WILLMAR CITY COUNCIL MEETING

MONDAY, JUNE 5, 2023 @ 6:30 PM

BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING

2200 – 23rd STREET NE, WILLMAR MINNESOTA

AGENDA

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

   Approve:

   A. City Council Minutes of May 15, 2023
   B. Planning Commission Minutes May 3, 2023
   C. CVB Minutes of April 18, 2023
   D. Police Commission Minutes of May 12, 2023
   E. Municipal Utilities Commission Minutes of May 22, 2023
   F. Parks and Recreation Minutes of April 19, 2023
   G. Accounts Payable Report, 05-10-23 Thru 05-30-23
   H. Consideration of State 1 Day to 4 Day Temporary On-Sale Liquor License Permit-Foxhole Brewhouse Inc.
   I. Accept State of Minnesota Airport Maintenance and Operation Grant
   J. MOU -LELS contract Corrections
   K. Cardinal Arena Zamboni Roof Repair
   L. Public Works Sand Pro Purchase
   M. 2023 Pavement Marking Project
   N. Fitness Park Installation Agreement - Dynamic Resources Inc.
   O. Consider Approving a Labor Agreement Between the City of Willmar and the ASFCME Public Works Unit.

   Information:

6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (Individuals Limited to Three (3) Minutes)
9. Public Hearing:

A. Sale of Industrial Park Land to MB Rail

10. Regular Business

A. Introduction of Amy Nieland, Central Community Transit Executive Director

B. MNDOT - Highway 12 Plan Presentation

C. Reschedule June 19, 2023 City Council Meeting

D. Information Systems Equipment Purchase

E. Sunrise Parking Lot Quotes

F. Epitopix IBDPI Project Change Order No. 1

G. Bolton and Menk Trott Avenue Regional Stormwater Pond Professional Services

H. Professional Services Agreement with Bolton & Menk for Design and Construction of TH 40 Turn Lane Improvements for Willmar Rail Park

I. Introduce Ordinance and Set Public Hearing Date for WMU Land Sale

J. Introduce Ordinance and Set Public Hearing Date for GB-2 Rezone

K. Introduce Ordinance and Set Public Hearing Date to Remove Parking Minimums

11. "Community Pride" Announcements

12. Adjourn

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

May 15, 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 8, Absent 0.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Captain Michael Anderson, Interim Finance Director Bill Fenske, Parks and Recreation Director Rob Baumgarn, Public Works Director Gary Manzer, Human Resource Director LuAnn Sietsema, Community Growth Director Pablo Obregon, Administrative Assistant Brittany Searle, 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, as presented. Council Member Nelsen seconded the motion, which carried unanimously.

City Clerk Thompson reviewed the consent agenda.

A. City Council Minutes of May 1, 2023
B. City Council Work Session Minutes of May 8, 2023
C. Police Commission Minutes of April 21, 2023
D. Planning Commission Minutes of April 19, 2023
E. Municipal Utilities Commission Minutes of May 8, 2023
F. Accounts Payable Report, 04-26-23 Thru 05-09-23
G. Consideration of State Temporary Liquor Permits - Willmar Lakes Rotary Club
H. Consideration of State Temporary Liquor Permit - Willmar Lakes Rotary Club
I. Civic Center Arena Special Event by On-Sale Liquor License Holder Permit—Spurs Corporation
J. **Resolution No. 2023-085 Agreement with Riggs Brothers Construction for a concrete pad at Sperry Park for the fitness court**

Information:

Building Report April 2023

Willmar Financial Reports as of April 30, 2023

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.

Chris Bretvold, Willmar, addressed the Mayor and Council during the Open Forum and spoke against the J.C. Penney site for the city hall/community center project.

At 6:41 p.m. Mayor Reese opened the public hearing for the proposed rezone of 11 parcels located on 2nd Street SE between Olena Avenue SE and Willmar Avenue SE from R-4 (Multi-Family Residential) to GB (General Business). City Administrator Valiant presented various details of the proposed rezoning, including the fact multi-family housing is allowed in the General Business District through a conditional use permit (CUP).

There being no one to speak for or against the proposed rezone, Mayor Reese closed the public hearing at 6:42 p.m. and opened it up for discussion from the Council.

Following discussion, Council Member Shuldes offered a motion to adopt, assign a number, and publish **Ordinance No. 1497 Amending the Willmar Zoning Ordinance.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

At 6:45 p.m. Mayor Reese opened the 2023 Annual Stormwater Hearing. Environmental Specialist Sara Sietsema presented the Annual Stormwater report for MS4 permitting to the Mayor and Council. The primary goal of the MS4 General Permit is to improve water quality by reducing pollutants in stormwater discharges.

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

Council Member Shuldes offered a motion to receive the Annual Stormwater Report for MS4 permitting. Council Member O'Brien seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Administrator Valiant presented a request to approve hiring Tom Odens for the Finance Director position. It was noted there were three highly qualified individuals that applied for the position.

Council Member Shuldes offered a motion to approve hiring Tom Odens as the Finance Director for the City of Willmar. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Mayor Reese and Council Member Fagerlie welcomed Mr. Odens to the City.

TerWisscha Construction Representative Kelly TerWisscha and Willmar Ten Investors Partner Dione Warne presented a site concept of the proposed J.C. Penney building for the new City Hall/Community Center and stated the total project cost would be $18.2 million to $20.7 million. It was noted that technology, furniture, and security are not included in the estimates. City Administrator Valiant stated BKV Group Design and Architectural firm will be presenting their concepts at the June 12, 2023, Council Work Session. This was received for information only.

