City will arrange and pay for an appropriate medical evaluation when it is required by the City.

Any employee who makes a false claim for sick leave will be subject to discipline up to and including termination.

Employees must normally use sick leave prior to using paid vacation, or compensatory time and prior to an unpaid leave of absence during a medical leave.

Sick leave will normally not be approved after an employee gives notice that he or she will be terminating employment. Exceptions must be approved by the ~~city administrator~~ City Administrator.

Sick leave cannot be transferred from one employee to another except in the case of approved sick leave donations (see full [Sick Leave Donation Policy](#)). For employees with less than seven (7) years of continuous employment, earned sick leave has no cash value upon termination or retirement. For employees with seven (7) or more years of continuous employment, see full [Sick Leave Upon Separation Policy](#).

Media Relations Policy

All City employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be routed to the appropriate department or to the data practices authority.

Any employee who identifies a mistake in reporting should bring the error to the City Administrator or other appropriate staff. Regardless of whether the communication is in the employee's official City role or in a personal capacity, employees must comply with all laws related to trademark, copyright, software use, etc.

With the exception of routine events and basic information readily available to the public, all requests for interviews or information from the media are to be routed through the City Administrator. No City employee is authorized to speak on behalf of the City without prior authorization from the City Administrator or their designee. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, social media postings, and websites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the City Administrator of the request.
2. If the request is regarding information about City personnel, potential litigation, controversial issues, an opinion on a City matter, or if an employee is unsure if the request is a "routine" question, forward the request to the City Administrator. An example of an appropriate response would include be, "I'm sorry, I don't have the full information regarding that issue. Let me take some basic information and submit your request to the appropriate person, who will get back to you as soon as they can." Then ask the media representative's name, questions, deadline, and contact information.

All news releases concerning City personnel will be the responsibility of the City Administrator.

When/if the City Administrator authorizes a staff person to communicate on behalf of the City in interviews, publications, news releases, on social media sites, and related communications, employees must:

- Identify themselves as representing the City. Account names on social media sites must be clearly connected to the City and approved by the City Administrator.
- Be respectful, professional, and truthful when providing information. In most cases, only factual information (not opinions or editorial comments) should be provided: "The City finished street cleaning on 16 streets in the northwest corner of the City this past week" instead of "The City is doing a great job with street cleaning this year!" Corrections must be issued when needed.
- Generally not include personal opinions in official City statements. One exception is communications related to promoting a City service. For example, an employee could post the following on the City's Facebook page: "My family visited Hill Park this weekend and really enjoyed the new band shelter." Employees who have been approved

to use social media sites on behalf of the City should seek assistance from the City Administrator on this topic.

- Notify the City Administrator if they will be using their personal technology (cell phones, home computer, cameras, etc.) for City business. Employees should be aware that data transmitted or stored may be subject to the Minnesota Government Data Practices Act.

Conflict of Interest Policy

City employees are to remove themselves from situations in which they would have to take action or make a decision where that action or decision could be a perceived or actual conflict of interest or could result in a personal benefit for themselves or a family member. It shall be the responsibility of each employee to recognize when a conflict of interest exists and report the matter to the City Administrator. If an employee has any question about whether such a conflict exists, ~~he/she~~ they should consult with the City Administrator.

The following actions by an employee of the City shall be deemed a conflict of interest and subject to procedures regarding resolution of the conflicts below or disciplinary action as appropriate:

- Use or attempted use of the employee's position with the City to secure benefits, privileges, exemptions or advantages for the employee or the employee's immediate family or an organization with which the employee is associated which are different from those available to the general public;
- Acceptance of other employment or contractual relationship that will affect the employee's independence of judgment in the exercise of duties for the City;
- Failure to disclose a substantial financial interest, direct or indirect or by reason of ownership of stock in any corporation, in any contract with the City or in the sale of any land, material, supplies or services to the City or to a contractor supplying the City and refrain from participating in their capacity as a City employee in the making of such sale or in the making or performance of such contract;
- Actions as an agent or attorney in any action or matter pending before the City except in the proper discharge of duties required to be performed for the City or on the employee's behalf; and
- The solicitation of a financial agreement for the employee or entity other than the City when the City is currently engaged in the provision of the services which are the subject of the agreement or where the City has expressed an intention to engage in competition for the provision of the services; unless the City waives this clause.

Supervisors and Department Directors should be constantly aware of conflicts, potential conflicts, and the appearance of conflicts, and are responsible to ensure that all employees are made aware of this policy and are advised of its requirements. Questions of conflict of interest should be submitted immediately to the City Administrator.

If it is determined that a conflict of interest exists, the job duty must be assigned to another employee who does not have a conflict of interest if possible. If it is not possible to assign the matter to an employee who does not have a conflict of interest, interested persons shall be notified of the conflict and the employee may proceed with the assignment.

Personal Gain: No employee of the City shall use or attempt to use ~~his/her~~ their employment position to secure or accept benefits, privileges, exemptions or advantages for themselves, their immediate family, or an organization with which they are associated.

Self-Dealing: No employee of the City shall engage in any activity, become employed or affiliated for personal gain with any agency or organization which is or may become subject to the control, regulation, inspection, review, audit or enforcement authority of the City by that individual; nor may that individual approve or execute a purchase obligation on behalf of the City with any firm or organization with which they are affiliated.

Gifts: All employees are subject to and must comply with MN Statute 471.895 in regards to gifts. In the course of or in relation to their duties performed for the City, employees are prohibited from accepting or agreeing to accept from any interested person, the following: gifts, money, a gratuity, payment of expenses, a reward, real or personal property, a service, a favor, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment. Interested person refers to any person or representative of an association that has a direct financial interest in a decision that employee is authorized to make.

The following, however, may be accepted by employees in the course of or in relation to their duties performed for the City:

- A plaque or similar memento recognizing individual services in a field of specialty or to a charitable cause;
- Food, beverage, or a gift given at a reception, conference, or meal by an organization, if the attending employee received approval for their attendance at such event from the City in relation to their duties performed for the City; the City or attending employee paid fees for such event; and the food, beverage, or gift is given or offered to all other attendees; and
- Honoraria or expenses paid for papers, talks, demonstrations, or appearances made by employees on their own time for which they are not compensated by the City.
- Services of insignificant monetary value
- Any gift given because of your membership in a group, a majority of whose members are not local officials, and when an equivalent gift is given or offered to the other members of the group.
- A trinket or memento costing \$5 or less

No employee will be required or coerced to make a contribution for a gift or a favor for another employee. No City funds shall be used for any gift, card, or favor for an employee or employee's relative.

If an employee has any question about whether they can accept a gift, ~~he/she~~ they should consult with the City Administrator.

Solicitation: Solicitation by sales people offering merchandise not related to City business is prohibited during normal working hours. Soliciting by employees is discouraged and acceptance of offers is not mandatory for maintaining employment.

Endorsements: Employees are prohibited from recommending or endorsing a particular product, business, or organization to an individual who is not an employee of the City in the course of or in relation to their duties performed for the City.

Use of Confidential Information: No employee of the City shall use or allow the use of confidential information obtained in their normal employment capacity to further their own or other private interests, and shall not accept outside employment or involvement in a business or activity that will require use or disclosure of such information.

Use of City Property: No employee of the City shall use or allow the use of work time, supplies, equipment or other City property to further their own private interest or in any capacity not in the interests of the City.

Whistleblower Protections Policy

An employee of the City who, in good faith, reports an activity that ~~he/she~~ they considers to be illegal or dishonest to one or more of the parties may have whistleblower protections. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate City management officials are charged with these responsibilities.

Examples of illegal or dishonest activities include violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact ~~his/her~~ their immediate supervisor or Human Resources. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing may be subject to discipline up to and including termination.

It is the City's legal responsibility to protect employees who make a complaint of employment discrimination, who serve as a witness or participate in an investigation, or who are exercising their rights when requesting religious or disability accommodation from retaliation.

Whistleblower protections are provided in two important areas – confidentiality and against retaliation; insofar as consistent with Minnesota Data Practices, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The City will not retaliate against a whistleblower. This includes but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes ~~he/she is~~ they are being retaliated against must contact Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing.

Criminal History Background Check Policy for Employment

PURPOSE

The purpose of this policy is to provide guidance to the City's police department when accessing Minnesota's criminal history information database for purposes of employment and licensing background checks under Minn. Stat. § 299C.72.

APPLICANTS FOR EMPLOYMENT

Consistent with the provisions of Minn. Stat. § 299C.72, the Willmar Police Department will conduct a criminal history background investigation on all applicants for regular part-time or full-time employees positions of within the City of Willmar and other volunteer positions that work with children or vulnerable adults, unless the City's hiring authority concludes that a background ~~investigation~~ check is not ~~needed~~ necessary.

In conducting the criminal history background investigation in order to screen employment applicants, the Police Department is authorized to access data maintained in the Minnesota Bureau of Criminal Apprehension's criminal history information data base in accordance with Minn. Stat. §299C.72. ~~Any data that is accessed and acquired shall be maintained at the Police Department under the care and custody of the chief law enforcement official or his or her designee. A summary of the~~ During the hiring process, the results of the criminal history data may be released by the police department to the hiring authority including the City Council, the City Administrator or other staff Human Resources staff results of the criminal history data may be released by the Police Department to the hiring authority, including the City Council, the City Administrator, or other city staff involved in the hiring process. For firefighter background checks, the results must be returned directly to the fire chief for review per Minn. Stat. § 299F.035, Subd. 2(b).

Before the investigation is undertaken, the applicant must authorize the Police Department by written consent to undertake the investigation. The written consent must fully comply with the provisions of Minn. Stat. Ch. 13 regarding the collection, maintenance, and use of the information. Except for the positions set forth in Minn. Stat. § 364.09, the City will not reject an applicant for employment on the basis of the applicant's prior conviction unless the crime is directly related to the position of employment sought and the conviction is for a felony, gross misdemeanor, or misdemeanor. If the City rejects the applicant's request on this basis, the City shall notify the applicant in writing of the following:

- A. The grounds and reasons for the denial.
- B. The applicant complaint and grievance procedure set forth in Minn. Stat. § 364.06.
- C. The earliest date the applicant may reapply for employment [(felony convictions within the past 7 years, and misdemeanors within the past 2 years that are directly related to the position applied for will normally exclude an applicant from being hired).]
- D. That all competent evidence of rehabilitation will be considered upon reapplication.

Exempt Employees Pay Policy

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors.

Generally, to meet these expectations, and for reasons of public accountability, an exempt employee will need to work 40 or more hours per week. Exempt employees do not receive extra pay for the hours worked over 40 in one workweek.

Exempt employees are paid on a salary basis. This means they receive a predetermined amount of pay each pay period and are not paid by the hour. Their pay does not vary based on the quality or quantity of work performed, and they receive their full weekly salary for any week in which any work is performed.

The City of Willmar will only make deductions from the weekly salary of an exempt employee in the following situations:

- The employee is in a position that does not earn vacation or personal leave and is absent for a day or more for personal reasons other than sickness or accident.
- To offset compensation received for military pay. If an employee works part of the week in military service, the City still must pay the entire week salary to the employee, but the City could offset the amount of the military pay for the week against the employee's salary.
- The employee is in a position that earns sick leave, receives a short-term disability benefit or workers' compensation wage loss benefits, and is absent for a full day due to sickness or disability, but ~~he/she is~~ they are either not yet qualified to use the paid leave or ~~he/she has~~ they have exhausted all of ~~his/her~~ their paid leave.
- The employee is absent for a full workweek and, for whatever reason, the absence is not charged to paid leave (for example, a situation where the employee has exhausted all of ~~his/her~~ their paid leave or a situation where the employee does not earn paid leave).
- The very first workweek or the very last workweek of employment with the City in which the employee does not work a full week. In this case, the City will prorate the employee's salary based on the time actually worked.
- The employee is in a position that earns paid leave and is absent for a partial day due to personal reasons, illness, or injury, but:
 - Paid leave has not been requested or has been denied.
 - Paid leave is exhausted.
 - The employee has specifically requested unpaid leave.
- The employee is suspended without pay for a full day or more for disciplinary reasons for violations of any written policy that is applied to all employees.
- The employee takes unpaid leave under the FMLA when sick leave and vacation leave banks are exhausted.
- The City of Willmar may for budgetary reasons implement a voluntary or involuntary unpaid leave program and, under this program, make deductions from the weekly salary of an exempt employee. In this case, the employee will be treated as non-exempt for any workweek in which the budget-related deductions are made.

The City of Willmar will not make deductions from pay due to exempt employees being absent for jury duty or attendance as a witness but will require the employee to pay back to the City any amounts received by the employee as jury fees or witness fees.

If the City inadvertently makes an improper deduction to the weekly salary of an exempt employee, the City will reimburse the employee and make appropriate changes to comply in the future.

Exempt employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. Exempt employees are allowed reasonable freedom in their hours and their schedule shall be such as to best supervise their employees or as directed by the City Administrator.

Exempt employees are required to use paid leave when on personal business or away from the office for four (4) hours or more, on a given day. Absences of less than four (4) hours do not require use of paid leave as it is presumed that the staff member regularly puts in work hours above and beyond the normal forty (40) hour workweek. Exempt employees must communicate their absence to the City Administrator or ~~his/her~~ their designee.

If one of the above employees is regularly absent from work under this policy and it is found that there is excessive time away from work that is not justified, the situation will be handled as a performance issue.

If it appears that less than forty (40) hours per week is needed to fulfill the position's responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the City. Additional notification and approval requirements may be adopted by the City Administrator for specific situations as determined necessary.

Exempt Employees receive two (2) personal days each year. Personal leave days accruing on an annual basis shall be prorated for new hires on an hourly basis per hours remaining in the calendar year. Personal leave days shall be available for immediate use and may be used in full as soon as a new year begins. ~~The City Clerk, Accounting Coordinator, and Police Department Administrative Assistant shall also receive two (2) personal days each year subject to the same requirements, even though they are non-exempt employees.~~

Personal leave days may be used in hourly increments but may not be carried over into a new calendar year. In no event shall an employee receive severance pay for unused personal leave days when an employee's services are terminated.

Employees may be eligible for a vehicle and/or phone allowance (if they are not assigned a City-owned phone or vehicle) ~~depending on what is negotiated upon hire.~~

Tuition Reimbursement Policy

Purpose

The purpose of this policy is to encourage employees to take academic courses on a voluntary basis to keep pace with the demands of their current job through tuition reimbursement. Since limited funding is available for this program and it relies on employee initiative, reimbursement will be extended on a first-come, first-serve basis. While this program is geared towards helping employees improve performance on the current job, long term career development is a responsibility of the employee.

This program does not apply to seminars or other training activities that the City requires the employee to attend.

Definitions

“Formal educational training” means academic courses offered by accredited institutions including vocational schools, colleges, universities and correspondence courses.

“Job related” means having a direct effect on the knowledge, skills and abilities needed to keep pace with the performance requirements of the present job or job within a reasonable promotional opportunity in the same field of work.

“Satisfactory completion of a course” means the following:

- A. In courses issuing a letter grade: a “C” or above is required.
- B. In courses issuing a numerical grade: a “70 percentile or above” is required.
- C. In courses using a Pass/No Pass system: a “P” grade is required.
- D. In courses where grades are not issued, a certificate from the instructor indicating satisfactory participation is required.

Eligibility requirements:

1. Only full-time City employees will be eligible for tuition reimbursement. To qualify for reimbursement, the employee must complete all course requirements while still employed by the City. After an employee has received tuition reimbursement, they must remain in City employment for a period of one year following the completion of the course, or pay back the City’s portion of the tuition.
2. Participation is on a voluntary basis, i.e. with all course work being completed outside normal working hours. However, in certain circumstances, a Department ~~Head~~ Director may allow an employee to attend class during normal working hours. However, in such cases the City will not reimburse the employee for those hours of the normal working day during which ~~he/she is~~ they are engaged in class-related activities. Employees will be expected to use vacation, comp. time or leave without pay in these circumstances.
3. Proposed course work must be job related.

Financial reimbursement:

1. The City will reimburse the student 75 percent of the approved course tuition and required books, but does not reimburse student fees, materials, registration, studying or counseling.
2. Expenses for which the employee could be compensated through other educational incentive programs, i.e. the GI Bill will not be covered.
3. Financial reimbursement will only be granted after the employee has:
 - A. Completed the application for tuition reimbursement.
 - B. Secured the Department Head's Director's recommendation.
 - C. Secured the approval of the City Administrator.
 - D. Demonstrated proof of tuition payment.
 - E. Demonstrated proof of satisfactory course completion.

Procedure

- A. Prior to enrolling in a course, the employee must complete a Tuition Reimbursement Application and submit it for Department Head Director recommendation.
 1. The Department Head Director will review the application and submit the form to the City Administrator, including ~~his/her~~ their recommendation.
 2. The City Administrator shall determine whether the employee will be reimbursed for the course.
 3. The City Administrator will notify the Department Head-Director after final decision on reimbursement has been made.
 4. The Department Head Director will notify the employee of the decision.
- B. The employee must pay the initial costs of tuition.
- C. Upon completion of all necessary course work, the employee shall submit proof of the tuition payment and satisfactory course completion to the City Administrator.
 1. Proof of tuition payment may be in the form of a canceled personal check or a paid receipt from the educational institution.
 2. Satisfactory course completion must be verified by submitting an official grade transcript, report or a certificate of satisfactory completion from the educational institution. If the Employee does not complete the course satisfactorily, ~~he/she is~~ they are not eligible for reimbursement.
- D. The City will reimburse the employee for 75 percent of the tuition cost.

Tuition Reimbursement Application

The undersigned hereby applies for tuition reimbursement and requests approval of participation in the educational training course(s) listed below. It is agreed that the City's reimbursement of the costs for such training will be conditioned upon employee compliance with the provisions of the Tuition Reimbursement Policy.

Course Name(s)	Start Date	End Date	Book(s) Cost	Tuition Cost

Total Cost: _____

Name of University/Institution: _____

Course to be taken: ☐ Online ☐ In-person

If course(s) will take place during regular work schedule please include the days and times you would need to be absent from work: _____

Job Relatedness

Course Objectives:

How course objectives enhance knowledge, skill and ability of the job:

Signatures Requestor: _____
Department Director Recommendation: _____
Request Approval (Administrator): _____

After Course Completion

Course Name(s)	Grade Received	Reimbursable Amount (75%)

Administrator Approval: _____

Sick Leave Donation Policy

With the express written approval of the City Administrator, City employees having accrued sick leave will be allowed to donate a portion of such accrued sick leave to fellow employees experiencing a major life threatening disease or a health condition suffered by the employee, spouse, children or stepchildren of either husband or wife or stepparents, and a member of the employee's immediate household.

The donation of sick leave from one employee to another shall be subject to the following terms and conditions:

1. An Employee will be eligible to receive donated sick leave only after all accumulated sick leave, vacation leave, and compensatory time have been used by the employee. The donating employee may pledge sick leave hours before the receiving employee exhausts all of their paid leave. Then once (or if) the receiving employee has exhausted all paid leave, all of the hours will be added to their sick bank. If the receiving employee does not exhaust all of their paid leave within the calendar year, the pledged sick hours will revert back to the donor.
2. No employee will be allowed to receive more than (40) days of donated sick leave for any single major life-threatening disease or condition without the express written approval of the City Administrator.
3. An employee may donate leave only if the donor will have a remaining balance of at least forty (40) hours of sick leave after donation.
4. An employee may donate no more than forty (40) hours per calendar year to a single fellow employee. This shall not be construed to prohibit donating forty (40) hours per year to another fellow employee.
5. A written request to donate sick leave must be made to the City Administrator on forms designated by the City for this purpose.
6. The City Administrator shall have the right to deny use of donated sick leave or limit its use as shall be determined in the best interests of the City of Willmar.