Kandiyohi County and City of Willmar Economic Development Commission (EDC) Executive Director Aaron Backman presented a request to introduce an ordinance and set a public hearing for June 5, 2023, for the land sale of City property to MB Rail. It was noted the purchase was approved by the Planning Commission on May 3, 2023.

Following discussion, Council Member Asmus offered a motion to **introduce an Ordinance Authorizing the Sale of Real Property to MB Rail,** and set a public hearing for June 5, 2023, at 6:30 p.m. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Kandiyohi County and City of Willmar Economic Development Commission (EDC) Executive Director Aaron Backman presented a request to approve the expenditure of $38,021 from the Willmar Industrial Park Fund for the EDC to undertake Geotechnical, ALTA Survey, Phase I Environmental Assessment, Easement Delineation, and Title Commitment activities. It was noted these activities are needed for obtaining Burlington Northern Santa Fe (BNSF) site certification of 335 acres of City-owned property. This will benefit the present and future development of the Willmar Industrial Park, including encouraging prospects requiring rail access to consider locating in the industrial park.

Following discussion, **Resolution No. 2023-086 A BNSF Certification Activities for a Portion of the Willmar Industrial Park** was introduced by Council Member Nelsen. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Public Works Director Manzer presented a request to enter into a professional services agreement with Bolton and Menk, Inc. for the design and construction services of the 19th Avenue Path Project in the amount of $155,000.

Following discussion, **Resolution No. 2023-087 Awarding the Engineering Professional Services: Project No. 2304-B 19th Avenue Trail to Bolton and Menk, Inc. in the Amount of $155,000** was introduced by Council Member Shuldes. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Information Systems Coordinator Jonah Johnson presented a request to approve the amended computer use policy for the City of Willmar.

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

City Administrator Valiant presented a request to approve the 2023 Non-union (unrepresented) employee pay scale as presented. It was noted the proposed increase is to adjust for the annual cost of living adjustment (COLA) by four (4%) percent for non-union employees to be effective January 1, 2023.

Resolution No. 2023-088 Approve Non-Union Pay Scale for 2023 was introduced by Council Member Shuldes. Council Member O'Brien seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Council Member Asmus offered the following comments: "Shout Out" to Municipal Utilities on receiving the Reliable Public Power Provider Diamond-level designation from the American Public Power Association for providing reliable and safe electric service for the third consecutive time. This is the highest level designation; "Shout Out" to the Police Department and all law enforcement with the recent deaths of four officers within the last month, especially noting Willmar's involvement in assisting Pope County during the death of Deputy Josh Owens, Willmar sent four police officers to Pope County to assist them during this time as they dealt with the loss, and also assisted during the funeral for Officer Owens. Chief Felt has been an officer of Law Enforcement Memorial Association for many years and now serves as Vice President, and is involved in every officer funeral that takes place in the state.

City Administrator Valiant offered the following comments: "Kudos" to the Fire Department and Utilities for their quick response to the recent chlorine leak on County Road 5 without any incidents.

Public Works Director Manzer offered the following comments: Thursday, May 18, 2023, there will be an Open House at the Public Works Garage and urged everyone to attend.

Council Member O'Brien offered the following comments: Municipal Utilities also received the American Public Power Association Certificate of Excellence in Reliability for 2022 award for only 24 minutes/year/person of outages.

Council Member Fagerlie offered a motion to adjourn the meeting, with Council Member Asmus seconding the motion, which carried. The meeting adjourned at 8:38 p.m.

_____
MAYOR

Attest:

_____
SECRETARY TO THE COUNCIL

RESOLUTION NO. 2023-085

RESOLUTION APPROVING THE AGREEMENT WITH RIGGS BROTHERS CONSTRUCTION FOR A CONCRETE PAD AT SPERRY PARK FOR THE FITNESS COURT

Motion By: Ask Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar to approve the agreement with Riggs Brothers Construction in the amount of $15,742 for a concrete pad at Sperry Park for the fitness court.

Dated this 15th day of May, 2023

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-086

A BNSF CERTIFICATION ACTIVITIES FOR A PORTION OF THE WILLMAR INDUSTRIAL PARK

Motion By: Nelsen Second By: Asmus

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Willmar to approve the expenditure of $38,021 from the Willmar Industrial Park Fund for the Kandiyohi County & City of Willmar Economic Development Commission (EDC) to undertake Geotechnical, ALTA Survey, Phase I Environmental Assessment, Easement Delineation, and Title Commitment activities.

Dated this 15th day of May, 2023

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-087

A RESOLUTION AWARDING THE ENGINEERING PROFESSIONAL SERVICES: PROJECT NO. 2304-B 19TH AVENUE TRAIL TO BOLTON AND MENK, INC. IN THE AMOUNT OF $155,000.

Motion By: Shuldes Second By: Ask

BE IT RESOLVED by the City Council of the City of Willmar. A Municipal Corporation of the State of Minnesota, that the bid of Bolton and Menk, Inc. of Willmar, MN for the professional services of Project No. 2304-B 19th Avenue Trail improvement projects is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of $155,000.

Dated this 15th day of May, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-088

APPROVE NON-UNION PAY SCALE FOR 2023

Motion By: Shuldes Second By: O'Brien

WHEREAS, the City of Willmar City Council must approve the pay scale for the Non-Union Employees.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Willmar approve the 2023 Non-Union Employee pay scale as presented.