Sick Leave Upon Separation Policy

Employees with seven (7) or more years of continuous service, leaving the City in good standing and providing advance notice will receive a percentage of their sick leave balance as compensation (applicable taxes will be withheld). Non-exempt employees must provide at least a two weeks' notice and exempt employees must provide at least a four weeks' notice prior to their last day of work to receive a cash out of their accumulated sick time. ~~Employees have the option of receiving a one time lump sum payment, three (3) lump sum payments over three (3) calendar years, contributing funds to their Health Savings Account, or directing those dollars into a 457 deferred compensation plan (subject to IRS maximum deferral regulations and Minnesota law).~~

Employees with seven (7) or more years of ~~consecutive~~ continuous service with the City will receive ~~shall be granted~~, upon termination of employment with the City, the cash value of the accumulated total sick leave; computed at last current salary at time of severance, in accordance with the following schedule: seven (7) years, seventy (70%) percent; eight (8) years, eighty (80%) percent; nine (9) years, ninety (90%) percent; ten (10) years, one hundred (100%) percent.

In the event an Employee with at least seven (7) years continuous service dies while so employed, their heirs as designated under the PERA plan shall be entitled to an amount equal to the percent of accrued sick leave benefits that said Employee would have earned under the termination clause (payable at the time of Employee's death). Termination and/or death benefits shall be limited to nine hundred (900) ~~840~~ hours.

Sick Leave Hours and Retirement

1. The payout of sick leave specified above shall be placed in the Employee's Post-Retirement Health Care Savings Plan (HCSP) in accordance with all IRS regulations.
2. This payment shall be made within 45 days following the approval of the HCSP plan by MSRS or within 45 days of the Employee's separation date, whichever is later. If an Employee dies before any or all of the applicable payment is paid into the HCSP, the money will not be placed into the HCSP. In this event, the payment shall be paid to the separating Employee's heirs.
3. All Employees shall participate in the HCSP, unless they apply for and are approved by MSRS under a qualified exemption.
4. Employees can draw from their HCSP account in accordance with state law. Any description of the benefits is intended to be informational only. The management of contributed funds into the HCSP is the responsibility of the Employee and/or the investment option provider selected by the Employee. The City's only obligation is to deposit eligible sick leave/severance payment. The City has no other responsibility or obligation and no other claims can or shall be made against the City.

(See Contracts for variation by Union)

Notice and Summary of Right to Review Personnel Records

Employees have a right under Minnesota ~~law~~ Statutes Section 181.961 to review their personnel file once every six months while employed with the City. The request must be made in writing to the HR Department.

Within seven working days of receiving the request, the City will make available either the original file or an accurate copy of it. Employees will have access to the file during normal operating hours either at their job site or a nearby location. The City may require that this review take place in the presence of a company representative. After the Employee has had an opportunity to review the file, a written request may be made for a copy of the record. A copy will be provided at no cost to the employee.

After separation from employment (for whatever reason), Employees may review their personnel file once annually for as long as the City maintains the record.

If an employee, after reviewing their file, disputes specific information contained in the record, the City may agree to remove or revise the disputed information. If no agreement is reached, the employee may submit a written statement of no more than five pages explaining their dispute. The statement will be included in the file, along with the disputed information, for as long as the City maintains the record.

The City will not retaliate against any employee for asserting their rights under the Minnesota Personnel Records Statute. ~~The full text of this statute, which sets forth all available rights and remedies, can be found online at: www.revisor.mn.gov.~~



City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	9.B.
Agenda Section:	Regular Business	Originating Department:	Wastewater
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Gary Manzer, Public Works Director
Item:	Eagle Lake Sanitary Sewer Lift Station Professional Services Agreement		

RECOMMENDED ACTION:

Adopt the resolution approving the professional services agreement with Bolton and Menk, Inc. for design and construction related services for the replacement of Eagle Lake Lift Stations No. 7 and 8, and repairs to No. 9 in the amount of \$243,800.

OVERVIEW:

Staff is requesting professional services from Bolton and Menk, Inc. for engineering and construction related services for the replacement of Eagle Lake Lift Stations No. 7 and 8, and repairs to Eagle Lake Lift Station No. 9.

Eagle Lake Lift Station No. 7, located near Highway 71/23 North, was constructed in 1975 and has reached its useful life. It has become undersized due to the growth in the area and has become problematic during rain storms. The location of the lift station poses a concern as it is vulnerable to traffic.

Eagle Lake Lift Station No. 8, located on 47th Ave NE adjacent to a residential driveway, was constructed in 1975 and has also reached its useful life. The lift station has become undersized for the capacity required and also is problematic during rain storms. Neither of the lift stations have exterior lighting and it poses a hazard to staff when doing repairs at night.

Eagle Lake Lift Station No. 9 is in need of a new control panel and minor site work for accessibility and drainage.

BUDGETARY/FISCAL ISSUES:

The 2023 CIP includes \$1,200,000 for the design and construction of Lift Station No. 7 and \$950,000 for the design and construction of Lift Station No. 8. The repairs to Lift Station No. 9 will be funded by the Wastewater operating budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Accept Bid Engineering Services Eagle Lake Lift Stations
2. Proposal City of Willmar ELSSD LS 7 8 9

Resolution No._____

**A RESOLUTION AWARDING THE ENGINEERING PROFESSIONAL SERVICES: EAGLE LAKE LIFT STATIONS NO. 7, 8
& 9 TO BOLTON AND MENK, INC. IN THE AMOUNT OF \$243,800.**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Bolton and Menk, Inc. of Willmar, MN for the professional services of the replacement of Eagle Lake Lift Stations No. 7 & 8, and the repair of Eagle Lake Lift Station No. 9 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 \$243,800.

Dated this 20th day of March, 2023

Mayor

Attest:

City Clerk



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

March 14, 2023

Mr. Jason Lindahl, Superintendent
City of Willmar
Waste Water Treatment Facility
3000 75th Street SW
Willmar, MN 56201

RE: Eagle Lake Lift Stations 7, 8, & 9
Design Proposal

Dear Mr. Lindahl:

The City of Willmar is ready to initiate the Eagle Lake Lift Stations Project per the capital improvements schedule. We offer our expertise and knowledge needed to successfully plan, design, and manage the project on behalf of the City. The following attributes further exemplify why you have chosen us for this work:

Local Expertise – The City of Willmar wants a teammate who is familiar with City processes, expectations, and standards for plans and specifications. For more than 20 years, Bolton & Menk has been working in and with the City of Willmar. Our team for this project has the best experience and expertise for this City project.

Continuity – City staff and our project team have the history, knowledge, and affiliation on this project due to our successful completion with other similar projects: Westwood Court Lift Station, Country Club Drive Lift Station, Gorton Avenue Lift Station, Fairgrounds Lift Station, Armory Lift Station, and TH 12 Lift Station Elimination. Our experience and working relationship with the City have resulted in many successful projects together.

Thank you for the opportunity to submit this proposal and continue our working relationship. We are excited at the opportunity to complete another Lift Station Design Project. Please contact me at 320-905-3520 or joshua.halvorson@bolton-menk.com if you have any questions regarding our proposal.

Respectfully Submitted,

Bolton & Menk, Inc.

Joshua Halvorson, P.E.
Principal Engineer

Cc: Tom Templer – WWTF Foreman
Jared Voge, P.E. – City Engineer

PROJECT UNDERSTANDING

The project includes the complete replacement of the existing ELSSD Lift Stations 7 and 8. A new control panel with minor site work for accessibility and drainage will be completed at Lift Station 9. These lift stations were constructed in 1975 and are experiencing functional problems related to their operations and service components. Lift Stations 7 & 8 need to be relocated from their current locations due to their susceptibility to adjacent traffic and resident properties. These stations are also experiencing problems during rainfall events and are undersized for the current sewer service areas.

The scope of work includes design services through bidding of the project. Our proposed scope of work is based on our familiarity of the projects, the local area, and our experience working with the City of Willmar. The proposed project will be clearly communicated to all stakeholders and engineered collaboratively among all interested parties.

SCOPE OF WORK

The Scope of Work can be summarized of the following:

1. PRELIMINARY DESIGN

- a. Survey Services
 - i. Topographical data based on NAD 83 horizontal and NAD 88 vertical datum will be collected to identify existing improvements, property lines, and easement locations adjacent to the project area. The location and elevation of all existing sanitary manholes & forcemain. In addition, the locations of private utilities consisting of phone, cable, electrical, gas, etc. will be determined. A Gopher State One Call ticket will be generated for the project. Bolton & Menk will request all available as-built drawings for the project area. Prior to obtaining topographic information along the project route, Bolton & Menk will work with City staff to inform property owners of the survey being completed.
- b. Evaluate the Service Area
 - i. Bolton & Menk will review reference documents regarding the 2006 Comprehensive Collection System Plan prepared to determine the appropriate lift station and pipe sizing. These studies will be used as a framework for additional analysis. In addition, the City's/County's Comprehensive plan, future land use, and zoning maps will be used to determine anticipated land uses and the corresponding wastewater flows associated with those uses.
- c. Lift Station Technology
 - i. Bolton & Menk will meet with city staff and wastewater operators to discuss current and emerging lift station technologies, structure types, pumps, equipment, or maintenance equipment to ensure that the lift stations operate as efficiently and cost effectively as possible upon construction.
- d. Availability of Space and Relocation
 - i. Bolton & Menk will evaluate the potential relocations of the lift stations considering both construction and long-term impacts due to existing City and private utilities. Relocation of the lift station which is contingent on availability of road right-of-way, adjacent property owner cooperation, and three-phase power. We will determine the temporary or permanent easements required or property need for purchase on the project. Bolton & Menk will provide the City with easement exhibits and legal descriptions for use in acquiring the necessary easements, should the City elect to pursue a lift station location outside of

existing roadway right-of-ways or easements. Prior to providing the required documents, Bolton & Menk will coordinate, and if necessary, negotiate the easements or property purchase with the appropriate property owners.

- e. 30% Design Plans
 - i. Bolton & Menk will prepare 30% design plans and corresponding cost estimates for the project. The plans and cost estimates will be based on the survey data, analysis of service area, design flows, geotechnical investigations, lift station technologies, and availability of space. The 30% plans will include preliminary elevations and layout for the lift stations. The 30% plans will be reviewed with city staff at a workshop. Comments received will be documented and incorporated into the design.

2. DESIGN PHASE

- a. 90% Project Documents
 - i. Based on the comments received from the City during the 30% design workshop, 90% plans will be prepared for the project. The 90% plans will include a title sheet, details, tables, SWPPP, plan and profile, and lift station sheets. In addition, we will work with InControl to provide, lift station control panel drawings, bill of materials per City of Willmar standards for lift station controls, and instrumentation, including starters or variable frequency drives will be incorporated into the plans and specifications. InControl will make all necessary changes to license requirements for the Radio Network, programming of the Network switches, changes required at the Wastewater Treatment Plant SCADA hardware and software. Based on the 90% plans, the 30% cost estimate will be updated and presented to the City at a workshop. In addition, a draft of the technical specifications and project manual will be presented to the City for review. The comments received at the workshop will be documented and incorporated into the plans and specifications.
- b. Bidding Documents and Cost Estimate
 - i. Following review of the plans and project manual by the city, bidding documents incorporating comments from the city and other reviewing agencies will be completed. A construction cost estimate will be provided based on the bidding documents.
- c. Permits and Approvals
 - i. All regulatory permits will be prepared and submitted to the appropriate agencies. Bolton & Menk will work with the City Finance Director to obtain the necessary permit fees and will submit the permit applications.

3. BIDDING

- a. Advertisement for Bids
 - i. Bolton & Menk will prepare the project Advertisement for Bids. Bolton & Menk will work closely with City staff to develop the advertisement and bid opening dates to ensure they fit with committee and council schedules. Bolton & Menk has successfully prepared and coordinated Advertisements for Bids with City staff on previous projects. Due to the cost of the project, the advertisement will continue for a minimum of 21 days and published in the West Central Tribune for two issues of the newspaper. In addition, the advertisement will also be placed on QuestCDN and Bolton & Menk's website.
- b. Distribute Bidding Documents

- i. Bolton & Menk will distribute bidding documents through QuestCDN. A QuestCDN project number will be obtained, included in the advertisement for bids, and all contract documents will be available for download by contractors and suppliers via QuestCDN. In addition, Bolton & Menk will provide contractors and suppliers who request hard copies of the documents those documents via UPS for a nominal fee. Bolton & Menk will maintain a plan holders list for the project, complete with contact information.
- c. Prepare Addenda
 - i. Based on questions received from contractors and suppliers during the advertisement process, Bolton & Menk will prepare all addenda necessary for the project. Addenda will be distributed via Quest CDN and via fax to any manual plan holders.
- d. Bid Opening
 - i. Bolton & Menk will conduct the project bid opening at city hall. Prior to the bid opening, a bid tabulation identifying all anticipated bidders will be prepared so the bid amounts, when read, can be recorded. Following the evaluation of the bids, a bid abstract will be prepared and include unit prices and extensions for each bid item submitted by each bidder. The abstract will be completed in Excel format and provided to the city. After the abstract has been prepared, Bolton & Menk will provide a recommendation letter to the city regarding the award of a contract. The bid analyzing process will include communication with the low bidder regarding previous similar project experience, verification of all contract requirements, reference checks, and debarment verification. The bid abstract and recommendation letter is expected to be provided to the city within two days following bid opening. Following the award of a contract by the city council, Bolton & Menk will issue a notice of award to the contractor.
- e. Contract Documents
 - i. Following the award of the contract by the city council, Bolton & Menk will prepare contract documents, obtain all insurance and bonding requirements from the contractor, verify all required information has been provided by the contractor, and prepare documents for the city to issue a Notice to Proceed.

ASSUMPTIONS

This proposal is based upon the following assumptions:

- A. Any geotechnical investigation services will not be provided by BMI.
- B. Instrumentation and Control of the Lift Stations will be provided by In Control, Inc. and are not included in this proposal.
- C. Reimbursable fees related to the project are the responsibility of the Owner.

PRELIMINARY SCHEDULE

Bolton & Menk, Inc. will initiate the scope of services immediately following execution of this proposal. Our proposed schedule for completing the major tasks outlined within this proposal is as follows:

- | | |
|-----------------------|----------------|
| 1. Preliminary Design | July 2023 |
| 2. Design Phase | September 2023 |
| 3. Bidding | October 2023 |

This schedule will be adjusted as necessary since the tasks, including permitting and approvals, affect the completion of subsequent project tasks. The Owner will be made aware of any deviations from this schedule, which affect or jeopardize the timely completion of the project.

Name: ELSSD Lift Stations 7, 8, & 9

Date: March 14, 2023

COST

Bolton & Menk, Inc. understands the importance of delivering a project on time and within budget. We closely monitor our time, budget, and our staff efficiency to provide value and savings to our clients. Based on our experience working with the City of Willmar, and with similar projects, we are confident in the level of effort required to deliver a successful project and have provided estimated costs associated below:

TASK	ESTIMATED COST
Task 1 – Preliminary Design	\$124,100
Task 2 – Design Phase	\$110,400
Task 3 – Bidding	\$9,300
TOTAL ESTIMATED COSTS	\$243,800

We propose an hourly Not To Exceed contract. We bill monthly based on hourly fees for each individual performing work on the project up to a total NOT TO EXCEED fee of \$243,800. We only bill for hours of work completed on the project. If the project requires less time, then we will only bill for the hours required. We will obtain your approval prior to proceeding with additional work outside our scope of services.

Because we understand the proposed scope of work is dynamic and subject to modification, our scope of services and estimated fee is open to further negotiation. We do not charge separately for typical expenses associated with operating a professional business. The fees identified above include vehicle and personnel expenses, mileage, telephone, and routine expendable supplies; and no separate charges will be made for these items.

If everything appears acceptable upon your review of this proposal and you would like us to proceed, please sign and return a copy of this page. We appreciated the opportunity to work with you.

Thank you!



City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	9.C.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Consider Site Location for City Hall and Community Center		

RECOMMENDED ACTION:

Motion to approve site location for a combined City Hall and Community Center.

Other Considerations:

Motion to continue working with BKV Group for architectural schematic design, development design, construction documents and bid award and contract execution.

OVERVIEW:

During a Council Work Session held on Tuesday, March 14, the Willmar City Council heard updated proposals on City Hall and Community Center site options from Willmar Ten and the City's Architect, BKV Group. Council requested that both proposals be brought to the regular City Council meeting for site consideration.

Willmar Ten presented the option for the City Council to renovate and purchase the JC Penny Building located in the Willmar Uptown Mall.

BKV Group, who was previously tasked by the Council during a prior work session to come back with more options, presented a standalone City Hall located at the existing City Auditorium and City Hall buildings as well as a new combined use option located at the current Community Center site.

Included in the Council packet are proposals from both groups focusing on the sites selected during the work session.

BUDGETARY/FISCAL ISSUES:

Attached

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Updated 3.17.2023 Willmar Schedule
2. Updated 3.17.2023_Willmar Study Estimate

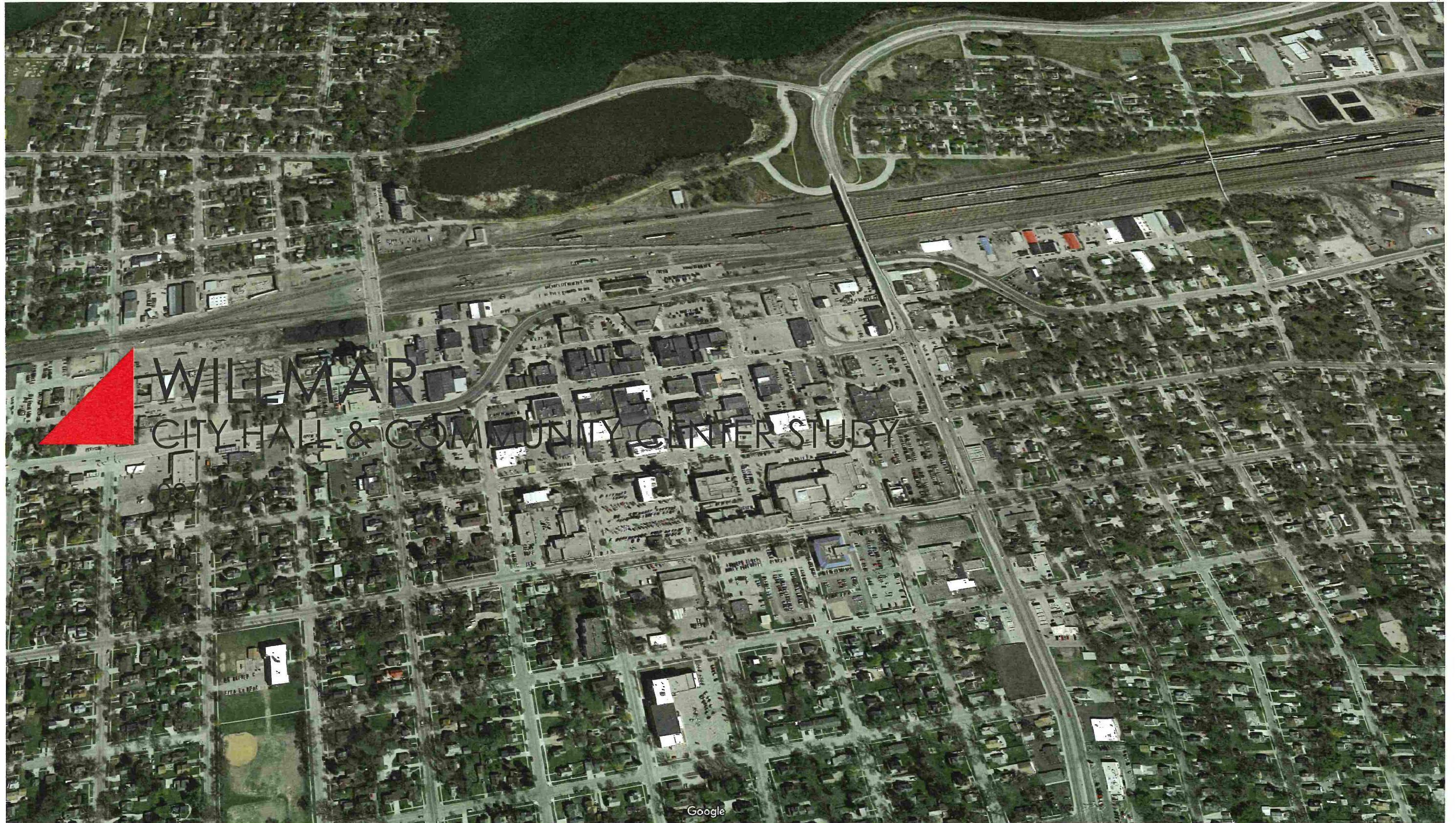
3. CH_CC_Site_BKVGroup
4. City Hall and Community Center Planning 3.12.2023
5. CH_CC_Site_WillmarTen