Dated this 15th day of May, 2023.

/s/ Douglas E. Reese
MAYOR

ATTEST:

/s/ Judy R. Thompson
CITY CLERK

WILLMAR PLANNING COMMISSION
WEDNESDAY, MAY 3RD, 2023
333 6TH STREET SW, CONFERENCE ROOM 1
MINUTES

1. The Willmar Planning Commission met on Wednesday, May 3rd, 2023 at 6:30pm at the City Hall

   Members Present: Chair Jonathan Marchand, Vice-chair Kelsey Vosika, Yvon Fils-Aime, Christopher Buzzeo, John Christianson and Steve Dresler.

   Members Absent: Stacy Holwerda.

   Others Present: Director Justice Walker, City Planner Guilherme Motta, Jeniffer Kotila, Justin Paffrath, Adam Gregory, Jesse Trevino and Paul Borgerding.

2. Chair Marchand called for order at 6:30pm. He started with the review of minutes from April 19th. Commissioner Dresler asked for a correction in the item 3, changing apartments for homes. Commissioner Dresler motioned to approve with the correction, and Commissioner Vosika seconded. All members present voted aye to approve. The motion was approved.

   Director Walker mentioned that items 4 and 5 from the agenda will be moved to the next meeting due to the notices couldn't be delivered properly for the Public Hearing.

3. WELDING SCHOOL REMODELING 2400 TROTT AVE SW, PLAN REVIEW.

Director Walker gave an overview of the project. He explained it will be a commercial remodel. Permeable pavers would be acceptable. Staff recommended approval. Commissioner Dresler mentioned that it is important for engineering to define what the difference is between class 5 and permeable pavers. Director Walker explained the standard for paving parking lots and the difference if it was a new construction and not a remodel. Commissioner Dresler confirmed that only the parking spaces will be paved. Director Walker confirmed that they will keep hazardous material stored. Trevino explained water usage will not change, they are only building new restrooms.

Staff Recommendation:
Staff recommended in favor of the approval for the Welding School Remodeling plan review.

Commissioner Fils-Aime motioned to approve, and Commissioner Christianson seconded. Marchand, Vosika, Buzzeo and Dresler voted aye. The motion was approved.

4. ZONING TEXT AMENDMENT – GB / AP RENTALS

Director Walker explained the item was moved to the next meeting, but Mr. Borgerding and Mr. Gregory will overview the proposal as they are present today. Mr. Borgerding explained they will be remodeling the house for commercial and residential purposes and want to build a deck

in front. They explained that almost all the properties in the 1st St S already have front setbacks shorter than demanded for the current ordinance. City Planner Motta explained that tighter front setbacks are more conducive for creating a walkable pedestrian scale district.

No vote was taken.

5. ITEM SKIPPED.

6. **MB RAIL PURCHASE AGREEMENT**

Director Walker explained the proposal for the development in the industrial district. The development will be a subdivision for one lot and in the future the lot will be subdivided into more lots as businesses locate in the rail park. He explained that the purchase agreement needed to be approved by the Planning Commission prior to the Council approval.

Staff recommended in favor of the approval for the MB RAIL Purchase Agreement.

Commissioner Buzzeo motioned to approve, and Commissioner Fils-Aime seconded. Marchand, Vosika, Christianson and Dresler voted aye. The motion was approved.

7. **PRELIMINARY MAJOR SUBDIVISION – TINY HOME**

Director Walker gave an overview of the project and clarified that all changes may be suggested in the preliminary plat and then, both preliminary and final plat could be approved in the same meeting. Mr. Paffrath commented on the project. Commissioner Dresler commented about the 400sf not considering the exterior walls, only inside it. Commissioner Christianson asked if the tiny homes need to follow the building code. Director Walker explained that tiny homes are subject to appendix Q in the building code. Director Walker stated that he would send over materials for review for the planning commission to make their decision. Mr. Paffrath mentioned that they are having soil issues and the project may be delayed due to some issues. No more questions.

8. MISCELLANNY

Director Walker explained the timeline for the Tiny Home approval. It will be a major subdivision, a PUD will be required, and a Public Hearing will be scheduled. Walker said that Keupers project will come for Planning Commission in June and it will be a minor subdivision and a CUP. He also commented on the creation of a new zoning district, I-3, for the Rail Park development. Les Schwab Tires Center will be a minor subdivision and will be presented to the Planning Commission soon. Walker also updated about the Lakeland apartment units.

9. <u>ADJOURN</u>

Commissioner Dresler motioned to adjourn at 7:44. Seconded by Commissioner Fils-Aime. The motion carried. With no further business, the meeting was adjourned.

Minutes presented by City Planner Guilherme Motta

2020 MINNESOTA BUILDING CODE (IBC)

THE FOLLOWING ARE SOME BUILDING CODE REQUIREMENTS

CHAPTER 3 | USE AND OCCUPANCY CLASSIFICATION

304 BUSINESS B

307.1(1)FLAMMABLE GAS
THE QUANTITY IN USE AND IN STORAGE CAN NOT EXCEED THE BASIC ALLOWABLE AMOUNT OF 1,000 FT3 PER CONTROL AREA. THE MAX QUANTITY CAN BE DOUBLE IN SIZE IF WHEN STORED IN APPROVED STORAGE CABINETS OR GAS ROOM PER IFC 5003.9.10
MUST CONFORM WITH MN BUILDING CODE 414 AND 416 AND IFC

CHAPTER 4 | SPECIAL DETAILED REQUIREMENTS BASED ON USE AND OCCUPANCY

TABLE 414.2.2 DESIGN AND NUMBER OF CONTROL AREAS
4 CONTROL AREAS PER STORY

414.3 VENTILATION
SHALL CONFORM WITH IFC AND IMC

CHAPTER 5 | GENERAL BUILDING HEIGHTS AND AREAS

503.3 ALLOWABLE HEIGHT OF BUILDING

OCCUPANCY CLASSIFICATION	TYPE OF CONST.	NON-SPRINKLED	HEIGHT
B	II-B		40

504.4 ALLOWABLE NUMBER OF STORIES ABOVE GRADE

OCCUPANCY CLASSIFICATION	TYPE OF CONST.	NON-SPRINKLED	NO. OF STORIES
B	II-B		2

506 BUILDING AREA

506.02 ALLOWABLE AREA FACTOR

OCCUPANCY CLASSIFICATION	TYPE OF CONST.	NON-SPRINKLED
B	II-B	9,000

506.2.1 SINGLE OCCUPANCY ONE STORY

509 INCIDENTAL USE AREAS

STORAGE ROOMS OVER 100SQ FEET — 1HR OR SPRINKLED

CHAPTER 6 | TYPE OF CONSTRUCTION

TABLE 601 FIRE RATING REQT — V-B
STRUCTURAL FRAME — 0 HR
BEARING WALLS — 0 HR
NON BEARING WALLS — 0 HR
FLOOR CONSTRUCTION — 0 HR
ROOF CONSTRUCTION — 0 HR

TABLE 602 DISTANCE TO EXTERIOR WALLS
1HR IF LESS THAN 30 FEET TO A PROPERTY LINE

CHAPTER 7 | FIRE AND SMOKE PROTECTION FEATURES

707 FIRE BARRIERS
SHALL EXTEND FROM THE TOP OF THE FLOOR TO THE UNDERSIDE OF THE DECK ABOVE.

708 FIRE PARTITIONS

714 PENETRATIONS

716 OPENING PROTECTIVES

TABLE 716.1(2) TYPE OF ASSEMBLY — RATING — DOOR OR SHUTTER RATING

FIRE BARRIERS

717 DUCTS AND TRANSFER OPENINGS
LESS THAN 3HR — 30MIN RATING
GREATER THAN 3HR — 3HR RATING

717.5 WHERE REQUIRED (DAMPERS)

717.5.2 FIRE BARRIERS
EXCEPTION 3

CHAPTER 8 | INTERIOR FINISHES

803.1.2 CLASS A: FLAME SPREAD INDEX 0-25; SMOKEDEVELOPED INDEX 0-450
CLASS B: FLAME SPREAD INDEX 26-75; SMOKEDEVELOPED INDEX 0-450
CLASS C: FLAME SPREAD INDEX 75-200; SMOKEDEVELOPED INDEX 0-450

803.13

INTERIOR WALL AND CEILING FINISH	SPRINKLED BUILDING	UNSPRINKLED
VERTICAL EXITS AND EXIT PASSAGEWAYS	B	A
CORRIDOR	C	B
ROOMS	C	C

804.4.2 FLOORS
CLASS II IN GROUPS B
EXCEPTION: CLASS II PERMITTED IN CLASS I AREAS WITH AUTOMATIC SPRINKLER SYSTEM.

CHAPTER 9 | FIRE PROTECTION SYSTEMS

903 AUTOMATIC SPRINKLING SYSTEMS
AN AUTOMATIC SPRINKLING SYSTEM IS NOT REQUIRED.

906.3.1 MAX TRAVEL DISTANCE TO PORTABLE FIRE EXTINGUISHER
75 FEET

907 FIRE ALARM SYSTEM
IS NOT REQUIRED

CHAPTER 10 | MEANS OF EGRESS

1004.5 & TABLE OCCUPANT LOAD

OCCUPANCY LOAD TABLE

	TOTAL SF	RATING (NET OR GROSS)	OCCUPANCY	EXITS
CLASSROOM	760	20 NET	38	1
WELDING	1548	50 NET	31	1
GAS ROOM	114	500	1	1
UNUSED	3264	20	164	2
SUBTOTAL	5686		234	2
NEIGHBOR	3214			
TOTAL	8900			

1006 NUMBER OF EXITS

1006.2.1 COMMON PATH OF TRAVEL

1008 MEANS OF EGRESS ILLUMINATION
MINIMUM OF ONE FOOTCANDLE AT FLOOR, POWERED BY EMERGENCY POWER.

1011 STAIRWAYS

1012 RAMPS

1013 EXIT SIGNS

1014 HANDRAILS

1015 GUARDS

1016 EXIT ACCESS

1017 TRAVEL DISTANCE TO EXIT
TABLE 1017.2 B OCCUPANCY 300'-0" MAX. W/SPRINKLER

1027 EXTERIOR EXIT STAIRS & RAMPS

CHAPTER 12 | INTERIOR ENVIRONMENT

CHAPTER 13 | ENERGY EFFICIENCY

CHAPTER 14 | EXTERIOR WALLS

CHAPTER 15 | ROOF ASSEMBLY
1502 ROOF DRAINAGE

CHAPTER 16 | STRUCTURAL DESIGN

CHAPTER 29 | PLUMBING

CHAPTER 33 | SAFEGUARDS DURING CONSTRUCTION

2020 MINNESOTA CONSERVATION CODE FOR EXISTING BUILDINGS

CHAPTER 3 | COMPLIANCE METHODS

301.2 REPAIRS
COMPLY WITH CHAPTER 4.

301.3.1 PRESCRIPTIVE COMPLIANCE METHOD
COMPLY WITH CHAPTER 5.

301.5 ACCESSIBILITY
COMPLY WITH MN RULES CHAPTER 1341, MN ACCESSIBILITY CODE.

302 GENERAL PROVISIONS

302.4 EXISTING MATERIALS
EXISTING MATERIALS THAT WERE APPROVED WHEN THE BUILDING WAS BUILT MAY REMAIN AS LONG AS THE BUILDING OFFICIAL DOES NOT DETERMINE THAT THEY ARE UNSAFE.