Task Name	Start	Finish	2023												2024												2025							
			Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
State Funding Request	Wed 3/15/23	Fri 5/12/23																																
City Council Approves Project to Proceed	Tue 3/21/23	Tue 3/21/23		◆ 3/21																														
Schematic Design Phase	Mon 4/3/23	Fri 6/30/23																																
City Council Workshop	Tue 7/11/23	Tue 7/11/23							◆ 7/11																									
Design Development Phase	Wed 7/12/23	Fri 9/29/23																																
City Council Workshop	Tue 10/3/23	Tue 10/3/23											◆ 10/3																					
Construction Document Phase	Wed 10/4/23	Fri 1/19/24																																
City Council - Update	Tue 1/23/24	Tue 1/23/24														◆ 1/23																		
Bidding & Award Phase	Mon 1/29/24	Fri 3/22/24																																
City Council Approval of Bids	Tue 4/2/24	Tue 4/2/24																◆ 4/2																
Bid Award & Contract Execution	Mon 4/8/24	Fri 4/19/24																																
Construction Phase	Mon 4/29/24	Fri 8/1/25																																

Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
Split		External Tasks		Manual Task		Start-only		Progress	
Milestone		External Milestone		Duration-only		Finish-only		Deadline	
Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

Combined Community Center & City Hall		Low	High
Site Development		\$19,710,000	\$22,140,000
		<u>\$1,400,000</u>	<u>\$1,600,000</u>
	Sub-Total Site Development	\$21,110,000	\$23,740,000
Design & Construction Contingency		<u>\$1,899,900</u>	<u>\$2,136,600</u>
	Sub-Total with Design & Construction Contengency	\$23,009,900	\$25,876,600
Inflation to 2024 Construction		<u>\$1,610,693</u>	<u>\$1,811,362</u>
	Estimated Consturction Total	\$24,620,593	\$27,687,962
Soft Cost (appliances, furniture, professioanl fees, etc.)		<u>\$4,431,707</u>	<u>\$4,983,833</u>
	Estimated Total Project Cost	\$29,052,300	\$32,671,795



WILLMAR CITY HALL & COMMUNITY CENTER STUDY

Google

POTENTIAL SITES



GUIDING PRINCIPLES

COMMUNITY CENTER:

- COMMUNITY ACCESSIBILITY
- ACTIVE OPEN SPACE TO ADD TO THE COMMUNITY CENTER
- CLOSE PROXIMITY TO NEIGHBORHOODS
- ADEQUATE PARKING
- WALKABLE FOR CHILDREN WITH NO MAJOR ROAD CROSSINGS
- IDENTITY ARCHITECTURE, COMMUNITY PROMINENCE

CITY HALL:

- ADEQUATE AND APPROPRIATE SPACE FOR CITY OPERATIONS
- ADEQUATE PARKING FOR STAFF AND FLEET
- ADEQUATE PARKING FOR COUNCIL MEETINGS, PUBLIC HEARINGS, ETC
- BUILDING APPROPRIATELY REPRESENTS THE QUALITY AND CHARACTER OF WILMAR
- DOWNTOWN LOCATION IS IDEAL
- INCORPORATE DESIGN STANDARDS BEING USED IN COMMUNITY PARKS TO CREATE A COMMON LANGUAGE

COMMUNITY CENTER

A - GESCH PARK B - LINCOLN PARK C - LAKELAND ELEMENTARY

CITY HALL

D - BLOCK 50 E - HARDWARE HANK

COMBINED

D - BLOCK 50 F - ROBBINS ISLAND

F.1 - ROBBINS ISLAND REGIONAL PARK - CITY HALL & COMMUNITY CENTER



1 SITE PLAN - CITY HALL & COMMUNITY CENTER - ROBBINS ISLAND LEVEL 1
NOTES: 1" = 60'-0"



SITE PRINCIPLES - COMMUNITY CENTER

- ✓ COMMUNITY ACCESSIBILITY
- ✓ ACTIVE OPEN SPACE ONSITE OR NEARBY
- ✗ NEIGHBORHOOD PROXIMITY
- ✓ ADEQUATE PARKING
- ✗ WALKABLE LOCATION
- ✓ DESIGN REPRESENTS COMMUNITY CHARACTER
- ✓ SITE DEVELOPMENT IMPACTS

SITE PRINCIPLES - CITY HALL

- ✓ ADEQUATE SPACE FOR OPERATIONS
- ✓ ADEQUATE PARKING FOR STAFF
- ✓ ADEQUATE PARKING FOR PUBLIC
- ✓ DESIGN REPRESENTS COMMUNITY CHARACTER
- ✗ DOWNTOWN LOCATION
- ✓ INCORPORATE COMMUNITY DESIGN STANDARDS
- ✗ SITE DEVELOPMENT IMPACTS

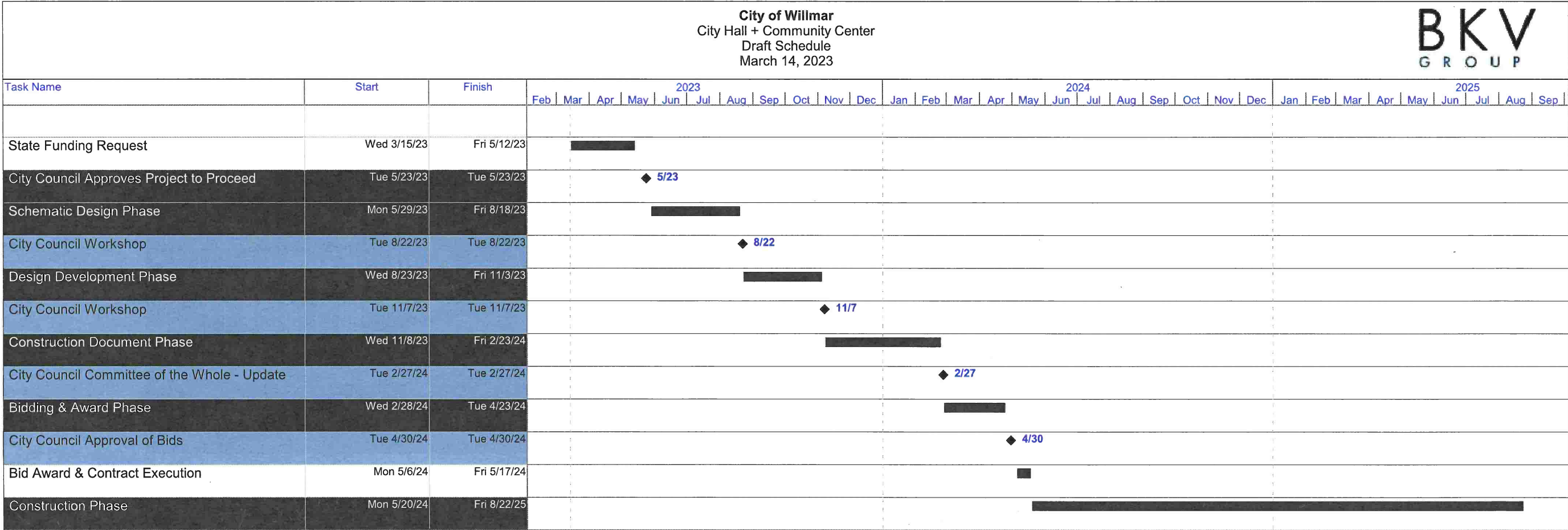


SITE INFORMATION	
ZONING:	GB, GENERAL BUSINESS DISTRICT
SIZE:	5.3 ACRES (TOTAL)

VISIONING IMAGES:



PROJECT SCHEDULE OPTIONS:



PROJECT COST ESTIMATES:

	Low	High
City Hall	\$11,485,080	\$12,761,200
Site Development / Demolition	\$1,600,000	\$3,000,000
	\$13,085,080	\$15,761,200
Design & Construction Contingency	\$1,308,508	\$1,576,120.00
	\$14,393,588	\$17,337,320
Inflation to 2025 Construction	\$2,015,102.32	\$2,427,224.80
	\$16,408,690	\$19,764,545
Soft Cost	\$2,953,564.26	\$3,557,618.06
Total Project Cost	\$19,362,255	\$23,322,163

	Low	High
Community Center	\$10,218,905	\$11,478,770
Site Development	\$1,200,000	\$2,200,000
	\$11,418,905	\$13,678,770
Design & Construction Contingency	\$1,141,891	\$1,367,877.00
	\$12,560,796	\$15,046,647
Inflation to 2025 Construction	\$1,758,511	\$2,106,531
	\$14,319,307	\$17,153,178
Soft Cost	\$2,577,475	\$3,087,572
Total Project Cost	\$16,896,782	\$20,240,750

	Low	High
Combined Community Center + City Hall	\$19,710,000	\$22,140,000
Site Development	\$1,400,000	\$1,600,000
	\$21,110,000	\$23,740,000
Design & Construction Contingency	\$1,899,900	\$2,136,600.00
	\$23,009,900	\$25,876,600
Inflation to 2025 Construction	\$3,221,386	\$3,622,724
	\$26,231,286	\$29,499,324
Soft Cost	\$4,721,631	\$5,309,878
Total Project Cost	\$30,952,917	\$34,809,202

City of Willmar, Minnesota
Scenario 1: No State Bonding

	City Hall	Community Center	Combined
Estimated Construction Cost	\$21,000,000	\$18,000,000	\$33,000,000
Existing Local Option Sales Tax	\$0	(\$2,000,000)	(\$2,000,000)
Reserves for City Hall	(\$1,000,000)	\$0	(\$1,000,000)
Land Proceeds	(\$1,000,000)	\$0	(\$1,000,000)
State Bonding	\$0	\$0	\$0
Par Amount	\$19,000,000	\$16,000,000	\$29,000,000
Repayment Term (Years)	30	30	30
Interest Rate	4.00%	4.00%	4.00%
Annual P&I Payment (Rounded)	\$1,099,000	\$925,000	\$1,677,000
Less Existing City Hall Debt Levy	(\$485,000)	\$0	(\$485,000)
Other Revenue	\$0	\$0	\$0
Net Debt Levy	\$614,000	\$925,000	\$1,192,000
LEVY IMPACT			
2023 Levy	\$9,188,990	\$9,188,990	\$9,188,990
Percent Increase	6.7%	10.1%	13.0%
TAX IMPACT			
Taxable Net Tax Capacity	\$17,500,000	\$17,500,000	\$17,500,000
Current Tax Rate	40.8%	40.8%	40.8%
Added Tax Rate	3.5%	5.3%	6.8%
New Tax Rate	44.3%	46.1%	47.7%
Residential Market Value			
\$200,000	\$63	\$96	\$123
\$300,000	\$102	\$153	\$197
Commercial Market Value			
\$250,000	\$149	\$225	\$289
\$500,000	\$325	\$489	\$630
\$1,000,000	\$675	\$1,018	\$1,311
Apartment Market Value			
\$1,000,000	\$439	\$661	\$851

City of Willmar, Minnesota
Scenario 2: State Bonding

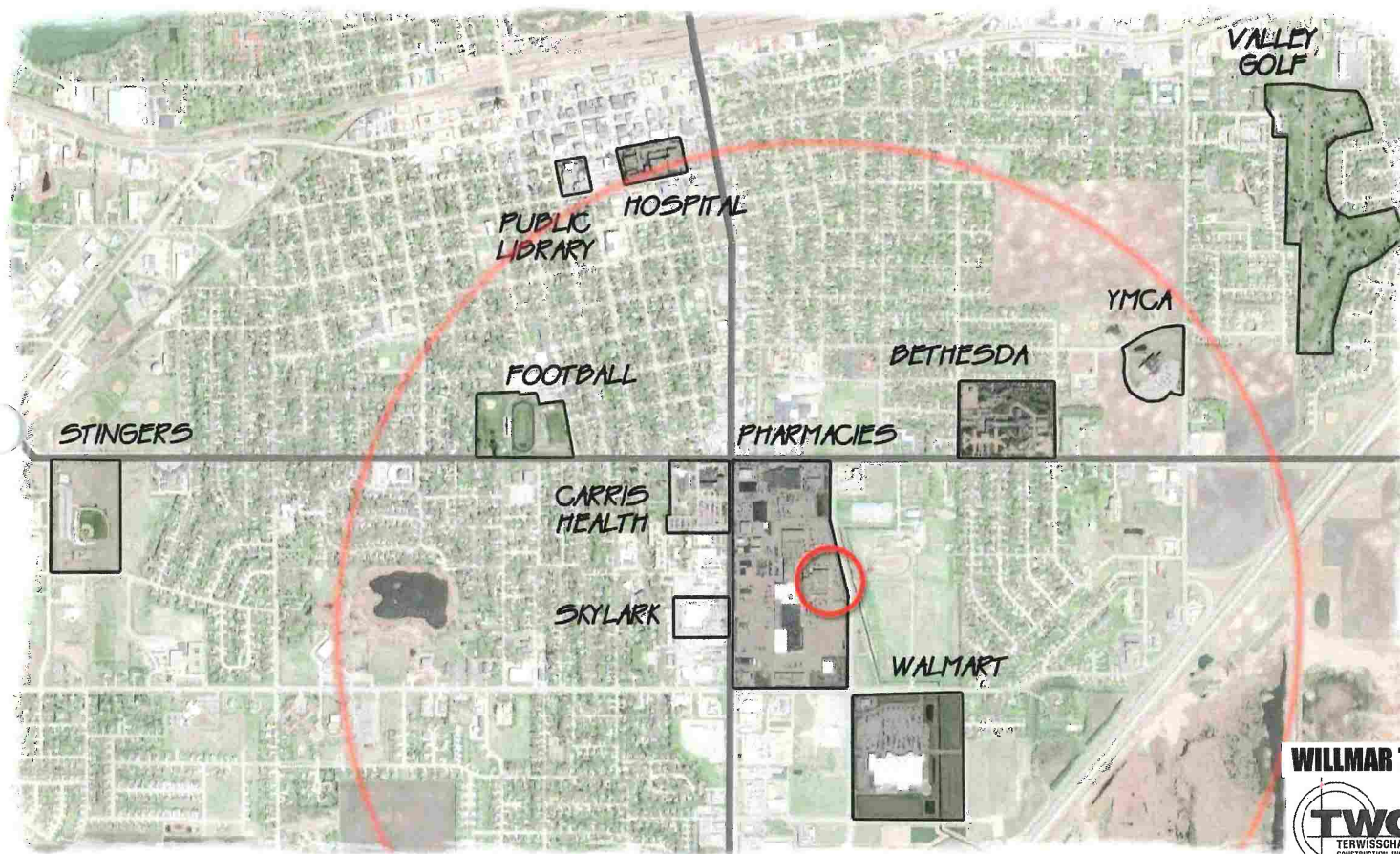
	City Hall	Community Center	Combined
Estimated Construction Cost	\$21,000,000	\$18,000,000	\$33,000,000
Existing Local Option Sales Tax	\$0	(\$2,000,000)	(\$2,000,000)
Reserves for City Hall	(\$1,000,000)	\$0	(\$1,000,000)
Land Proceeds	(\$1,000,000)	\$0	(\$1,000,000)
State Bonding	\$0	(\$5,000,000)	(\$5,000,000)
Par Amount	\$19,000,000	\$11,000,000	\$24,000,000
Repayment Term (Years)	30	30	30
Interest Rate	4.00%	4.00%	4.00%
Annual P&I Payment (Rounded)	\$1,099,000	\$636,000	\$1,388,000
Less Existing City Hall Debt Levy	(\$485,000)	\$0	(\$485,000)
Other Revenue	\$0	\$0	\$0
Net Debt Levy	\$614,000	\$636,000	\$903,000
LEVY IMPACT			
2023 Levy	\$9,188,990	\$9,188,990	\$9,188,990
Percent Increase	6.7%	6.9%	9.8%
TAX IMPACT			
Taxable Net Tax Capacity	\$17,500,000	\$17,500,000	\$17,500,000
Current Tax Rate	40.8%	40.8%	40.8%
Added Tax Rate	3.5%	3.6%	5.2%
New Tax Rate	44.3%	44.5%	46.0%
Residential Market Value			
\$200,000	\$63	\$66	\$93
\$300,000	\$102	\$105	\$150
Commercial Market Value			
\$250,000	\$149	\$154	\$219
\$500,000	\$325	\$336	\$477
\$1,000,000	\$675	\$700	\$993
Apartment Market Value			
\$1,000,000	\$439	\$454	\$645



WILLMAR COMMUNITY CENTER & CITY HALL

WILLMAR TEN





1 MILE RADIUS

WILLMAR TEN



KITCHEN



FLEX SPACE



EXERCISE AREA



WALKING TRACK



PERFORMANCE



DANCE HALL



LIBRARY



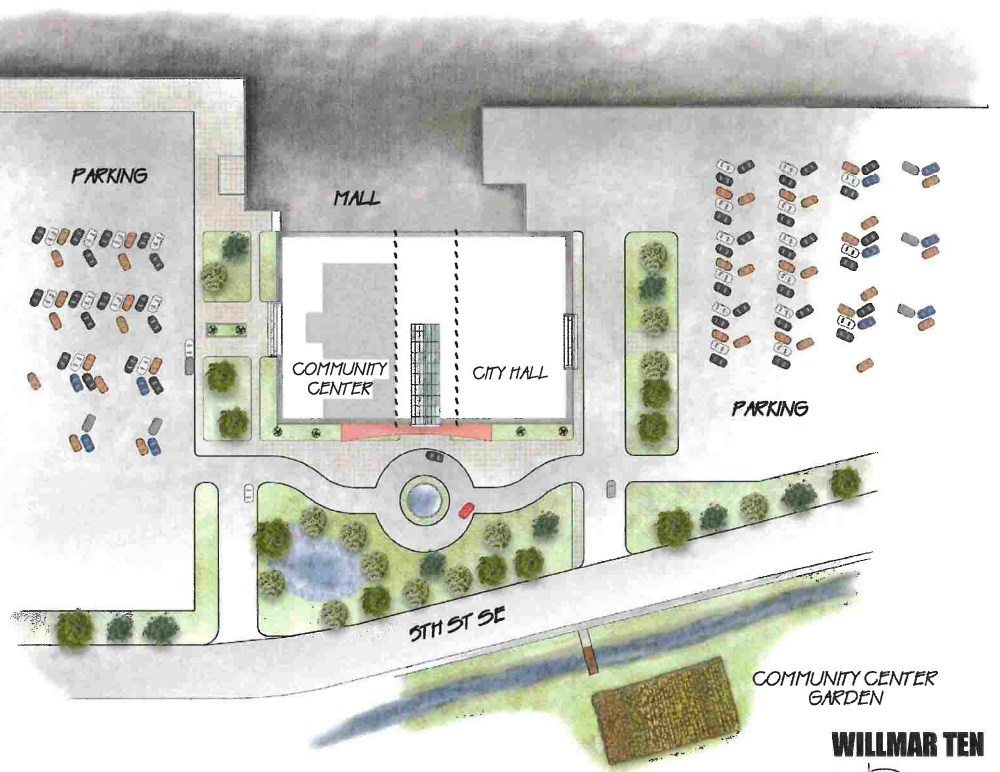
GAMING



WOODSHOP



KIDS AREA



WILLMAR TEN





WILLMAR TEN



ECONOMIC IMPACT

5th STREET DEVELOPMENT

Locating the City Hall and the Community Center at this location will very likely provide the impetus for other development along 5th Street. This street was built to provide traffic relief on south First Street and to provide opportunity for retail development. A project of this magnitude will create much more interest in the further development of 5th Street from Cashwise, south to Home Depot.