302.5 NEW MATERIALS
NEW MATERIALS SHALL CONFORM WITH CODE FOR NEW CONSTRUCTION. MATERIALS LIKE ORIGINAL MATERIALS MAY BE USED FOR REPAIR AND ALTERATIONS, PROVIDED THAT UNSAFE CONDITIONS ARE NOT CREATED. HAZARDOUS MATERIALS NOT PERMITTED IN THE CODE FOR NEW CONSTRUCTION CAN NOT BE USED.

CHAPTER 4 | REPAIRS

401.2 WORK SHALL NOT MAKE THE BUILDING LESS COMPLYING THAN IT WAS BEFORE.

CHAPTER 5 | PRESCRIPTIVE COMPLIANCE METHOD

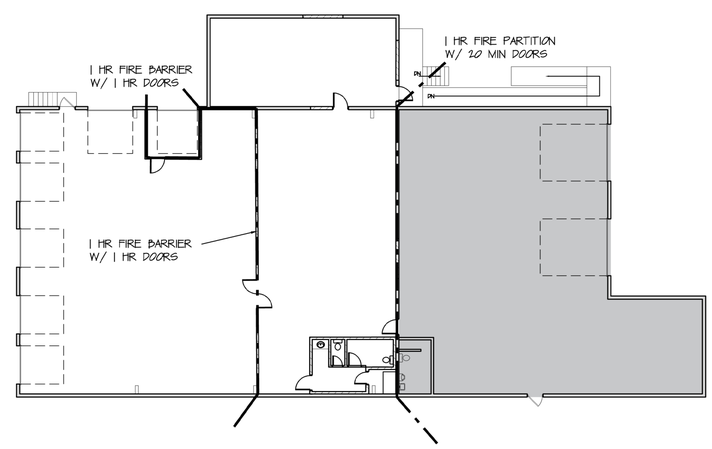
503 ALTERATIONS

506 CHANGE IN OCCUPANCY

TABLE 506.1 B, F-1 AND S-1 ARE THE SAME LIFE SAFETY RISK.

APPLICABLE BUILDING CODES

2020 MN BUILDING CODE
(2018 IBC WITH MN AMENDMENTS,
2018 IEBC WITH MN AMENDMENTS)
2020 MN CONSERVATION CODE FOR EXISTING BUILDINGS
(2018 IEBC WITH MN AMENDMENTS)
2020 MN ACCESSIBILITY CODE
(2018 IBC WITH MN AMENDMENTS,
2018 IEBC WITH MN AMENDMENTS, ANSI A117.1-2009)
2020 MN ENERGY CODE
(2018 IEEC WITH MN AMENDMENTS)
2020 MN ELEVATOR CODE (PENDING)
2020 MN FIRE CODE
(2018 IFC WITH MN AMENDMENTS)
2020 MN PLUMBING CODE
(2018 UPC WITH MN AMENDMENTS)
2020 MN MECHANICAL CODE
(2018 IMC WITH MN AMENDMENTS)
NFPA 13-16 FIRE SPRINKLER STANDARD
2020 MN ELECTRICAL CODE
(2020 NEC)
2012 NFPA LIFE SAFETY CODE



1 G-011 **CODE PLAN**
SCALE: 1' 4' 8' 16'

CES WELDING

ENGAN ASSOCIATES
ARCHITECTS | INTERIOR DESIGNERS
shared vision. innovative design.
311 4th Street SW, P.O. Box 956, Willmar, MN 56201
320-235-0860 FAX: 320-235-0861 | www.engan.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the state of Minnesota. Date: 01/27/23 LIC. NO. 051238

Andrew M. Engan

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Engan Associates, P.A.

PROJECT # 869.01	DATE: 01/27/2023
DRAWN BY: KW	CHECKED BY: AME
OWNER:	