There are currently three pad sites along 5th Street on the Uptown Willmar property, that are available for development for restaurants, standalone stores, etc. The increased traffic from the activities at City Hall and the Community Center will make these sites more desirable and will provide additional property taxes once they are developed.

MALLS ARE NOT WHAT THEY USED TO BE

The reality of the changes in the retail environment today is that the square footage of Uptown Willmar will probably never be filled with retail again. These types of developments across the country are being re-purposed as mixed-use centers which in turn prove to be beneficial to all users, retail, medical, restaurant, government and in some cases, even residential.

CITY SHOWS COMMITTEMENT TO RE-PURPOSE

The overall impact on the Uptown Willmar property with the addition of City Hall and The Community Center would demonstrate the city's support of the largest retail center in the city without any tax abatement/tax incentive programs that are sometimes needed in other developments.

LOCATION

CENTRALLY LOCATED IN THE CITY

This site is in the heart of the city, within minutes of the four largest grocery stores. In addition, the proximity to healthcare, multiple pharmacies, and of course the main shopping district, is a plus.

ADDS GREEN SPACE TO EAST SIDE OF UPTOWN

The development of the City Hall/community Center at Uptown Wilmar will improve the curb appeal of the location greatly by adding green space and parking improvements.

RE-PURPOSE - TODAY'S BUZZWORD

The re-purposing of sites like the JCPenney location for government use is not a foreign concept; it is, in fact, becoming much more common throughout the country as a way of being fiscally and environmentally responsible.

ACCESSIBILITY

This site is easily accessible no matter which direction from which you are entering the city. It is surrounded by 30 mph city streets, improving the safety of all who will be using the Community Center and doing business at City Hall.

The site is close in proximity to the elementary schools, and the middle school, which provides an opportunity to promote more community center use and function.

The site contains more than ample parking for employees, guests and daily users of the Community Center and City Hall.

This site is highly visible and easily located by anyone coming to Willmar that may be unfamiliar with our city.

MOVING MADE EASY

Choosing this site enables the Community Center and City Hall to remain in their current locations until the new building is complete. There is no need to temporarily relocate either while a new space is being built.

OPPORTUNITIES

The Director told me she was looking forward to being able to share all the activities that happen in the Community Center with those people that may walk in Uptown, but never venture out to the current Community Center location.

Uptown provides the opportunity for people using the Community Center to do their walking programs in a large indoor area, as well as the safe sidewalks surrounding Uptown outdoors.

Two years ago, The Village has begun talks with Uptown to relocate the children's museum to the old Herberger's home Store, which is right next to the JCPenney location.

COST SAVINGS

Locating both the Community Center and City Hall in a building that already exists is going to save construction costs, and in turn cost to the taxpayers.

CITY of WILLMAR COMPREHENSIVE PLAN

This project fits the Objectives stated in the City of Willmar's Comprehensive Plan as outlined in Section A, Economic Growth such as:

Objectives

- A. Promote economic development which will be beneficial to the community, including tax base enhancement, increased aesthetics, and expanded employment opportunities.
- b. Promote the existing economic base and the expansion of existing businesses policies.
- b. Strengthen the business districts through various development and redevelopment programs.
- c. Encourage full development of existing industrial and commercial land within the City.
- d. Encourage the expansion of existing, and development of new, businesses at suitable locations.
- e. Encourage commercial property owners to maintain and upgrade their existing buildings and land through reasonable design standards and maintenance ordinances.
- f. Vacant properties should meet property maintenance standards.
- g. Provide reasonable and safe access to all retail and industrial uses.
- h. Provide adequate parking for all business and community needs, when feasible.

CITY of WILLMAR MISSION STATEMENT

There are seven Community Values in the mission statement:

- Fiscal Responsibility
- Excellence in Delivery of Service
- Quality Service
- Ethics and Integrity
- Visionary Leadership and Planning
- Open and Honest Communication
- Professionalism

Locating the Community Center and City Hall at the Uptown Willmar site certainly seems to accomplish these goals, especially visionary Leadership and Planning.

PROPERTY FACTS

The building is 52,000 square feet. It was added on to the mall as a separate structure with a common wall. TerWisscha Construction originally built this building in the late 1970's.

The JC Penney building has its own HVAC system, and roof system.

The property consists of 3-4 acres, with a separate legal description and parcel number. The city would own the parcel.

If Uptown Willmar ever closed, the west wall of the City Hall/Community Center would be closed off and this building would become a stand-alone structure on 5th Street with its own parking lot.

PURCHASE

In November 2020, Willmar City Attorney Robert Scott spoke with Willmar Ten's Attorney Scott Hamak, of Rinke Noonan in St. Cloud. Mr. Hamak expressed Willmar Ten would like to sell the completed project to The City of Willmar. Mr. Scott agreed that a sale, once the project was completed, could be workable.

BACKGROUND INFORMATION

Willmar Ten Investors has been a property owner in Willmar since 1980. We currently own approximately 70,000 square feet of office and retail space in the city. You would know our properties as Goodwill, Appletree Square, and Plaza One. (Panda Garden)

We currently have eight partners:

Ken Behm

Ben Brown

Jeff Danielson

Susan Graves

Pat Peterson

Marguerite Swenson

Kelly TerWisscha

Dion Warne



City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	9.D.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Consider a Request for Proposals for a Construction Manager At Risk		

RECOMMENDED ACTION:

City Council Authorize Staff to release a Request for Proposals for a Construction Manager At Risk for a City Hall and Community Center Project.

OVERVIEW:

The purpose of this Request for Proposal (RFP) is to evaluate and select a construction manager to provide services where the delivery method of Construction Manager At Risk (CMr) is utilized for the approximate and proposed City Hall and Community Center Project.

It is the intent of the City of Willmar to proceed forward and contract with the selected construction manager for pre-construction (to include design and product consultation with the Architectural and Engineering services firm) and construction phase services based on the CMr delivery method.

The proposals will be evaluated and brought back to the City Council for final approval.

BUDGETARY/FISCAL ISSUES:

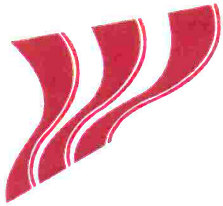
N/A

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Construction Manager RFP



WILLMAR

**333 SW 6TH ST
WILLMAR, MN 56201
PHONE 320-235-4913
FAX 320-235-4917**

**REQUEST FOR PROPOSAL – CONSTRUCTION MANAGER AT RISK
City Hall and Community Center Projects**

TABLE OF CONTENTS

- 1.0 PURPOSE OF REQUEST**
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- 6.0 INSTRUCTIONS TO PROPOSERS**
- 7.0 ATTACHMENT A - CONSTRUCTION MANAGER AT RISK - FEE AND COMPENSATION
WORKSHEET – City Hall and Community Center**
- 8.0 ATTACHMENT B – CONSTRUCTION MANAGER AT RISK FLOW CHART**

1.0 PURPOSE OF REQUEST

The purpose of this Request for Proposal (RFP) is to evaluate and select a construction manager to provide services where the delivery method of **Construction Manager At Risk (CMr)** is utilized, for the approximate and proposed: City Hall and Community Center Projects.

It is the intent of the City of Willmar to proceed forward and contract with the selected construction manager for preconstruction (to include design and product consultation with the Architectural and Engineering services firm) and construction phase services based on the CMr delivery method.

The services are identified in this RFP and are defined in the form of the American Institute of Architects (AIA) Standard Form of Agreement Between Owner and Construction Manager (where the Construction Manager at Risk delivery method is used), AIA Document A133-2009 as provided by the contractor and amended by the City, and attendant AIA forms, as provided by the contractor and amended by the City.

2.0 PROJECT INTRODUCTION

2.1 Facility

- 1. Demolition of the current Community Center
- 2. City Hall, est. 32,000 square feet, it may be a one or two-level building.
- 3. Community Center, est. 28,000 square feet, it may be a one or two-level building. State funding may be requested for construction costs for the Community Center portion of the project.

2.2 Preliminary Project Estimate

The Attachment A, the project budget is estimated to be between \$29,000,000 and \$33,000,000

2.3 Preliminary Project Schedule

The expected timeline for this project is from 2023 through 2025.

2.4 Project Team

The selected construction manager will be expected to actively participate with the City of Willmar and the architectural/engineering firm contracted by the City, other design consultants, and other project team members in delivering the project.

OWNER:	City of Willmar 333 SW 6 th Street Willmar, MN 56201 320-214-5161
	City Council City Administrator City Operations Director Park and Recreation Director City Engineer Finance Director

2.5 Proposal submittal deadline: May 1, 2023, by 2:00 PM

3.0 DESCRIPTION OF SERVICES

3.1 The Construction Manager at Risk (CMr) will complete the construction and provide design and product consultation, preconstruction, and construction management services. Under the CMr delivery method, the functions of the construction manager will be to assist the City in all aspects of the preconstruction and construction phase, acting as the agent of the City to deliver the project complete and within the established budget. The bidding services will be provided by the CMr on behalf of the City of Willmar, in complete adherence to the municipal bidding laws of MN statute. The City of Willmar will award the individual contracts to the subcontractors and then transfer/assign all the individual contracts to the CMr for construction phase completion. The CMr will hold all contracts and will not be permitted to self-perform any subcontracted work on the project. The City of Willmar will hold one contract with the CMr for the construction phase of the project.

3.2 Preconstruction Phase Services

3.2.1 Discuss and form a timeline agreement with the City within 30 calendar days of selection regarding the delivery of a detailed project estimate given the preliminary information that the City provides.

3.2.2 Assist with the design process, including possible programming, schematic design, design development, product selection, and construction document phases. Review and comment on the design team work plan.

3.2.3 Prepare detailed cost estimates at Schematic Design, Design Development, and Construction Document design stages. The CMr and the City will agree upon a reasonable and accurate timeline for establishing a guaranteed maximum price (GMP). In addition, the CMr and the City will agree upon a reasonable and accurate contingency amount.

3.2.4 Design the management plan and strategy to achieve City goals, addressing the cost and benefits of the Lowest Responsible Bidder ("LRB") and best value methods for facility construction.

3.2.5 Schedule the design and construction delivery process through facility occupancy.

3.2.6 Prepare and maintain a master, detailed overall project schedule for all phases, including Programming, Design, Bid/Award, Construction, Move-in, and Final Completion.

3.2.7 Provide variance procedures and controls and track their impact on the budget. i.e. Apply Value Management Services (Value Engineering),

including design, product selection, constructability, and document coordination reviews.

3.3 Bidding Phase Services

- 3.3.1** Advise on trade contract formats to best utilize the project delivery system.
- 3.3.2** Review the contract documents prior to their issuance to bidders and identify bid package requirements, following all necessary public bidding requirements for the City.
- 3.3.3** Survey and analyze the local labor and contracting practices in order to ensure local contractor participation and availability in the bidding process.
- 3.3.4** Determine necessary divisions of work to facilitate the bid process and determine the benefit of City direct purchases and contracts.
- 3.3.5** Pre-qualify potential contract bidders if allowed by the City.
- 3.3.6** Communicate with prospective bidders to clarify conditions and identify potential discrepancies in bidding documents.
- 3.3.7** Assist in evaluating bidders for selection under either LRB or best value methods. Ensure proper receipt of bids LRB/proposals (best value).
- 3.3.8** Review bids/proposals to determine their completeness and benefit to the project. Also, verify proper bonding is being provided with each qualified bid/proposal.
- 3.3.9** Provide a recommendation to the City regarding contract award for each bid package.
- 3.3.10** The CMr shall issue to each contractor a Notice of Award and Notice to Proceed on behalf of the City. In addition, subcontractor contracts will be developed and distributed to the awarded contractors on behalf of the City.
- 3.3.11** Assist the City with the legal transfer of the contractor contracts to the CMr for the completion of construction. Provide a bid bond for the CMr's role in the construction phase of the project.

3.4 Contract Administration Phase Services

- 3.4.1** Organize and chair preconstruction meetings with prime contractor(s) and subcontractors.

-
- 3.4.2** Develop, implement, and manage the detailed on-site construction schedule.
 - 3.4.3** Coordinate contractor activity on-site on an as-needed-time basis, including assignment of construction superintendent, project manager, and other necessary staff for the duration of the project.
 - 3.4.4** Conduct regular foreman and subcontractor meetings during construction.
 - 3.4.5** Develop, monitor, and enforce a job site safety program that conforms to all construction industry standards and guidelines, including OSHA. Maintain safety records of on-site, weekly safety meetings.
 - 3.4.6** Coordinate, expedite, and monitor for quality control of all construction and owner equipment installation. Review and determine that all contractor's work is being performed in accordance with the requirements of the contract documents, plans, and specifications. Endeavor to guard the City against defects and deficiencies in the work. Recommend special testing or inspections to the City to verify compliance with specified requirements.
 - 3.4.7** Establish and administrate a project reporting system to City and Architect/Engineer.
 - 3.4.8** Procedure and control construction support requirements for the project.
 - 3.4.9** Keep daily logs containing a record of the weather, contractors work on-site, the number of workers, work accomplished, problems encountered, and other relevant project information.
 - 3.4.10** Maintain copies on-site of all permits needed to construct the project and enforce special requirements of each, including but not limited to the Storm Water Pollution Protection Plan (SWPPP) and building permit.
 - 3.4.11** Administrate contract changes and project change order procedures and generate all change orders. Assist the City and architect in determining the validity of any change order requests.
 - 3.4.12** Provide budget tracking, including cost verification and disbursement schedule, and disbursement approval (progress payments).

3.5 Project Completion Services

-
- 3.5.1 Manage project close-out and final punch list, including but not limited to inspections, final payment requests, retainage release requests, and substantial and final complete project recommendations.
 - 3.5.2 Provide electronic copies or files of the daily activity logs and project safety records to the City at the conclusion of the individual projects.
 - 3.5.3 Prepare and coordinate facility commissioning and City occupancy plan, including coordinating City staff training events for appropriate equipment and systems.
 - 3.5.4 Gather manufacturer warranties and operations manuals and provide for necessary construction callbacks through warranty periods as required by the City.

4.0 DESCRIPTION OF REQUESTED INFORMATION

The proposal must include:

- 4.1 Transmittal letter, submitted on the respondent's official business letterhead, from the firm principal. The letter must identify all materials and enclosures being forwarded in response to the RFP, acknowledge the receipt of the RFP addenda (if any issued), and must be signed by an individual authorized to commit the respondent to the scope of work proposed. **(Limit to one page)**
- 4.2 Table of Contents **(Limit to one page)**
- 4.3 Firm Profile **(Limit to two pages)**
 - 4.3.1 Firm name.
 - 4.3.2 Address.
 - 4.3.3 Contact name and position.
 - 4.3.4 Telephone and fax numbers.
 - 4.3.5 Website and Email addresses.
 - 4.3.6 Type of business organization, i.e. corporation, partnership, joint venture, etc.
 - 4.3.7 Name and title of officers/principals.
- 4.4 Safety Program **(Limit to two pages)**
 - 4.4.1 Does your firm have a written safety program?

-
- 4.4.2 Name the person(s) responsible for safety on this project, listing specific duties and the amount of time dedicated to these responsibilities and their safety-related qualifications.
 - 4.4.3 Has your firm had any accidents which resulted in a construction fatality on any of your project sites within the last five (5) years? If so, please provide details.
 - 4.4.4 For the past five (5) years, please provide details of alleged violations, associated penalties, and corrective action taken on your project sites as a result of inspections by OSHA, other applicable health and safety agencies, and any environmental agencies.
 - 4.4.5 Provide the firm's workers' compensation modification factor for the last three (3) years.

4.5 Firm Experience (Limit to 10 pages)

Provide the following information for your entire firm and for the office that will be responsible for the delivery of the scope of the work proposed.

- 4.5.1 List of similar projects in progress and completed over the past ten (10) years, indicating project name, description, client, client contact, architect of record, construction value, construction period, delivery method – CMr method preferred.
- 4.5.2 For the office that would be responsible for the delivery of the scope of the work proposed, list all other projects that are currently in progress or under contract.
- 4.5.3 List as a percentage of the original contract the amount of all change orders to the contract work of past projects listed in 4.5.1. Include the following change order categories, Value Engineering, Owner Initiated, Unforeseeable Conditions, and Construction Document Related.
- 4.5.4 List all claims that were filed on the projects listed above in 4.5.1. Provide the following details: nature of the dispute, initial claim amount, settlement amount and method of resolution (e.g., negotiated, mediation, arbitration, litigation), and status.
- 4.5.5 Over the past ten (10) years, has your firm failed or refused to perform or complete any of the work it was obliged to complete pursuant to that project's contract documents? If so, please explain the work not completed and provide the reasons thereof.
- 4.5.6 Are there any outstanding liens against any projects that your firm has been involved in? If so, please provide details.

4.6 Project Team (Limit to 4 pages, excluding single-page max., resumes)

-
- 4.6.1** Provide details of all employees or members of your firm that will be assigned to this project, define whether they will perform their duties on-site or main office location, their planned responsibilities, the anticipated percentage of time each will devote to the project, the number of years of experience in the industry and with your firm. State whether the person will provide design & product consultation, preconstruction, and/or construction phase services.
- 4.6.2** Attach a corporate organization chart indicating the placement of each of the persons listed in response to 4.6.1 above.
- 4.6.3** Describe each person's involvement in the projects listed under 4.5.1 above. Describe any other relevant experience from projects not listed under 4.5.1 above.
- 4.6.4** Demonstrate each person's availability and commitment to this project.
- 4.6.5** Describe each person's credentials and educational history.
- 4.6.6** Describe your firm's approach to general preconstruction services and project estimating. Provide a description of the work items included and your firm's method for ensuring accuracy and completeness at multiple stages of development.
- 4.6.7** Describe your firm's approach to preconstruction services associated with mechanical and electrical systems. Identify the party who will provide these services.
- 4.7 Project Approach (Limit to 5 pages)**
- 4.7.1** Describe your anticipated approach to the project, including the point in the design process where you would suggest an accurate Guaranteed Maximum Price (GMP) be established.
- 4.7.2** Based on the project scope defined under Section 1, indicate your level of confidence that the stated substantial completion date under Section 2.3 can be achieved. State what events or issues could impede your ability to achieve the substantial completion date.
- 4.7.3** Describe your approach to value engineering so as to achieve an appropriate balance between costs, value, aesthetics, function, and need. Provide two examples of how your value engineering techniques have worked successfully on other similar projects.
- 4.7.4** Describe how you would include local contractors and resources in the bidding process.
- 4.7.5** Describe any other unique services or characteristics that differentiate your firm from the other firms and describe why we should select your firm for this project.

4.8 Fee and Compensation (Limit to 1 page)

4.8.1 Description and any desired breakdown of the fees and compensation for the Construction Manager at Risk's (CMr) services. This can include explanations of different phase fees, overhead costs, administration costs, legal or contractual fees, or any other breakdown of the fees and compensation that may clarify the proposal, in addition to the provided fee and compensation worksheet in the Attachment.

5.0 EVALUATION CRITERIA

5.1 The City of Willmar will review each proposal submitted in response to the RFP for completeness, signatures, submittal of all required information, and also the consistency of the submittal to comply with the required format.