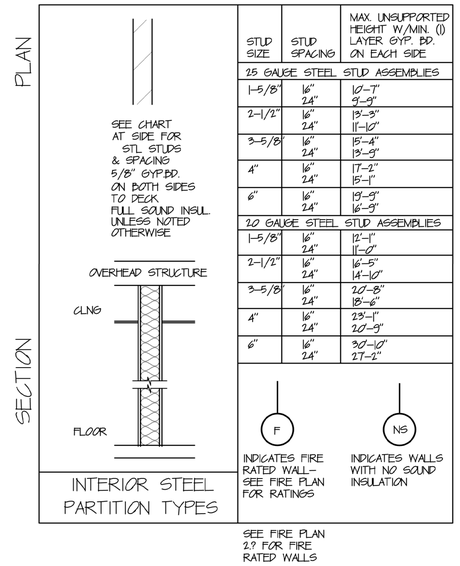
REVISION		DATE

CES WELDING

WILLMAR, MN

CODE REVIEW

G-011



STUD SIZE	STUD SPACING	MAX. UNSUPPORTED HEIGHT W/MIN. (1) LAYER GYP. BD. ON EACH SIDE
25 GAUGE STEEL STUD ASSEMBLIES		
1-5/8"	16" 24"	10'-7" 9'-9"
2-1/2"	16" 24"	13'-3" 11'-10"
3-5/8"	16" 24"	15'-4" 13'-9"
4"	16" 24"	17'-2" 15'-1"
6"	16" 24"	19'-9" 16'-9"
20 GAUGE STEEL STUD ASSEMBLIES		
1-5/8"	16" 24"	12'-1" 11'-0"
2-1/2"	16" 24"	16'-5" 14'-10"
3-5/8"	16" 24"	20'-8" 18'-6"
4"	16" 24"	23'-1" 20'-9"
6"	16" 24"	30'-10" 27'-2"

INTERIOR STEEL PARTITION TYPES

SEE FIRE PLAN 2.? FOR FIRE RATED WALLS

GENERAL NOTES

1. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE PROJECT AND VERIFY ALL CONDITIONS AND DIMENSIONS.
2. THE CONTRACTOR SHALL VERIFY EXACT ELEVATIONS, INVERTS, AND LOCATIONS OF ALL UTILITIES.
3. CONTRACTORS SHALL CONFORM TO APPLICABLE CODES.
4. CONTRACTORS SHALL USE CAUTION TO LIMIT DAMAGE TO ANY EXISTING PLANTINGS, PROPERTY AND ADJOINING SURFACES.
5. THE CONTRACTORS SHALL NOTIFY THE ARCHITECT IF ANY EXISTING CONDITIONS DIFFER FROM THE PLANS.
6. THE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL DIMENSIONS.
7. SOLID BLOCKING SHALL BE PROVIDED FOR ALL WALL HUNG EQUIPMENT, CABINETS, CURTAIN RODS, AND ACCESSORIES.
8. ALL CONCRETE SLABS AND SIDEWALKS TO HAVE MINIMUM OF 6" GRANULAR BASE.
9. "N.I.C." REFERS TO ITEMS THAT ARE NOT IN THIS CONTRACT.
10. THE ON SITE SUPERINTENDENT SHALL PROVIDE BASIC LAYOUT FOR MECHANICAL, ELECTRICAL AND OTHER TRADES.
11. PATCH WHERE MECHANICAL AND ELECTRICAL PENETRATE WALL.
12. ALL GYB. BD. ON EXTERIOR WALLS TO BE MOISTURE RESISTANT

FINISH NOTES

1. ALL EXISTING WALLS ARE TO BE CLEANED AND PATCHED IF NEEDED, BEFORE APPLYING NEW PAINT.
2. ALL CLOSETS, RECESSES, WINDOW AND DOOR RETURNS WITHOUT NOTED FINISH SHALL HAVE SAME FINISH AS ADJOINING ROOM IN AREAS OF RENOVATION.
3. PAINT ALL GYPSUM BOARD IN FINISHED AREAS THAT IS NOT CALLED TO BE COVERED WITH OTHER MATERIAL.
4. PAINT ALL EXPOSED UNFINISHED FERROUS METAL, INCLUDING ALL STEEL DOORS AND FRAMES. THIS INCLUDES BUT IS NOT LIMITED TO: UNDERCABINET SUPPORTS, EXPOSED CONDUIT AND EXPOSED DUCTWORK. PAINT THE EXISTING STEEL IN THE AREA OF RENOVATION. (REVIEW EXTENT OF WORK AT THE JOB SITE).
5. PAINT ALL PIPING AND EXPOSED CONDUITS. PAINT AND PATCH HOLES FROM MECHANICAL AND ELECTRICAL WORK TO MATCH EXISTING IN AREA OF RENOVATION.
6. PAINT MISC. ITEMS ON ROOF, INCLUDING BUT NOT LIMITED TO ROOF JACKS AND PLUMBING VENTS.
7. STAIN AND VARNISH ALL NEW EXPOSED WOODWORK.

ROOM FINISH SCHEDULE

ROOM NUMBER	ROOM SCHEDULE	CLG	WALLS N	WALLS E	WALLS S	WALLS W	BASE	FLOOR	REMARKS
111	CLASSROOM		7	7	7	7			
112	WELDING SHOP		7	1	1	1			
113	SHELL SPACE	9	9	9	9	9			
114	RESTROOM	3	4	4	4	4	4	4	
115	ELECTRICAL		1	8	8	1			
116	GAS STORAGE		9	1	1	1			
121	DRIVING SCHOOL								
122	RESTROOM								

ROOM FINISH SCHEDULE MATERIALS

CEILING

3. GYPSUM BOARD PAINTED–SATIN FINISH
9. EXISTING

WALLS

	MATERIAL	FINISH
1.	GYPSUM BOARD	PAINTED EGGSHELL
4.	CERAMIC TILE WAINSCOT TO THE NEXT JOINT ABOVE VERTICAL GRAB BAR. GYPSUM BOARD ABOVE TILE TO CEILING.	PAINTED EGGSHELL
7.	PATCH EXISTING WALLS AT REVISED AREAS	PAINTED
8.	EXISTING	PAINTED
9.	EXISTING	NO CHANGE