5.2 Evaluation by the City will be weighted as follows:

Evaluation Category	Description	Maximum Points
A (4.4)	Safety Program	5
B (4.5)	Firm Experience	30
C (4.6)	Project Team	20
D (4.7)	Project Approach	30
E (4.8)	Fee and Compensation Attachment A total	15
Total Points		100

5.3 The proposed schedule for the proposal reviews, issuance of Request for Proposals, proposal reviews, notification, and interviews is as follows:

Activity	Proposed Dates
RFP available for distribution	March 20, 2023
Pre-Proposal Meeting – 10:30 a.m.	April 24, 2023
Deadline for RFP Questions	April 24, 2023,
Receipt of RFP responses by 2:00 p.m.	May 1, 2023
Shortlist of Firms	May 15, 2023
Interviews by Owner (est.)	Week of May 22, 2023
CMr Contract awarded (City Council Meeting)	June 19, 2023

6.0 INSTRUCTIONS TO PROPOSERS

6.1 Your proposal shall be submitted to:

**City of Willmar
City Administrator
333 SW 6th Street
Willmar, MN 56201
RE: City Hall/Community Center Projects CMr RFP**

6.2 All requests for RFP and project information shall be directed to:

City of Willmar
City Administrator – Leslie Valiant
Willmar, MN 56201
lvaliant@willmarmn.gov
(320) 235-4913

- 6.3** All contacts with respect to the RFP will be made to the City Administrator of the City of Willmar. Contacts by any representative of your firm to other city's related entities, management, staff, or board members other than the City Administrator will constitute a breach of this communication directive and may result in your firm's elimination from the selection process.
- 6.4** All communications regarding this RFP must be submitted via email. Any request for information or clarification by respondents must be received by the date listed in Section 5.3 of this RFP. Responses to such requests will be made in writing by the City and will be distributed to all the respondents.
- 6.5** Your firm's RFP Proposal should be submitted in 8 ½ x 11 format. Please submit six (6) bound copies in a sealed envelope. All pages, except any pre-printed inserts, must be sequentially numbered, and an identifiable tab sheet must precede each section of the response as detailed in Section 4.0. Your response may not exceed 26 pages, excluding attachments and supplemental materials.
- 6.6** In addition to the required paper copies, each respondent must provide a full copy of the proposal and attachments in electronic form (flash drive or other device) in Adobe portable document format (.pdf).
- 6.7** To be considered for selection, proposals must be received by the owner no later than **2:00 p.m., May 1, 2023**. Submissions by fax will not be accepted.
- 6.8** After the proposal submittal deadline, the City of Willmar reserves the right to schedule interviews with selected firms. These interviews may be conducted with groups of representatives from the City of Willmar. The firms to be interviewed will be contacted after the proposal submittal to schedule an interview date and time.

-
- 6.9** Proposals submitted in response to this RFP are valid for 90 days following the date of submission of proposals. This period may be extended by written mutual agreement between the owner and the respondent.
- 6.10** The owner reserves the right to negotiate terms and conditions with respondents. The owner reserves the right to negotiate modifications to a proposal with a single respondent without obligation to negotiate similar modifications with other respondents. Unsolicited modifications without prior request of the owner will not be accepted.
- 6.11** The owner reserves the right to reject any or all proposals received in response to this RFP and to waive all irregularities and technicalities.
- 6.12** The owner assumes no liability for payment of expenses incurred by respondents in preparing and submitting proposals or in connection with attendance at any interviews in response to this solicitation.
- 6.13** *Non-Discrimination:* The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status, or status with regard to public assistance. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.
- 6.14** *Insurance:* The contract shall be effective only upon the approval by the City of acceptable evidence of the insurance, at least in the amounts detailed below, as such insurance may be modified by the City. Such insurance secured by the contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the contract. The contractor and its contractors shall secure and maintain the following insurance:
- 6.14.1** Worker's Compensation insurance that meets the statutory obligations of the City.
- 6.14.2** Commercial General Liability insurance with limits of at least \$1,500,000 general aggregate, \$1,500,000 products-completed operations, \$2,000,000 for each occurrence, \$50,000 fire damage, and \$5,000 medical expense for any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage, and the City shall be named an additional insured.

6.14.3 Commercial Automobile Liability insurance covering all owned, non-owned, and hired automobiles with limits of at least \$1,000,000 per accident.

6.15 *Indemnification and Hold Harmless:* The CM shall defend, indemnify, and hold harmless the City from and against any and all claims, liability, damages, loss, and/or expenses (including reasonable attorney's fees and costs) that may arise by reason of any breach of contract, negligence, and/or violation of the law (including, but not limited to, infringement of any proprietary right of a third party) by Construction Management and/or its employees or agents. In the event that it shall become necessary for any party to institute legal proceedings against the other party for recovery of any amounts due and to owe under the RFP or any resulting contract, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post-judgment, appeal, or settlement collection.

6.16 *Return of Proposals:* All proposals become the property of the City and will not be returned to CMr. Once received and opened, the contents of the proposals will be placed in the public domain and be open for inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld upon the written request of CMr.

7.0 ATTACHMENT A—CONSTRUCTION MANAGER AT RISK FEE WORKSHEET
City Hall/Community Center Project

Preconstruction & Bidding Phase

Description	Quantity	Unit	Unit Cost	Total
Project Principal		HRS		
Senior Project Manager		HRS		
Project Manager		HRS		
Civil Coordinator		HRS		
Pre-Construction Manager		HRS		
Other:		HRS		
Other:		HRS		
			Subtotal Preconstruction & Bidding	

Project Reimbursable Expenses

Description	Quantity	Unit	Unit Cost	Total
Project Principal		HRS		
Senior Project Manager		HRS		
Project Manager		HRS		
Project Administration		HRS		
Superintendent		HRS		
Safety Director		HRS		
Trucking/Deliveries		HRS		
Truck		HRS		
Fuel		WK		
Electronic Documentation		WK		
Cell Phone		WK		
Blue Prints		MO		
Postage & Delivery		MO		
Other:				
Other:				
Other:				
			Total Reimbursable Expenses	

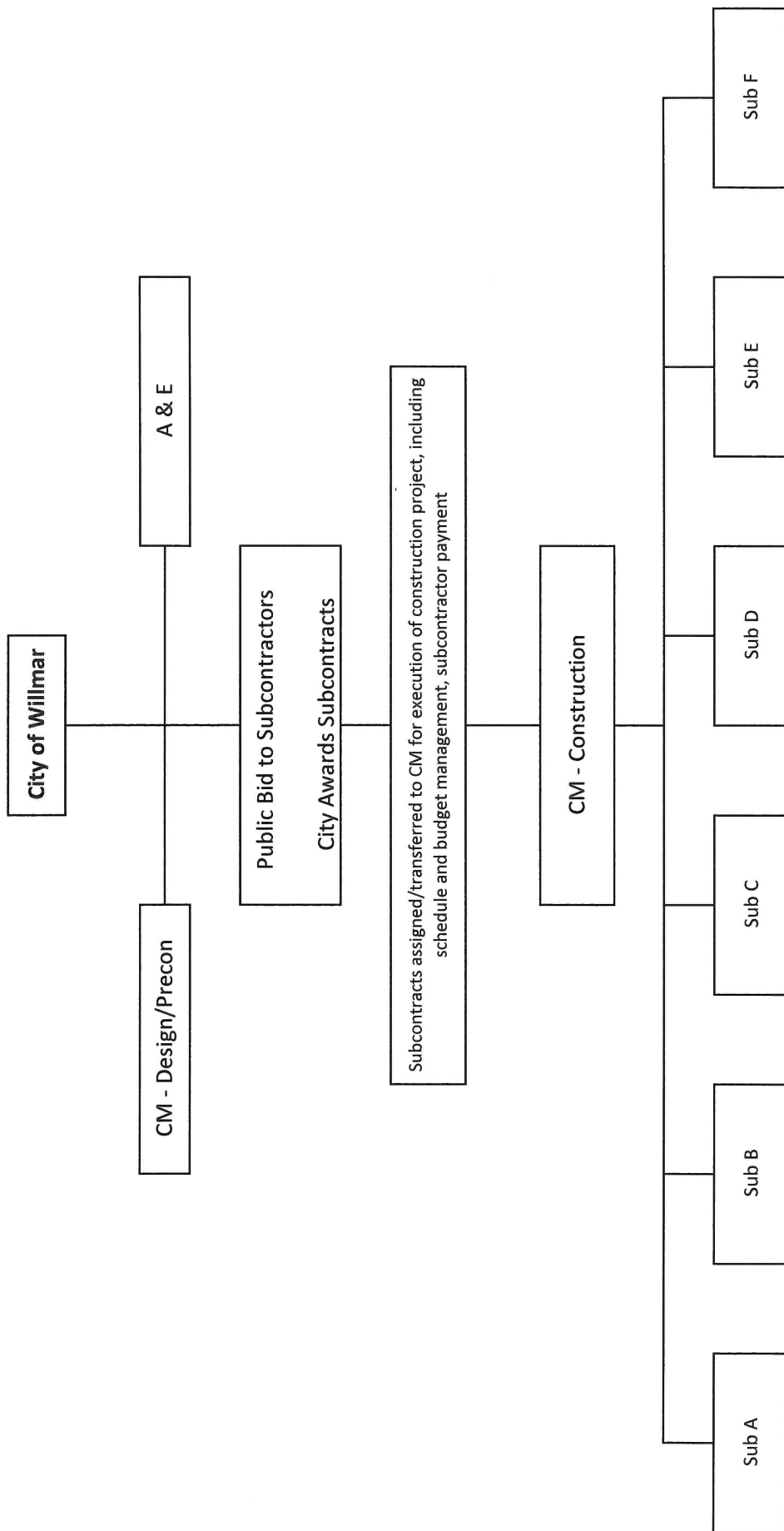
Construction at Risk Manager Fee

Proposed Construction Manager Fee	1	Lump Sum or %	
CM Fee Based on a Project Cost of: \$33,000,000.00			

Construction Management At Risk Total est. Compensation

**Including Preconstruction/Bidding, Reimbursables, and Fees (% or LS)*

Construction Manager at Risk Flow Chart





City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	9.E.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	Yes	Prepared By:	Justice Walker, Planning and Development Director
Ordinance:	No	Presented By:	Justice Walker, Planning and Development Director
Item:	Consider Lewis Young Robertson & Burningham as the Special Municipal Advisor for the Hometown Fiber Project		

RECOMMENDED ACTION:

Appoint Lewis Young Robertson & Burningham as the Municipal Advisor for the Hometown Fiber Project Financing

OVERVIEW:

On February 6th, Council approved staff to work with Hometown Fiber on putting together a contract to execute the construction of the open-access fiber network. In this process, staff learned that the nature of municipal financing for broadband projects is different from other municipal financing. As a result, staff would like to bring on a special municipal advisor to support the City throughout this process. Extensive reference checks on Laura Lewis and Lewis Young Robertson & Burningham (LYRB) have been conducted. Staff recommends that Council approve LYRB as the special municipal advisor for the duration of this project.

BUDGETARY/FISCAL ISSUES:

The City will not have to allocate any money from the budget to pay LYRB. LYRB's financial advisory compensation is the same as Baker Tilley financial advice and compensated at the time of bond sales.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution LYRB(3)
2. Willmar Fiber LYRB Info v2

Resolution No._____

**A RESOLUTION APPROVING LEWIS, YOUNG, ROBERTSON, AND BURNINGHAM AS THE MUNICIPAL
ADIVSOR FOR BONDING & CONTRACTING THROUGHOUT THE HOMETOWN FIBER PROJECT.**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that Lewis, Young, Robertson, and Burningham will serve as the municipal advisor for bonding & contracting throughout the Hometown Fiber project and has been approved, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof.

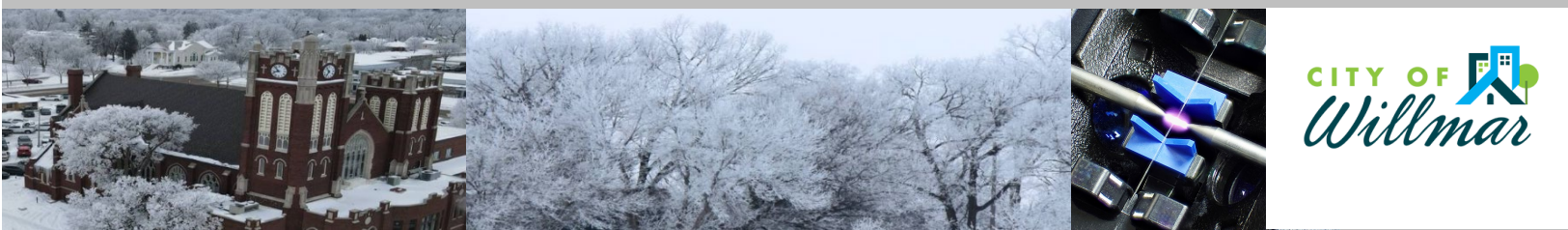
Dated this 20th day of March, 2023

Mayor

Attest:

CITY OF WILLMAR, MINNESOTA

CITY COUNCIL MEETING



MARCH 20, 2023

SUMMARY

Lewis Young Robertson & Burningham, Inc. ("LYRB") provides the following references as requested, plus one. The first two references are for clients that we've worked with that financed projects other than fiber, the next two are fiber only projects and the last entity we have provided advisory services for both fiber and other projects. We have had the benefit of long standing relationships with all of these references as with most of our clients

Following the references we have provided a deal list, in alphabetical order by issuer name, showing all fiber transactions for which LYRB has served as Municipal Advisor ("MA"), with Laura Lewis having been the lead advisor on the majority of the transactions. As you will note since the first UTOPIA issue in 2004 we have worked on over \$1B in municipal bonds to fund municipal fiber transactions. The financings have been secured using a variety of mechanisms based on what is legally available under pertinent law and the desires of the local government. Most of the bonds have been publicly issued and some were facilitated using a direct purchase alternative.

Lastly we have included short biographical resumes for the professionals at LYRB that Willmar officials will be in contact with on the fiber transactions if engaged by Willmar to proceed forward as its MA.

REFERENCES

ENTITY	CONTACT PERSON	POSITION	PHONE NUMBER	EMAIL
Maricopa, Arizona	Rick Horst	City Manager	520.316.6811	rick.horst@maricopa-az.gov
Idaho Falls Auditorium District	Rob Spear	Executive Director	208.669.0413	rspear@idahofallsauditoriumdistrict.com
Yellowstone Fiber (fka Bozeman Fiber)	Greg Metzger	CEO	406.551.3265	gmetzger@yellowstonefiber.com
UTOPIA/UIA	Roger Timmerman	Executive Director	801.762.7960	rtimmerman@utopiafiber.com
Lehi City, Utah	Dean Lundell	Finance Director	801.201.2289	dlundell@lehi-ut.gov

FIBER TRANSACTION DEAL LIST

DATE	CLIENT/ISSUER	PAR AMOUNT	BOND TYPE/PROJECT
Jan-2019	Ammon, Idaho	570,000	Fiber Optical Local Improvement Bonds – Assessment Bonds
Jun-2020	Ammon, Idaho	783,196	Fiber Optical Local Improvement Bonds – Assessment Bonds
Sep-2021	Ammon, Idaho	947,184	Fiber Optical Local Improvement Bonds – Assessment Bonds
Dec-2021	Bozeman Fiber	65,000,000	Industrial Development Revenue Bonds – Fiber System Revenues as sole repayment source
Mar-2021	Lehi, Utah	53,890,000	Telecommunication System, Franchise and Sales Tax Revenue Bonds
May-2011	Utah Infrastructure Agency	25,000,000	Telecommunication System and Franchise Tax Revenue Bonds
Jul-2013	Utah Infrastructure Agency	11,205,000	Telecommunication System and Franchise Tax Revenue Bonds Continued on next page



DATE	CLIENT/ISSUER	PAR AMOUNT	BOND TYPE/PROJECT
Oct-2015	Utah Infrastructure Agency	24,295,000	Telecommunication System and Franchise Tax Revenue Bonds
Dec-2017	Utah Infrastructure Agency	77,405,000	Telecommunication System and Franchise Tax Revenue Refunding Bonds
Jul-2018 ¹	Utah Infrastructure Agency	21,810,000	Telecommunication System and Franchise Tax Revenue Bonds
Nov-2019	Utah Infrastructure Agency	48,365,000	Telecommunications System and Franchise Tax Revenue Bonds
Feb-2021	Utah Infrastructure Agency	52,495,000	Telecommunications System and Franchise Tax Revenue Bonds
May-2022	Utah Infrastructure Agency	30,000,000	Telecommunications System and Franchise Tax Revenue Bonds
Apr-2022	Utah Infrastructure Agency - Cedar Hills	5,965,000	Telecommunications, Franchise, and Sales Tax Revenue Bonds
Aug-2020	Utah Infrastructure Agency - Clearfield	12,645,000	Telecommunications and Franchise Tax Revenue Bonds
Aug-2018	Utah Infrastructure Agency - Layton	22,285,000	Telecommunications and Franchise Tax Revenue Bonds
Apr-2019	Utah Infrastructure Agency - Morgan	2,550,000	Telecommunications and Franchise Tax Revenue Bonds
Jun-2019	Utah Infrastructure Agency - Payson	3,520,000	Telecommunications and Franchise Tax Revenue Bonds
Jun-2021	Utah Infrastructure Agency - Pleasant Grove	16,915,000	Telecommunications and Franchise Tax Revenue Bonds
Apr-2022	Utah Infrastructure Agency - Santa Clara	6,675,000	Telecommunications, Franchise, and Sales Tax Revenue Bonds
Sep-2021	Utah Infrastructure Agency - Syracuse	19,220,000	Telecommunications, Franchise, and Sales Tax Revenue Bonds
Dec-2022	Utah Infrastructure Agency - West Haven	17,680,000	Telecommunications and Sales Tax Revenue Bonds
Sep-2019	Utah Infrastructure Agency - West Point	7,220,000	Telecommunications, Franchise, and Sales Tax Revenue Bonds
Jul-2004	UTOPIA	85,000,000	Sales Tax and Telecommunications Revenue Bonds
May-2006	UTOPIA	6,500,000	Facilitation of DSRF Release
Jul-2006	UTOPIA	85,000,000	Basis Swap
Oct-2006	UTOPIA	30,000,000	Telecommunications and Sales Tax Revenue Bonds (Subordinate, VRDN)
Jun-2008	UTOPIA	185,000,000	Telecommunications and Sales Tax Revenue Bonds
Dec-2011	UTOPIA	230,000,000	Telecommunications and Sales Tax Revenue Bonds
Dec-2022	UTOPIA	205,335,000	Sales Tax and Telecommunications Revenue Refunding Bonds
Total		\$1,353,275,380	

¹ With the issuance of the UIA bonds in 2018, the franchise tax revenues made available by the members of UIA was finally able to be further leveraged and has continued to be further leveraged since that time. Currently the franchise tax revenues could support ~33% of the debt service if needed but telecommunication system revenues have paid 100% of the debt service.

MUNICIPAL ADVISORY TEAM



EDUCATION

Bachelor of Science, Business Finance
Westminster College

EMPLOYMENT HISTORY

Lewis Young Robertson & Burningham
Inc., Principal;
1995 – Present
Kemper Securities, Vice President; 1989-
1995
MBS Services; 1988
Halliday & Halliday Law Offices; 1984-
1988
Richards Woodbury Mortgage;
1982 - 1984

LICENSURE

FINRA (fka NASD) – Series 7, 24, 53, and
63
MSRB – Series 50

LAURA D. LEWIS, PRINCIPAL

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

Office: (801) 201-6842

Email: laura@lewisyoung.com

Ms. Lewis founded Lewis & Young, the predecessor to Lewis Young Robertson & Burningham, Inc., in July 1995. During her career in public finance, which started in 1989, she has structured several billion tax-exempt and taxable municipal bond transactions for local governments helping to facilitate the construction of numerous capital projects, as well as facilitating land and equipment acquisition needs. She has worked with all types of bonds and security structures.