BASE

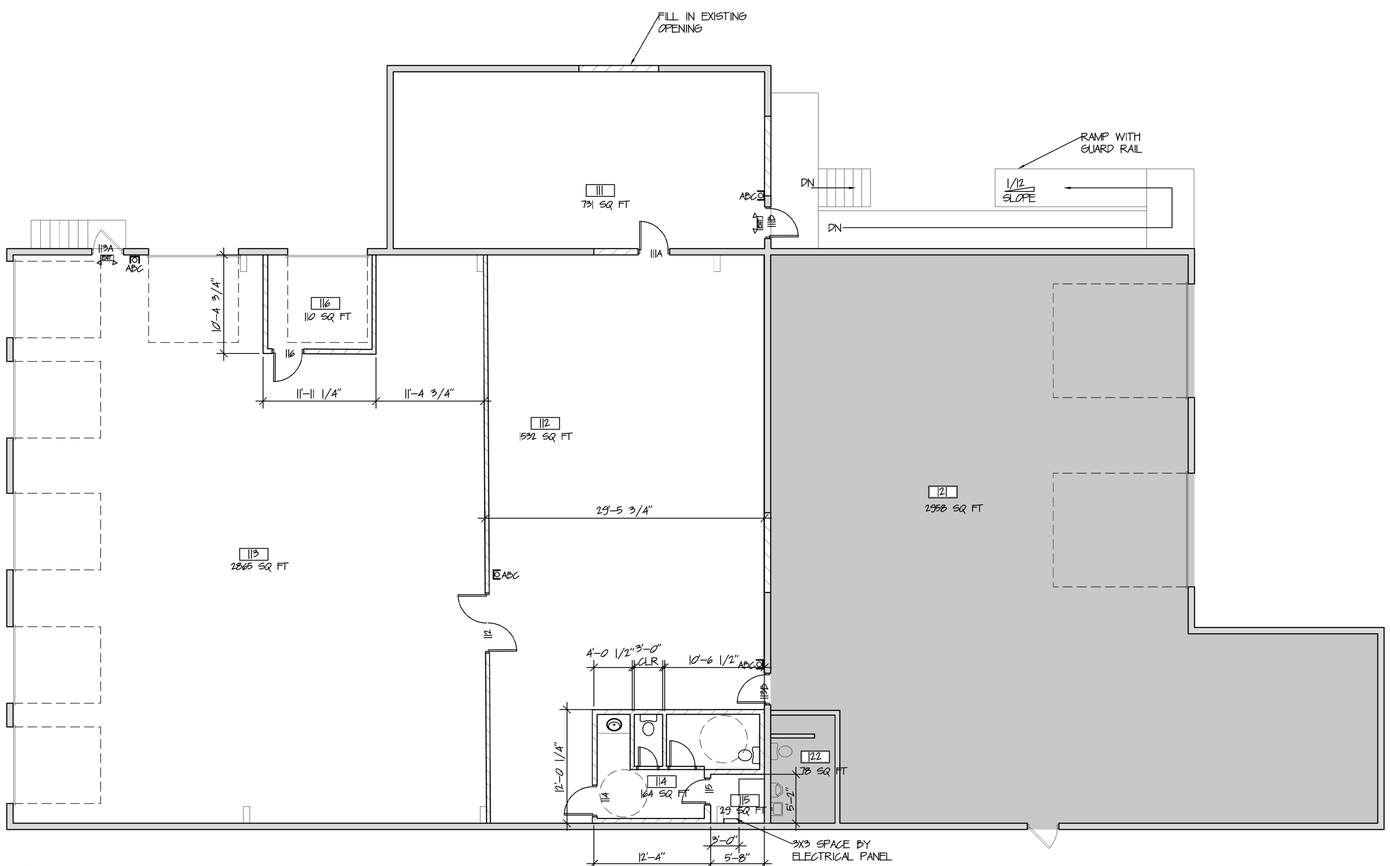
1. HARDWOOD 1/2" X 2-1/2"
2. RESILIENT
3. EXPOSED CMU OR CONCRETE
4. CERAMIC TILE
5. INTEGRAL COVE SHEET VINYL
7. PATCH EXISTING BASE OR INSTALL NEW RESILIENT
9. EXISTING

FLOORING

1. CARPET TYPE "A"
2. VINYL COMPOSITION TILE
3. PAVER TILE
4. CERAMIC TILE
5. SHEET VINYL
6. EXPOSED CONCRETE – SEALED
7. PATCH EXISTING FLOORING AT REVISED AREAS
9. EXISTING

ROOM SCHEDULE REMARKS

H INSTALL 4' HIGH FIBERGLASS REINFORCED WALL PANEL BY SECTION 06100.
L NO FINISHES EXCEPT TAPING GYP. BD. ON ALL STUDS.
M PATCH WHERE MECHANICAL AND ELECTRICAL PENETRATE WALL
O 7'-0" (AFF.) GYPSUM BOARD SOFFIT ABOVE COUNTER
P TILE TO CEILING IN THIS AREA
T RESTROOMS WITH SHOWERS TO HAVE ALUMINUM CEILING GRIDS

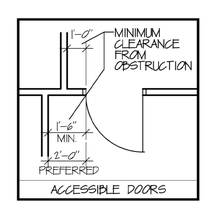


1 A-131 **FLOOR PLAN**

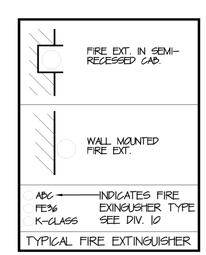
SCALE: 1' 2' 4' 8'