During the course of her career in public finance has assisted numerous cities, towns, special districts and Interlocal Cooperatives (aka Joint Power Agencies) with their financing and consulting needs. Ms. Lewis, as primary contact, provides municipal advisor services to half of the Utah's top ten most populous cities and approximately 40% of the top twenty most populous cities in the state of Utah where LYRB is headquartered.

EXPERIENCE

- ☐ Has structured all types of municipal bond debt for cities and towns including, but not limited to, general obligation, local building authority, sales and franchise fee revenue and utility revenue bonds.
- ☐ Has completed numerous transactions facilitating economic and redevelopment utilizing tax increment and special assessment bonds.
- ☐ Has effectively structured many creative, unique and complicated transactions including the Maverik-Center, in West Valley, the Dixie Convention Center in St. George, the first local government owned fiber-to-the-home project in Utah for the Utah Telecommunications Open Infrastructure Agency (UTOPIA), and the Idaho Falls Auditorium District Convention Center.
- ☐ Indicative City clientele includes West Valley, Orem, South Jordan, Midvale, Ogden, Layton, Maricopa amongst others.



EDUCATION

Bachelor of Science in Finance
University of Utah

EMPLOYMENT HISTORY

Lewis Young Robertson & Burningham
Inc., 2006 – Present

LICENSES

Series 50 – Municipal Advisor
Representative
Series 63 – Uniform Securities Agent -
State

NATE ROBERTSON, VICE PRESIDENT

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

Office: (801) 870-8682

E-mail: nate@lewisyoung.com

Since joining LYRB in 2006, Mr. Robertson has worked with cities, school districts, and special districts throughout Utah as well as other entities in Arizona, and Idaho. He has experience with a wide variety of project financing structures, including general obligation, sales/franchise tax revenue, water, sewer and storm revenue, lease revenue, special assessment, and tax increment bonds. He has assisted with most fiber-to-the-home transactions completed by the firm since he joined LYRB. He also has significant experience with general obligation elections.

He has the highest degree of proficiency with quantitative and qualitative analysis related to each of the financing structures listed above. Projects financed include school buildings, libraries, municipal buildings, office buildings, and municipal infrastructure such as water and sewer systems, municipal fiber systems and roads.

EXPERIENCE

- ☞ Helped complete over 140 bond transactions totaling nearly three billion.
- ☞ Strong background of long-term financial modeling, quantitative analysis, and debt structuring.
- ☞ Actively works in the development of credit shaping services including the development and implementation of plans to qualify, enhance, and/or secure an investment grade credit rating from the major credit agencies.
- ☞ Integrally involved in on-going monitoring of refunding opportunities available to all local governments to ensure the highest level of debt service savings are identified and captured.



City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	9.F.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	Yes	Prepared By:	Justice Walker, Planning and Development Director
Ordinance:	No	Presented By:	Justice Walker, Planning and Development Director
Item:	Consider Hometown Fiber as City's Broadband Consultant & Technical Representative		

RECOMMENDED ACTION:

Approve Hometown Fiber to be the City's technical broadband consultant and representative.

OVERVIEW:

In the building of the City's Open Access Fiber network, it will be important to negotiate with interested ISPs. Hometown Fiber will collect detailed information about the ISPs along with providing detailed information about the network to financiers and ISPs. Staff recommends contracting Hometown Fiber for professional services.

BUDGETARY/FISCAL ISSUES:

\$29,990 for professional services. Funded through land sales proceeds in the Industrial Park Fund.

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Resolution Hometown Fiber Professional Services
2. 2023.03.03 Professional Services Proposal For Willmar

Resolution No._____

**A RESOLUTION TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH HOMETOWN FIBER
FOR TECHNICAL BROADBAND CONSULTING AND REPRESENTATION FOR \$29,990.**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, to execute a contract for professional services with Hometown Fiber for technical broadband consulting and representation for \$29,990, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof.

Dated this 20th day of March, 2023

Mayor

Attest:



PROFESSIONAL SERVICES PROPOSAL FOR THE CITY OF WILLMAR

March 3, 2023

Marlena Pfeiffer
Broadband Consultant, Hometown Fiber
319.440.678 | marlena@yourhometownfiber.com

Submitted to:
City of Willmar
Justice Walker
Director of Development & Planning
jwalker@willmarmn.gov
320-214-5184

About Us

Hometown Fiber

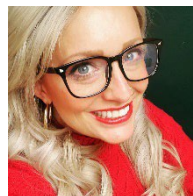
Hometown Fiber is passionate about getting communities the internet service they need. For the past 30 years Hometown Fiber founder Kyle Moorhead, the company's lead on this project, worked closely with municipalities, federal courts, colleges and businesses to solve technology challenges—including the design, construction and maintenance of fiber optic networks. Kyle also worked with internet service providers to build, troubleshoot, repair and maintain thousands of miles of fiber optic, twisted pair, coaxial, and wireless networks. Hometown Fiber tackles broadband challenges *from a community's perspective.*

Project Contacts



Kyle Moorhead

President
Hometown Fiber
kyle@yourhometownfiber.com
612-819-9077



Marlena Pfeiffer

Broadband Consultant
Hometown Fiber
marlena@yourhometownfiber.com
319-440-6786

Technical Consultant: Project Financing

Hometown Fiber will provide technical consulting services on behalf of the City of Willmar while financing of the broadband project moves through the bond sales process. We will work with internet service providers on your behalf to negotiate the terms of service level agreements. We will assist your public financing and legal counsel with technical questions related to bond sales and internet service provider agreements.

Deliverables

- Serve as the city's broadband consultant and technical representative through project financing, and manage all interactions with any ISP interested in the project
- Support the city's public financing and legal representatives with network financial and technical details necessary for bond sales, loans or other initiatives.
- Negotiate and recommend to the city for approval the service level agreements with internet service providers that will offer service on the network.
- Create a survey and perform feasibility study for the bonding process.

Fee

Our fee for Technical Consultant: Project Financing: **\$29,990.**

Terms

Hometown Fiber uses progress payments. To begin, a 50% deposit payment and signed agreement are required. Remaining balances shall be billed as progress is made.

Timeline

Hometown Fiber anticipates this scope of work will take about 120 days from the initial planning and review meeting. The meeting is scheduled upon receipt of deposit and signed agreement.

We look forward to continuing our work with Willmar. The final timeline and scope of work will be agreed upon in the contract. This is an exciting step toward getting Willmar reliable, affordable, fast, world-class internet service for decades to come.

Regards,



Kyle Moorhead, president

Hometown Fiber

kyle@yourhometownfiber.com

O: 763-299-5900 | C: 612-819-9077



City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	9.G.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	Yes	Prepared By:	Justice Walker, Planning and Development Director
Ordinance:	No	Presented By:	Justice Walker, Planning and Development Director
Item:	Consider Support for Willmar Main Street Grant Applications		

RECOMMENDED ACTION:

Staff Recommends Committing Support for Willmar Main Street Grant Applications

OVERVIEW:

Part of Willmar Main Street's function is securing grants for the various activities and initiatives that make our downtown vibrant. Staff is currently planning multiple events that will require monetary contributions beyond the department's capacity. In order to submit applications for grants, there must be a recipient for the funds. Staff is seeking a commitment from the Council.

BUDGETARY/FISCAL ISSUES:

- SMAC Art-Project Grant
 - Asking for \$3000
 - To support a wide variety of art projects for the Main Street Artist Series and Main Street Storyteller Series, also to support more funding for the artists art work and for their time.
- United Way-Community Focus Grant (have not received)
 - Asking for \$3000
 - To fund entertainment and music for WMS Cultural Festival event Series (Festival Latinos, Somali Day, Holidaze, Halloween/Dia De Los Muertos)
- USDA-Farmer's Market Promotion Program
 - Asking for \$2000
- Vision 2040- General funding Grant
 - Asking for \$3000

- To fund entertainment and music for WMS Cultural Festival event Series (Festival Latinos, Somali Day, Holidaze, Halloween/Dia De Los Muertos)

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Main Street Fiscal Host
2. Main Street Fiscal Host United Way
3. Main Street Fiscal Host Vision 2040
4. Main Street Fiscal Farmer's Market

Resolution No._____

A RESOLUTION THAT THE CITY OF WILLMAR WILL SERVE AS THE FISCAL HOST FOR SMAC ART-PROJECT GRANT FOR WILMAR MAIN STREET.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the City of Willmar will serve as the fiscal host for SMAC Art-Project grant for Wilmar Main Street should it be awarded, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof.

Dated this 20th day of March, 2023

Mayor

Attest:

Resolution No._____

**A RESOLUTION THAT THE CITY OF WILLMAR WILL SERVE AS THE FISCAL HOST FOR UNITED WAY
COMMUNITY FOCUS GRANT FOR WILMAR MAIN STREET.**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the City of Willmar will serve as the fiscal host for United Way-Community Focus grant for Wilmar Main Street should it be awarded, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof.

Dated this 20th day of March, 2023

Mayor

Attest:

Resolution No._____

**A RESOLUTION THAT THE CITY OF WILLMAR WILL SERVE AS THE FISCAL HOST FOR VISION 2040
GENERAL FUNDING GRANT FOR WILMAR MAIN STREET.**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the City of Willmar will serve as the fiscal host for Vision 2040 General Funding grant for Wilmar Main Street should it be awarded, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof.

Dated this 20th day of March, 2023

Mayor

Attest:

Resolution No._____

**A RESOLUTION THAT THE CITY OF WILLMAR WILL SERVE AS THE FISCAL HOST FOR USDA FARMER'S
MARKET PROMOTION PROGRAM FOR WILMAR MAIN STREET.**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the City of Willmar will serve as the fiscal host for USDA Farmer's Market Promotion Program grant for Wilmar Main Street should it be awarded, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof.

Dated this 20th day of March, 2023

Mayor

Attest:



City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	9.H.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	Yes	Prepared By:	Justice Walker, Planning and Development Director
Ordinance:	No	Presented By:	Justice Walker, Planning and Development Director
Item:	Consider Approving a Quote for a Post Clock		

RECOMMENDED ACTION:

Staff recommends purchasing the E Howard Plus Clock from Lumichron Commercial Clocks for \$13,205.

OVERVIEW:

As part of the Downtown Streetscape plan, the proposed layout included a post clock on the sidewalk at the intersection of Benson and 4th st SW. Staff reached out to multiple companies and received several quotes included in the packet. The clock is meant to be a replica of the old clock that used to be on 4th street. The clocks presented in the quotes show City of Willmar, but the clock will read Diamonds & Jewelry like the original clock.

BUDGETARY/FISCAL ISSUES:

The cost of the clock will be paid for and reimbursed as a part of the Small Cities Grant.

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. Electrictime-2023-1-22 Post Clock Price List with Drawings
2. lumichron quote 2-23-23 E Howard Plus - Willmar MN
3. Lumichron Quote 2-23-23 Willmar MN E Howard
4. Verdin Company-MN-WI - City of Willmar Street Clock Proposal 2-24-23
5. Verdin Company-Photo example-MN City of Willmar 4U Rend 1 (002)
6. Lumichron Commercial Clocks

Electric Time Post Clock Price List



SETH THOMAS - 4-DIAL * \$61,799.00

PART# PSTCLK-SETHTHOMAS
19 ft 0 in (5.79 meters) Net Weight: 1900 lbs (862 kg)
OPTIONS:
23K Gold Leaf Highlights **\$7,500.00**
Black on White Dials (Black painted clock only) **\$959.00**
Custom Raised Aluminum Header Lettering **n/c**
Custom Dial Lettering (text only) **n/c**

LARGE HOWARD - 2-DIAL * \$19,915.00

PART# PSTCLK-LG2HOWARD
15 ft 6 in (4.72 meters) Net Weight: 540 lbs (245 kg)
OPTIONS:
23K Gold Leaf Highlights **\$3,500.00**
Illuminated Header **\$3,400.00**
Custom Raised Aluminum Header Lettering **\$300.00**
Custom Raised Aluminum Header and Saddle Lettering **\$390.00**
Custom Dial Lettering (text only) **n/c**



LARGE HOWARD - 4-DIAL * \$29,362.00

PART# PSTCLK-LG4HOWARD
15 ft 6 in (4.72 meters) Net Weight: 830 lbs (377 kg)
OPTIONS:
23K Gold Leaf Highlights **\$6,500.00**
Black on White Dials (Black painted clock only) **\$650.00**
Header 4 Total (including raised aluminum lettering cost) **\$1,800.00**
Custom Dial Lettering (text only) **n/c**

SMALL HOWARD - 2-DIAL * \$14,281.00

PART# PSTCLK-SM2HOWARD
10 ft 9 in (3.28 meters) Net Weight: 275 lbs (125 kg)
OPTIONS:
23K Gold Leaf Highlights **\$3,300.00**
Illuminated Header **\$3,035.00**
Custom Raised Aluminum Header Lettering **\$300.00**
Custom Raised Aluminum Header and Saddle Lettering **\$390.00**
Custom Dial Lettering (text only) **n/c**



SMALL HOWARD - 4-DIAL * \$17,632.00

PART# PSTCLK-SM4HOWARD
10 ft 9 in (3.28 meters) Net Weight: 395 lbs (179 kg)
OPTIONS:
23K Gold Leaf Highlights **\$4,800.00**
Header 4 Total (including raised aluminum lettering cost) **\$1,310.00**
Custom Dial Lettering (text only) **n/c**

FRENCH QUARTER - 2-DIAL \$15,150.00

PART# PSTCLK-FRENCH-HOW
13ft 0ft (3.96 meters) Net Weight: 300 lbs (136 kg)
OPTIONS:
23K Gold Leaf Highlights **\$1,500.00**
Reset Control (located remotely or in clock head) **\$1,245.00**
Custom Raised Aluminum Header Lettering **\$300.00**
Custom Dial Lettering (text only) **n/c**



LARGE LUCERNE - 4-DIAL * \$31,495.00

PART# PSTCLK-LG4LUCERNE
16 ft 1 in (4.90 meters) Net Weight: 830 lbs (377 kg)
OPTIONS:
23K Gold Leaf Highlights **\$5,500.00**
Custom Raised Aluminum Lettering **\$550.00**
Custom Dial Lettering (text only) **n/c**

PROVIDENT - 2-DIAL \$12,245.00

PART# PSTCLK-PROVIDENT
12 ft 0 in (3.66 meters) Net Weight: 224 lbs (102 kg)
OPTIONS:
23K Gold Leaf Highlights **\$2,300.00**
Reset Control (located remotely or in clock head) **\$1,245.00**
Custom Dial Lettering (text only) **n/c**

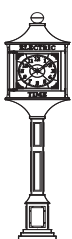


SMALL LUCERNE - 4-DIAL * \$23,970.00

PART# PSTCLK-SM4LUCERNE
11 ft 5 in (3.48 meters) Net Weight: 315 lbs (143 kg)
OPTIONS:
23K Gold Leaf Highlights **\$5,300.00**
Custom Raised Aluminum Lettering **\$350.00**
Custom Dial Lettering (text only) **n/c**

COURTYARD - 2-DIAL \$7,986.00

PART# PSTCLK-COURTYARD
8 ft 10 in (2.69 meters) Net Weight: 150 lbs (68 kg)
OPTIONS:
23K Gold Leaf Highlights **\$1,500.00**
Reset Control (located remotely or in clock head) **\$1,245.00**
Custom Raised Aluminum Header Lettering **\$300.00**
Custom Dial Lettering (text only) **n/c**

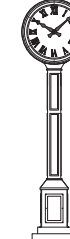


LARGE O.B. MCCLINTOCK - 4-DIAL * \$39,500.00

PART# PSTCLK-LG4MCCLINTOCK
14 ft 6 in (4.42 meters) Net Weight: contact factory
OPTIONS:
23K Gold Leaf Highlights **\$4,500.00**
Custom Raised Aluminum Lettering **\$550.00**
Custom Dial Lettering (text only) **n/c**

LODGE - 2-DIAL \$15,145.00

PART# PSTCLK-LODGE
9 ft 3 in (2.82 meters) Net Weight: 175 lbs (80 kg)
OPTIONS:
23K Gold Leaf Highlighting **\$2,300.00**
Custom Dial Lettering (text only) **n/c**
Includes Control



Electric Time Post Clock Price List



SMALL O.B. MCCLINTOCK - 4-DIAL * \$22,900.00

PART# PSTCLK-SM4MCCLINTOCK
11 ft 4.5 in (3.47 meters) Net Weight: contact factory
OPTIONS:
23K Gold Leaf Highlights **\$3,800.00**
Custom Raised Aluminum Lettering **\$350.00**
Custom Dial Lettering (text only) **n/c**

O.B. MCCLINTOCK - 2-DIAL * \$19,959.00

PART# PSTCLK-2MCCLINTOCK
13 ft 7 in (4.14 meters) Net Weight: contact factory
OPTIONS:
23K Gold Leaf Highlights **\$2,800.00**
Custom Dial Lettering (text only) **n/c**



LARGE WASHINGTON - 4-DIAL * \$27,937.00

PART# PSTCLK-WASHINGTON
16 ft 7 in (5.1 meters) Net Weight: contact factory
OPTIONS:
23K Gold Leaf Highlights **\$6,500.00**
Custom Raised Aluminum Lettering **n/c**
Custom Dial Lettering (text only) **n/c**

LARGE POCKET WATCH - 2-DIAL * \$20,350.00

PART# PSTCLK-LG2POCKET
15 ft 8 in (4.80 meters) Net Weight: contact factory
OPTIONS:
23K Gold Leaf Highlights **\$5,500.00**
Custom Raised Saddle Lettering **\$90.00**
Custom Dial Lettering (text only) **n/c**



SMALL WASHINGTON - 4-DIAL * \$18,942.00

PART# PSTCLK-WASHINGTON-SM4
11 ft 5 in (3.5 meters) Net Weight: contact factory
OPTIONS:
23K Gold Leaf Highlights **\$4,800.00**
Custom Raised Aluminum Lettering **n/c**
Custom Dial Lettering (text only) **n/c**

SMALL POCKET WATCH - 2-DIAL * \$14,571.00

PART# PSTCLK-SM2POCKET
10 ft 10 in (3.30 meters) Net Weight: contact factory
OPTIONS:
23K Gold Leaf Highlights **\$3,500.00**
Custom Raised Saddle Lettering **\$90.00**
Custom Dial Lettering (text only) **n/c**

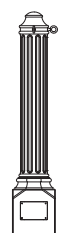
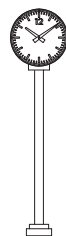


MODERNE - 4-DIAL \$16,545.00

PART# PSTCLK-4MODERN
12 ft 5 in (3.78 meters) Net Weight: contact factory
OPTIONS:
Custom Dial Lettering (text only) **n/c**
Includes control

MODERNE - 2-DIAL \$8,040.00

PART# PSTCLK-MODERN
10 ft 9.5 in (3.29 meters) Net Weight: contact factory
OPTIONS:
Custom Dial Lettering (text only) **n/c**
Includes Control

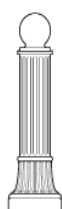


HOWARD STYLE BOLLARD \$10,300.00

PART# CAST-BOLLARD-HOWRD-ALUM-SET
4 ft 1 in (1.24 meters) Net Weight: 40 lbs (18 kg)
OPTIONS:
23K Gold Leaf Highlights **\$730.00**
Chain & Fasteners 32 ft 0 in (9.75 Meters) **n/c**

WEBBER - 2-DIAL \$10,554.00

PART# PSTCLK-WEBBER
10 ft (3.05 meters) Net Weight: contact factory
OPTIONS:
23K Gold Leaf Highlights **\$3,500.00**
Custom Dial Lettering (text only) **n/c**
Includes Control

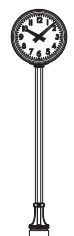


CELEBRATION BOLLARD \$6,993.00

PART# CAST-BOLLARD-CELEB-ALUM-SET
3 ft 7 in (1.09 meters) Net Weight: 40 lbs (18 kg)
OPTIONS:
Iron at no additional cost
23K Gold Leaf Highlights **\$730.00**
Chain & Fasteners 32 ft 0 in (9.75 Meters) **n/c**

VINTAGE - 2-DIAL \$11,650.00

PART# PSTCLK-VINTAGE
12 ft (3.66 meters) Net Weight: contact factory
OPTIONS:
23K Gold Leaf Highlights **\$1,500.00**
Reset Control (located remotely) **\$1,245.00**
Custom Dial Lettering (text only) **n/c**

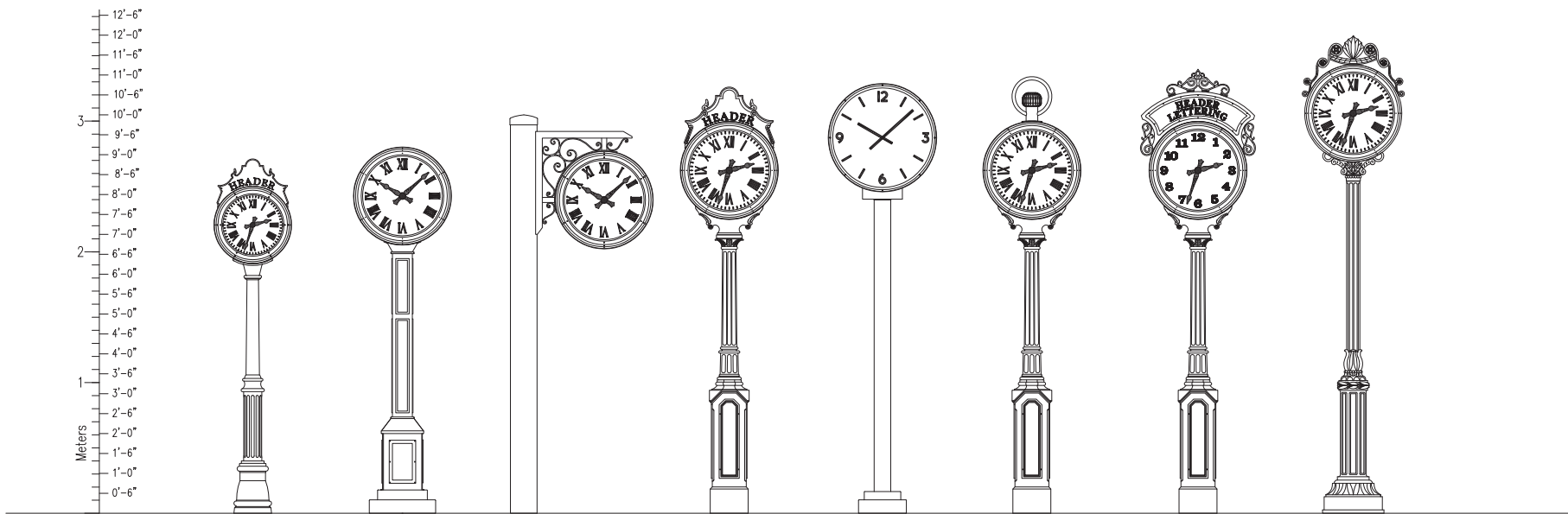


Chimes available - please inquire
* Control in base and GPS receiver included.

Prices include stainless steel anchor rods.

Standard Power requirements: 115 Volts, 60 Hertz, other voltages and frequencies are available.

All orders are subject to Electric Time Company, Inc.'s Standard Terms and Conditions in effect at the time of order.



Courtyard
Detail A-8340
Foundation A-15161

Lodge
Detail A-15977
Foundation A-15978

Webber
Detail A-13964-RND
Foundation A-13964-2

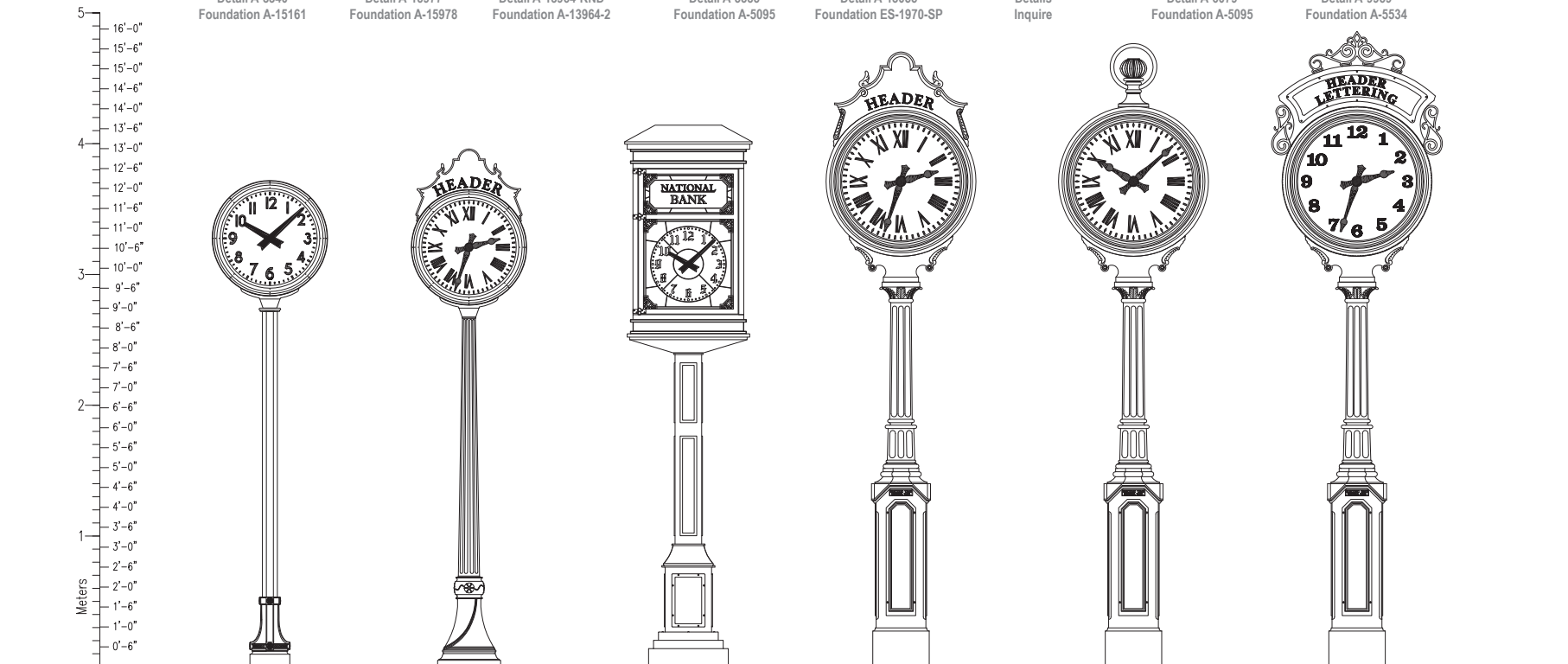
Small Howard
Detail A-5585
Foundation A-5095

Moderne
Detail A-13055
Foundation ES-1970-SP

Small Pocket Watch
Details
Inquire

Small Howard - Illuminated Header
Detail A-6079
Foundation A-5095

Provident
Detail A-9959
Foundation A-5334



Vintage
Detail A-15027
Foundation A-15037

French Quarter
Detail A-5588
Foundation A-4336

O.B. McClintock 2 Dial
Detail A-12340
Foundation A-12338

Large Howard
Detail A-5591
Foundation A-6570

Large Pocket Watch
Detail A-15976
Foundation A-6570

Large Howard - Illuminated Header
Detail A-6823
Foundation A-6570

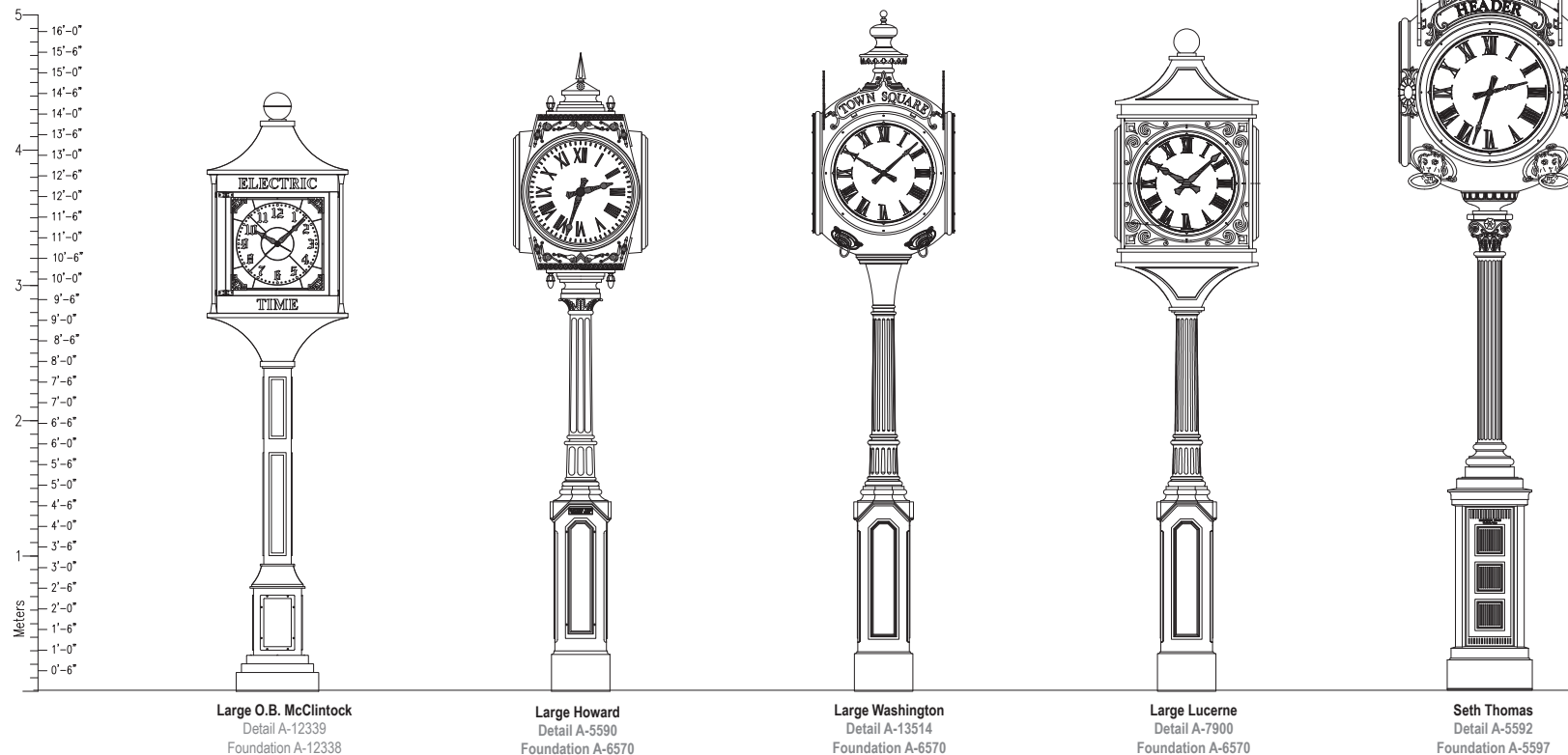
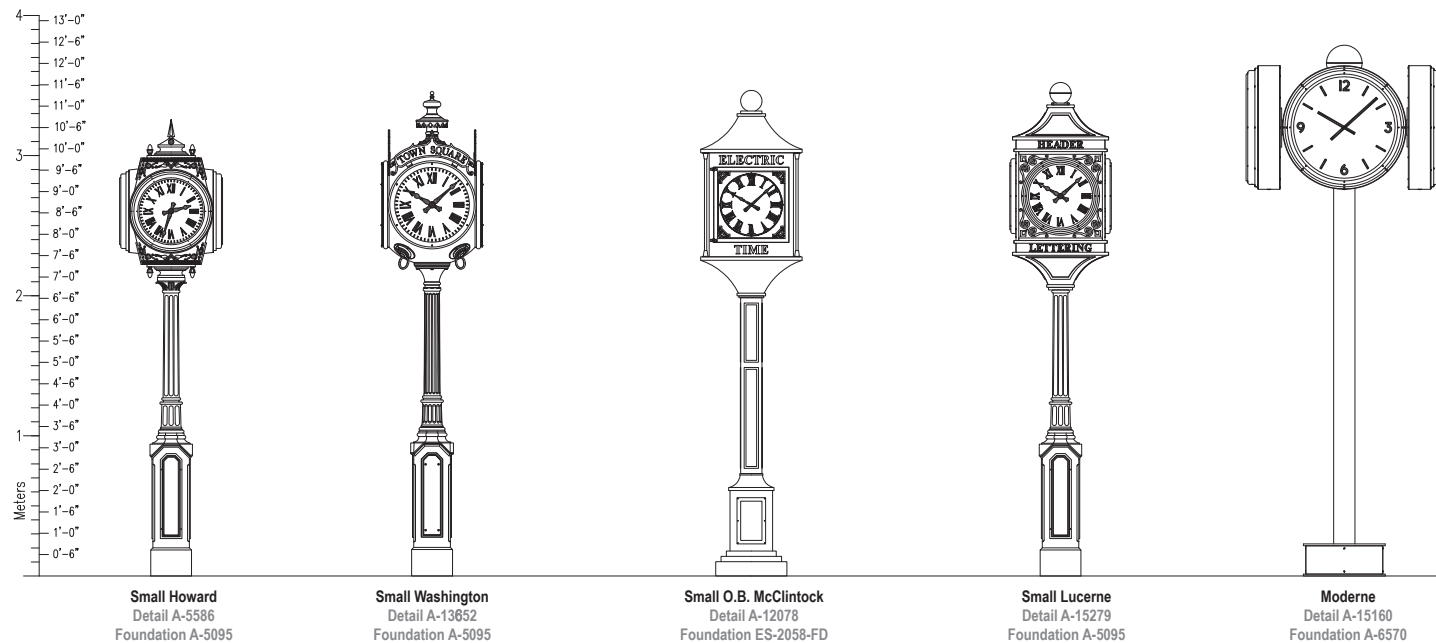
97 West Street, Medfield, MA 02052 USA
p: 508.359.4396 f: 508.359.4482
e: sales@electrictime.com
1.800.531.2562 (USA and Canada only)
www.electrictime.com

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Designing Time®

electric time
company, inc.

2 Dial Street Clocks



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 e: sales@electrictime.com
 1.800.531.2562 (USA and Canada only)
 www.electrictime.com

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Designing Time®

electric time[™]
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4 Dial Street Clocks



2215 29th St. SE, Suite B-4
Grand Rapids, MI 49508
616-245-8888
karenm@Lumichron.com

ESTIMATE

Date **2/23/2023**
Order # **22810**

Billing Address

Riley Kennedy
City of Willmar
333 6th St. S.W.
Willmar, MN 56201

Shipping Address

Downtown Willmar MN

Terms: 65% deposit due		Estimated Date of Completion 5/26/2023		
Description		Qty	Amount	Total
Email: rkennedy@willmarmn.gov Phone: 320-894-8389 Project: City of Willmar Downtown				
LUMICHRON E HOWARD PLUS Exterior double-face Post Clock		1.00	11,540.00	11,540.00
A 38-inch diameter x 10-inch deep, double-faced, fully enclosed all cast aluminum head with decorative plate panels to be customized as noted below, and a cast aluminum post, overall height 14'0", with powdercoat finish in Hammer Black or Forest Green (please specify) with gold pin-stripping accents. For bolt-down installation; bolts and template fixture provided in advance. Each clock face includes: ~Tempered Glass Crystals ~Unbreakable sign-grade UV protected translucent white polycarbonate Dials. ~Back-lit illuminated dial with warm-white LED's, long-life ~Standard Roman Dial design with Gothic Spade hands (or other, please specify) ~Header and Footer panels can be customized with your text, in gold leaf vinyl or dimensional lettering option as noted below. ~A 24-volt impulse-drive Type Nu-90t Movement, each connects to the controller via a low voltage wire. The clock is supplied with one (1) fully automatic Clock Controller, type HN-61, GPS Antenna included (resets automatically for power interruptions and Daylight Saving Time changes, with 7-year lithium battery back-up), quartz-time based and wired to the clock with a low-voltage 24v wire (18-4 gauge). Timekeeping equipment made in Switzerland by Mobatime. Controller also turns illumination on at dusk and off at dawn. Keep controller away from water or moisture (voids warranty). Controller is to be located in base of clock and is mounted in a water-resistant NEMA box, furnished with a 7' cord and plug (120v outlet).120v/60hz primary voltage. Not Included: Clock Installation, Footing, or Installation of footing. Crated, FOB Grand Rapids, Michigan, USA.				
Estimated Shipping / Freight Charges; exact amount to be adjusted on final invoice. Note regarding delivery: You will need a loading dock or a forklift to receive this clock. It must be delivered on a box truck (not a smaller liftgate truck, as post is too tall/long). Gross weight 830 lbs. 2 crates 1) 36x29x124, 625 lbs. and 2) 44x44x20, 205 lbs. Freight estimate does not include limited access, construction site, residential, or rural addresses.		1.00	1,380.00	1,380.00
Optional, additional. Cast Bronze Plaque, for dedication/memorial/etc. 4" x 8". Larger plaques quoted on request.		1.00	285.00	285.00
TOTAL				\$ 13,205.00
Lumichron Warranty and Terms of Sale: TERMS: 65% of the total is due as deposit. Our receipt of this downpayment will initiate your order. The balance is due at time of project shipment. DELIVERY/completion: Allow appx 12 weeks. SALES TAX NOTE: Purchaser is responsible for Sales Tax. The price of our product excludes sales tax outside the State of Michigan. CREDIT CARD PAYMENTS: Add 3% to your balance due. NOTE: Quoted Prices Are Valid for 60 Days.. WARRANTY : Two years on all parts and workmanship, does not include: service, labor or shipping costs, from date of delivery. See next page for details.				
Page 1		TOTAL \$ 13,205.00		

Thank you for the opportunity to provide this quote!

ESTIMATE

Date **2/23/2023**
Order # **22810**

Billing Address

Riley Kennedy
City of Willmar
333 6th St. S.W.
Willmar, MN 56201

Shipping Address

Downtown Willmar MN

	Terms: 65% deposit due	Estimated Date of Completion 5/26/2023	
Description	Qty	Amount	Total
WARRANTY : Two (2) years on all parts and workmanship, does not include: service, labor or shipping costs, from date of delivery. The Products are warranted against any defects in material and workmanship for a period of 24 months as of the date of delivery. Interventions within the warranty do not imply extension of its duration. Concerning the software products, Seller only warranties their conformity insofar they have been installed according to Seller's specifications. Buyer alone assumes all responsibilities, other than conformity to the specifications, especially those concerning the adequacy of the software to his needs, the utilization of the software, and the qualifications and competence of his staff. Seller does not warranty that the Products will work without the interruptions and errors which may appear within this type of product under normal conditions of use. Within this warranty, the only responsibility of Seller is, at his choice, to replace free of charge or repair the Product of the element recognized as defective by his services, and which shall have been returned post-paid to Factory. Travel, postage and shipping charges, costs of installation, disassembly, and re-installation, and other similar charges, are at the expense of the Buyer. Warranty applies only to normal conditions of use of the systems. Excluded from Seller's warranty are (1) defects and deterioration from wear and tear, or external accidents (false assembly, defective maintenance, abnormal use, exposure to the elements, repairs or modifications affected without Seller's agreement, etc.), or from a modification of the Product neither foreseen nor specified by Seller; (2) visible defects, of which Buyer must avail himself immediately upon receipt of product (3) saving of data and programs, their re-installation after repair being at the expense of the Buyer; (4) direct, indirect or consecutive damage to Buyer or third parties as a result of the utilization of the Products; (5) possible damage caused to the Products or components during transportation; (6) accidents of persons, loss of revenue, etc. (7) the batteries, accumulators, lamps. There is no guarantee or warranty or liability except as here stated. INSTALLATION: Our warranty does not include the installation of our clocks unless performed by Lumichron. If Movement and Controller fail due to exposure to water or moisture (which can occur if there is incorrect installation of cover box) it is not covered by our warranty nor the manufacturer's warranty. The standard protocol for electrical and electronic equipment is: Keep away from moisture or water, or places where it could come in contact with water or moisture. Use a licensed electrician for installation and primary electrical connections. IF ORDER IS TO BE SHIPPED OUTSIDE THE UNITED STATES: Customer/Purchaser is responsible for import clearance costs including but not limited to: customs fees, broker fees, in-bound fees, customs, duties, taxes. RETURNS Since most of our clocks are custom-built, in general, returns are not accepted.			



2215 29th St. SE, Suite B-4
Grand Rapids, MI 49508
616-245-8888
karenm@Lumichron.com

ESTIMATE

Date **2/23/2023**
Order # **22811**

Billing Address

Riley Kennedy
City of Willmar
333 6th St. S.W.
Willmar, MN 56201

Shipping Address

Downtown Willmar MN

Terms: 65% deposit due		Estimated Date of Completion 5/26/2023		
Description		Qty	Amount	Total
Email: rkennedy@willmarmn.gov Phone: 320-894-8389 Project: City of Willmar Downtown LUMICHRON "E. Howard" Model 2-Way Post Clock includes: A 30-inch diameter x 10-inch deep double-faced, fully enclosed all cast-aluminum head, overall height 11'7" including header panel. Features decorative plate panel with lettering, and post; for bolt-down installation; powdercoat finish in Hammered Black (or your color of choice, additional cost for special order powder colors) with gold pin-stripping accents. Bolt-down installation, bolts, and template provided in advance. Each clock face includes: ~Tempered Glass Crystals ~Unbreakable sign-grade UV protected translucent white polycarbonate Dials. ~Back-lit illuminated dial with warm-white LED's, long-life ~Dial design: to be specified ~Hour and minute Hand design: to be specified ~Header Panel - with optional lettering (in gold): ~A 24-volt impulse-drive Type Nu-90t Movement, each connects to the controller via a low voltage wire. The clock is supplied with one (1) fully automatic Clock Controller, type HN-61, GPS Antenna included (resets automatically for power interruptions and Daylight Saving Time changes, with 7-year lithium battery back-up), quartz-time based and wired to the clock with a low-voltage 24v wire (18-4 gauge). Timekeeping equipment made in Switzerland by Mobatime. Controller also turns illumination on at dusk and off at dawn. Keep away from water & moisture (voids warranty). Controller is to be located in base of clock and is mounted in a water-resistant NEMA box, furnished with a 7' cord and plug (120v outlet).120v/60hz primary voltage. NOTE: To be used with a surge protector device, not included, purchase separately Not Included: Clock Installation, Footing, or Installation of footing. Crated, FOB Grand Rapids, Michigan, USA. Estimated Shipping / Freight Charges; exact amount to be adjusted on final invoice. Note regarding delivery: You will need a loading dock or a forklift to receive this clock. Shipping crate dimensions 72 x 36 x 94 Gross Weight 457 lbs.Freight estimate does not include limited access, construction site, residential, or rural addresses. Optional, additional. Cast Bronze Plaque, for dedication/memorial/etc. 4" x 8". Larger plaques quoted on request.		1.00	9,045.00	9,045.00
		1.00	825.00	825.00
		1.00	285.00	285.00
TOTAL				\$ 10,355.00
Lumichron Warranty and Terms of Sale: TERMS: 65% of the total is due as deposit. Our receipt of this downpayment will initiate your order. The balance is due at time of project shipment. DELIVERY/completion: Allow appx 12 weeks. SALES TAX NOTE: Purchaser is responsible for Sales Tax. The price of our product excludes sales tax outside the State of Michigan. CREDIT CARD PAYMENTS: Add 3% to your balance due. NOTE: Quoted Prices Are Valid for 60 Days.. WARRANTY : Two years on all parts and workmanship, does not include: service, labor or shipping costs, from date of delivery. See next page for details.				
Page 1 Thank you for the opportunity to provide this quote!		TOTAL \$ 10,355.00 Page 199 of 210		



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Grand Rapids, MI 49508
616-245-8888
karenm@Lumichron.com

ESTIMATE

Date **2/23/2023**
Order # **22811**

Billing Address

Riley Kennedy
City of Willmar
333 6th St. S.W.
Willmar, MN 56201

Shipping Address

Downtown Willmar MN

	Terms: 65% deposit due	Estimated Date of Completion 5/26/2023	
Description	Qty	Amount	Total
WARRANTY : Two (2) years on all parts and workmanship, does not include: service, labor or shipping costs, from date of delivery. The Products are warranted against any defects in material and workmanship for a period of 24 months as of the date of delivery. Interventions within the warranty do not imply extension of its duration. Concerning the software products, Seller only warranties their conformity insofar they have been installed according to Seller’s specifications. Buyer alone assumes all responsibilities, other than conformity to the specifications, especially those concerning the adequacy of the software to his needs, the utilization of the software, and the qualifications and competence of his staff. Seller does not warranty that the Products will work without the interruptions and errors which may appear within this type of product under normal conditions of use. Within this warranty, the only responsibility of Seller is, at his choice, to replace free of charge or repair the Product of the element recognized as defective by his services, and which shall have been returned post-paid to Factory. Travel, postage and shipping charges, costs of installation, disassembly, and re-installation, and other similar charges, are at the expense of the Buyer. Warranty applies only to normal conditions of use of the systems. Excluded from Seller’s warranty are (1) defects and deterioration from wear and tear, or external accidents (false assembly, defective maintenance, abnormal use, exposure to the elements, repairs or modifications affected without Seller’s agreement, etc.), or from a modification of the Product neither foreseen nor specified by Seller; (2) visible defects, of which Buyer must avail himself immediately upon receipt of product (3) saving of data and programs, their re-installation after repair being at the expense of the Buyer; (4) direct, indirect or consecutive damage to Buyer or third parties as a result of the utilization of the Products; (5) possible damage caused to the Products or components during transportation; (6) accidents of persons, loss of revenue, etc. (7) the batteries, accumulators, lamps. There is no guarantee or warranty or liability except as here stated. INSTALLATION: Our warranty does not include the installation of our clocks unless performed by Lumichron. If Movement and Controller fail due to exposure to water or moisture (which can occur if there is incorrect installation of cover box) it is not covered by our warranty nor the manufacturer’s warranty. The standard protocol for electrical and electronic equipment is: Keep away from moisture or water, or places where it could come in contact with water or moisture. Use a licensed electrician for installation and primary electrical connections. IF ORDER IS TO BE SHIPPED OUTSIDE THE UNITED STATES: Customer/Purchaser is responsible for import clearance costs including but not limited to: customs fees, broker fees, in-bound fees, customs, duties, taxes. RETURNS Since most of our clocks are custom-built, in general, returns are not accepted.			
Page 2			
Thank you for the opportunity to provide this quote!		Page 200 of 200	



POST CLOCK ORDER FORM

THE VERDIN COMPANY
444 READING ROAD | CINCINNATI, OHIO 45202
PHONE: (513) 241-4010 | TOLL FREE: 800-543-0488 | WWW.VERDIN.COM

DATE: _____

SOLD TO: **City of Willmar**
CONTACT: **Riley Kennedy**
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____
PHONE: _____ EMAIL: _____

INSTALL AT: **City of Willmar**
CONTACT: **Riley Kennedy**
ADDRESS: **333 Southwest Sixth Street**
CITY: **Willmar**
STATE: **MN** ZIP: **56201**
PHONE: **(320)235-4913** EMAIL: _____

POST CLOCK MODEL				QTY.	NOTES
TWO-FACE	<u>4U</u>	<u>Georgetown</u>		1	
FOUR-FACE	_____	_____			
COURTYARD	_____	_____			
DIAL FACE	<u>Arabic</u>	_____			
CLOCK COLOR	<u>Black</u>	_____			
ACCENT PAINTING	<u>Gold</u>	_____			
CUSTOM HEADER	<u>X</u>	<u>City of Willmar</u>		1	
BOTTOM PANEL SET	_____	_____			
RAISED LETTERING	_____	_____			
CUSTOM PLAQUE	_____	_____			
BRONZE	_____	_____			
BRASS	_____	_____			
CUSTOM LIGHTING	_____	_____			
VERDIN MASTER CLOCK CONTROLLER					
MCC3	<u>X</u>	GPS INTERFACE	<u>X</u>	1	
TOWN CRIER CARILLON with SPEAKERS					
CARILLON	_____	REMOTE	_____		
CUSTOM CLOCK	_____				
CLOCK RESTORATION					
OTHER OPTIONS					
INSTALLATION					Lead time for Verdin installation is approximately 30-45 days following shipment.
FREIGHT					See Section 5 of Terms & Conditions regarding customer responsibilities for electrical wiring, foundation, offloading, hoisting equipment, etc.
EST. MANF. LEAD TIME					
All delivery dates subject to final acceptance by The Verdin Co.				"X" Below To Accept Option	Option Cost
Option #1					
Option #2					
Option #3					
Specify Other Payment Terms Below					
Customer to provide sales tax exemption certificate if applicable.					

SUBTOTAL (excluding tax)*		\$21,909.00
Estimated Taxes. (Actual Taxes to be Calculated at Invoicing)		
Deposit (50% w/Order)*		\$10,954.50
BALANCE DUE UPON SHIPMENT*		\$10,954.50

*Add cost of accepted options to total purchase price and deposit.
PURCHASER RESPONSIBLE FOR ALL TAXES.

Purchaser _____

Sales Representative _____

Signature _____

By signing, Purchaser acknowledges that it has read and accepted the attached Additional Terms & Conditions which are incorporated into this Order.

Signature _____

Order not binding until signed by authorized Verdin representative.

Date _____

Title _____ Date _____

ADDITIONAL TERMS AND CONDITIONS OF PURCHASE AGREEMENT

1. **PURCHASE PRICE AND PAYMENT TERMS.** The total purchase price paid by Purchaser under this Agreement shall be the amount shown on the Order Form plus the price of any Options accepted by Purchaser (the Purchase Price). Payment by Purchaser to Verdin for the Products specified on the Order Form (the Products) shall be made in U.S. dollars. Unless otherwise agreed to by the parties, payment terms are 50% down with Order, with the balance due upon shipment of the Products. In no event shall Verdin be required to begin performance of its responsibilities under this Agreement until it has received the deposit. PLEASE NOTE ALL PRICES ARE SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN 30 DAYS OF SUBMISSION OF CONTRACT.
2. **CHANGE ORDERS.** Verdin, in its discretion, may accept any additions, deletions, or changes to this Agreement without invalidating this Agreement, provided that all such changes are authorized by a written amended purchase order signed by Purchaser and Verdin (the "Change Order"). Such Change Order shall specify any additional charges (or credits) to the Purchaser and the payment terms for such charges. The Change Order shall become effective only upon acceptance by an authorized Verdin representative.
3. **FREIGHT.** Unless otherwise specified on the Order Form, the Purchase Price is F.O.B Verdin's manufacturing facility in Cincinnati, Ohio, and does not include freight charges. Purchaser shall be responsible for all freight charges associated with (i) shipment of the Products to Purchaser, or (ii) shipment of any equipment from Purchaser to Verdin's manufacturing facilities. Such charges shall be added to Purchaser's final invoice.
4. **DELIVERY AND STORAGE OF PRODUCTS.** Verdin shall not be liable for delays in delivery, defaults, or breaches resulting directly or indirectly from flood, fire, strikes, labor disputes, or other items beyond the control of Verdin. If the Purchaser, for any reason other than Verdin's failure to supply the Products in accordance with the terms of this Agreement, requests that Verdin postpone delivery of the Products beyond the Delivery Date, Verdin will store the finished Products for the Purchaser at Verdin's facility free of charge for 30 days after the Delivery Date. After such time, Verdin may charge Purchaser a storage fee of \$250.00 per month for storing the Products.
5. **VERDIN INSTALLATION.** If Purchaser elects to have Verdin install the Products, Verdin shall provide the labor and equipment necessary to complete installation; provided, however, that Purchaser shall provide at its own expense the following items and services: (i) off-loading and safe storage of the Products at the Job Site; (ii) sufficient access (exterior or interior) to the area in which the Products will be installed, including safe ladders or lift equipment with operators; (iii) construction of any platforms, bracing, or other support required to safely secure the area in which the Products will be installed; (iv) design, engineering, and construction of a concrete foundation required for a tower, including provision of mounting bolts according to Verdin's specifications; (v) any cranes, lifts, or hoists required to move or install the Products, including the operators of such equipment; (vi) all necessary electrical wiring in accordance with specifications furnished by Verdin, including all final connections to terminal strips, striker leads, mounting of electrical panels, or splicing of wires; (vii) any permits, licenses, or stamps of engineering approval, and (viii) any necessary civil, structural, or electrical engineering services.
6. **VERDIN-SUPERVISED INSTALLATION.** If Purchaser elects to have Verdin supervise the installation of the Products, Verdin shall be responsible for providing the following items and services required to perform the installation: (i) general supervision and direction at the job site by one Verdin service technician; (ii) programming for all electronic control Products supplied by Verdin; and (iii) final check-off of all Products to confirm proper working order. Purchaser shall be responsible for providing at its own expense the following items and services required to perform the installation: (i) all items specified in Section 5(i)-(viii) above; (ii) all necessary labor, tools, and equipment to perform the installation; and (iii) all preparatory and clean-up work at the job site.
7. **ADDITIONAL INSTALLATION FEES.** If any of the Products cannot be installed on the Installation Date for any reason other than the failure of Verdin to supply the Products in accordance with the terms of this Agreement, Purchaser shall be responsible for paying any additional costs or expenses incurred by Verdin resulting from such delay, including without limitation, the fees or wages of Verdin's installation representatives, travel and lodging/meal costs, equipment rental costs, storage costs, or mobilization costs at the Job Site. If the delay in installation is such that Verdin's service technician(s) is required to return to the Job Site on a future date, Verdin shall charge the Purchaser an additional fee for installation services, and shall notify the Purchaser of such additional fee prior to performing the installation. Purchaser shall also be charged additional installation fees to the extent Verdin is required to provide any of the items or services specified above in Section 5(i)-(viii).
8. **LIMITED WARRANTY.** Verdin warrants each Product to be free from defects in materials and workmanship for three years following the installation, provided that it is maintained in accordance with instructions provided by Verdin. Purchaser's exclusive remedy for any nonconformities or defects in the Products within the warranty period will be limited to the repair or replacement, at Verdin's discretion, of any nonconforming or defective Products upon examination of such Products by Verdin. Verdin shall have a reasonable time to repair or replace any nonconforming or defective Products, including the time for the manufacture of replacement Products or replacement parts for such Products. This warranty is not applicable to any misuse, neglect, or natural disaster, such as lightning or fire. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. **NO LIABILITY FOR DAMAGES.** VERDIN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ECONOMIC LOSS OR LOSS OF PROFITS INCURRED BY PURCHASER IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY VERDIN EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **TAXES.** The Purchase Price does NOT include sales tax or any other tax. Purchaser shall be responsible for paying all sales, use, excise, or other taxes that may apply to the purchase of the Products or other services under this Agreement. Such taxes will be added to Purchaser's final invoice. If Purchaser has a tax exemption certificate, Purchaser will provide it to Verdin upon execution of this Agreement.
11. **LATE FEE.** Verdin reserves the right to charge Purchaser a late payment penalty fee equal to ten percent (10%) of the amount of all invoices that are not paid within thirty (30) days of their due date under this Agreement.
12. **ACCEPTANCE.** This Contract is subject to the approval and acceptance of an authorized representative of the home office of THE VERDIN COMPANY unless otherwise specified.
13. **GOVERNING LAW.** The parties agree that any dispute or default arising from this Agreement shall be governed by the laws of the State of Ohio, and each party agrees to submit to the jurisdiction and venue of the Circuit Court of Hamilton County, Ohio.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.
15. **COUNTERPARTS.** This Agreement may be executed in several counterparts, and all counterparts shall constitute one and the same instrument.

VERDIN



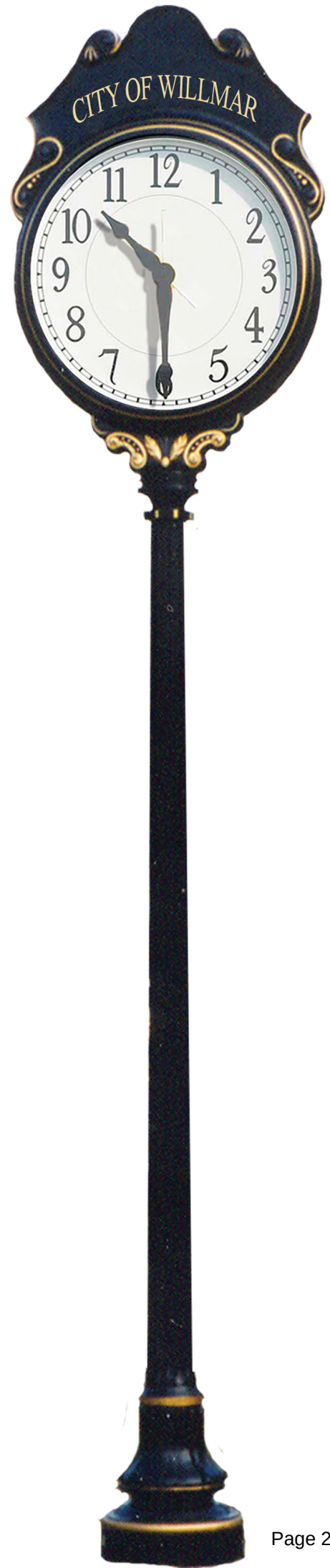
BELLS & CLOCKS
SINCE 1842

RENDERING PREPARED FOR:

City of Willmar
Willmar, MN
Model 4U Black&Gold Rend 1
February 24, 2023

This photo-rendering is an approximation of the Verdin clock on your site and is not intended to be used as final artwork for header text and dial art.

PROPERTY OF THE VERDIN COMPANY
Cincinnati, OH 800-543-0488 verdin.com



Resolution No._____

**A RESOLUTION THAT THE CITY OF WILLMAR WILL PURCHASE THE E HOWARD PLUS CLOCK FOR
\$13,205 FROM LUMICHRON COMMERCIAL CLOCKS.**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, to purchase the E Howard Plus Clock for \$13,205 from Lumichron Commercial Clocks for the downtown streetscape plan, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof.

Dated this 20th day of March, 2023

Mayor

Attest:



City Council Action Request

Council Meeting Date:	March 20, 2023	Agenda Item Number:	9.I.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Discuss future work session calendar		

RECOMMENDED ACTION:

OVERVIEW:

Discuss if the Council would like to set a work session calendar for 2023

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Council Work Session Calendar

Work Session Calendar 2023

Date, Time, Location	Agenda
March 14, 6:30 PM Event/ Civic Center	City Hall/ Community Center
April 10, 6:30 PM Event/ Civic Center	
May 8, 6:30 PM Event/ Civic Center	
June 12, 6:30 PM Event/ Civic Center	
July 10, 6:30 PM Event/ Civic Center	
August 14, 6:30 PM Event/ Civic Center	
September 11, 6:30 PM Event/ Civic Center	
October 9, 6:30 PM Event/ Civic Center	
November 13, 6:30 PM Event/ Civic Center	
December 11, 6:30 PM Event/ Civic Center	
Last Updated	March 6, 2023

Work Session Calendar, Winter 2023

▶ January

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

▶ February

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

▶ March

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

Work Session Calendar, Spring 2023

▶ April

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

▶ May

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

▶ June

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

Work Session Calendar, Summer 2023

▶ July

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

▶ August

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

▶ September

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

Work Session Calendar, Fall 2023

► October

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

► November

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

► December

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