DOOR AND FRAME SCHEDULE

NUMBER	PANEL TYPE	PANEL MATERIAL	PANEL WIDTH	PANEL HEIGHT	PANEL THICKNESS	FRAME TYPE	FRAME MATERIAL	FIRE RATING	HARDWARE SET	COMMENTS
111A		HM	3'-0"	7'-0"	1 3/4"			1 HR		
111B		HM	3'-0"	7'-0"	1 3/4"					
112		HM	2 3'-0"	7'-0"	1 3/4"			1 HR		
113A		HM	3'-0"	7'-0"	1 3/4"					
113B		HM	3'-0"	7'-0"	1 3/4"			20 MIN		
114	F	HM	3'-0"	7'-0"	1 3/4"					
115	F	HM	2'-6"	7'-0"	1 3/4"					
116		HM	3'-0"	7'-0"	1 3/4"			1 HR		



ACCESSIBLE DOORS



TYPICAL FIRE EXTINGUISHER

CES WELDING

ENGAN ASSOCIATES
ARCHITECTS | INTERIOR DESIGNERS
shared vision. innovative design.
311 4th Street SW, P.O. Box 956, Willmar, MN 56201
320-235-0860 FAX: 320-235-0861 | www.engan.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the state of Minnesota. Date:01/27/23 LIC. NO. 051238

Andrew M. Engan

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Engan Associates, P.A.

PROJECT # 869.01	DATE: 01/27/2023
DRAWN BY:KW	CHECKED BY: AME
OWNER:	

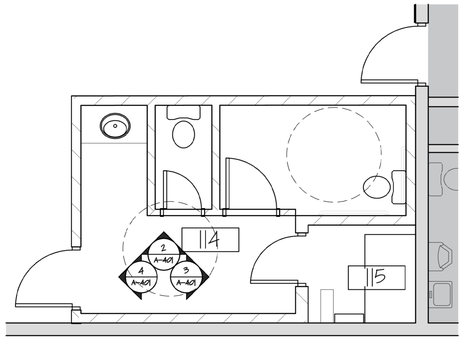
REVISION		DATE

CES WELDING

WILLMAR, MN

FLOOR PLAN

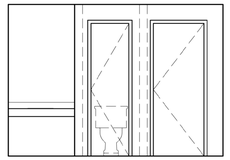
A-131



1 A-401 **ENLARGED RESTROOM PLAN**

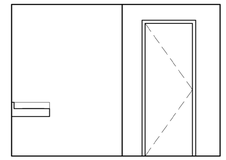
SCALE: 6" 1' 2' 4'

BODY FINISH = PLAM (PLASTIC LAMINATE)
OR HDWD (HARDWOOD PLYWOOD VENEER)
COUNTER = PLAM, SOLID SURFACE, QUARTZ SURFACE



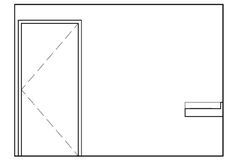
2 A-401 **RESTROOM**

SCALE: 6" 1' 2' 4'



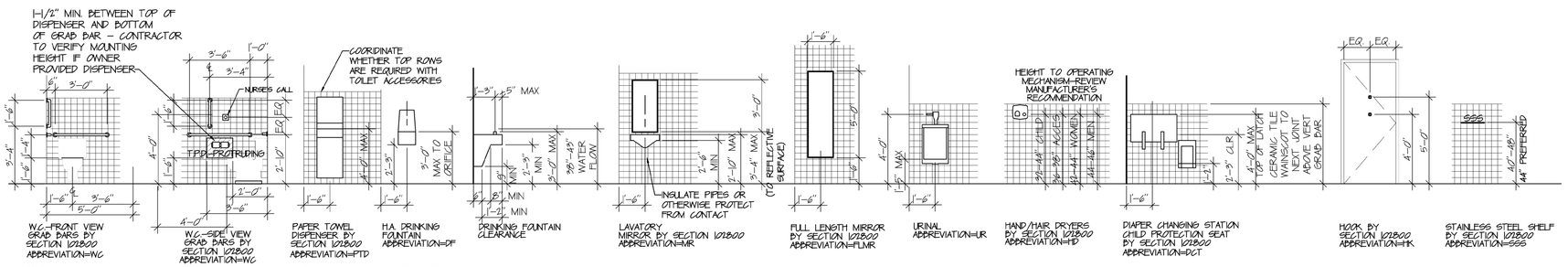
3 A-401 **RESTROOM**

SCALE: 6" 1' 2' 4'



4 A-401 **RESTROOM**

SCALE: 6" 1' 2' 4'



5 A-401 **H.A. PLUMBING FIXTURES AND ACCESSORIES STANDARDS**

SCALE: 6" 1' 2' 4'

ENGAN ASSOCIATES STANDARDS ARE BASED
UPON MN STATE BUILDING CODE SECTION 1341

CES
WELDING

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ARCHITECTS | INTERIOR DESIGNERS
shared vision. innovative design.
311 4th Street SW, P.O. Box 956, Willmar, MN 56201
320-235-0860 FAX: 320-235-0861 | www.engan.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the state of Minnesota. Date: 01/27/23 LIC. NO. 051238

Andrew M. Engan

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Engan Associates, P.A.

PROJECT # 869.01	DATE: 01/27/2023
DRAWN BY: KW	CHECKED BY: AME
OWNER:	

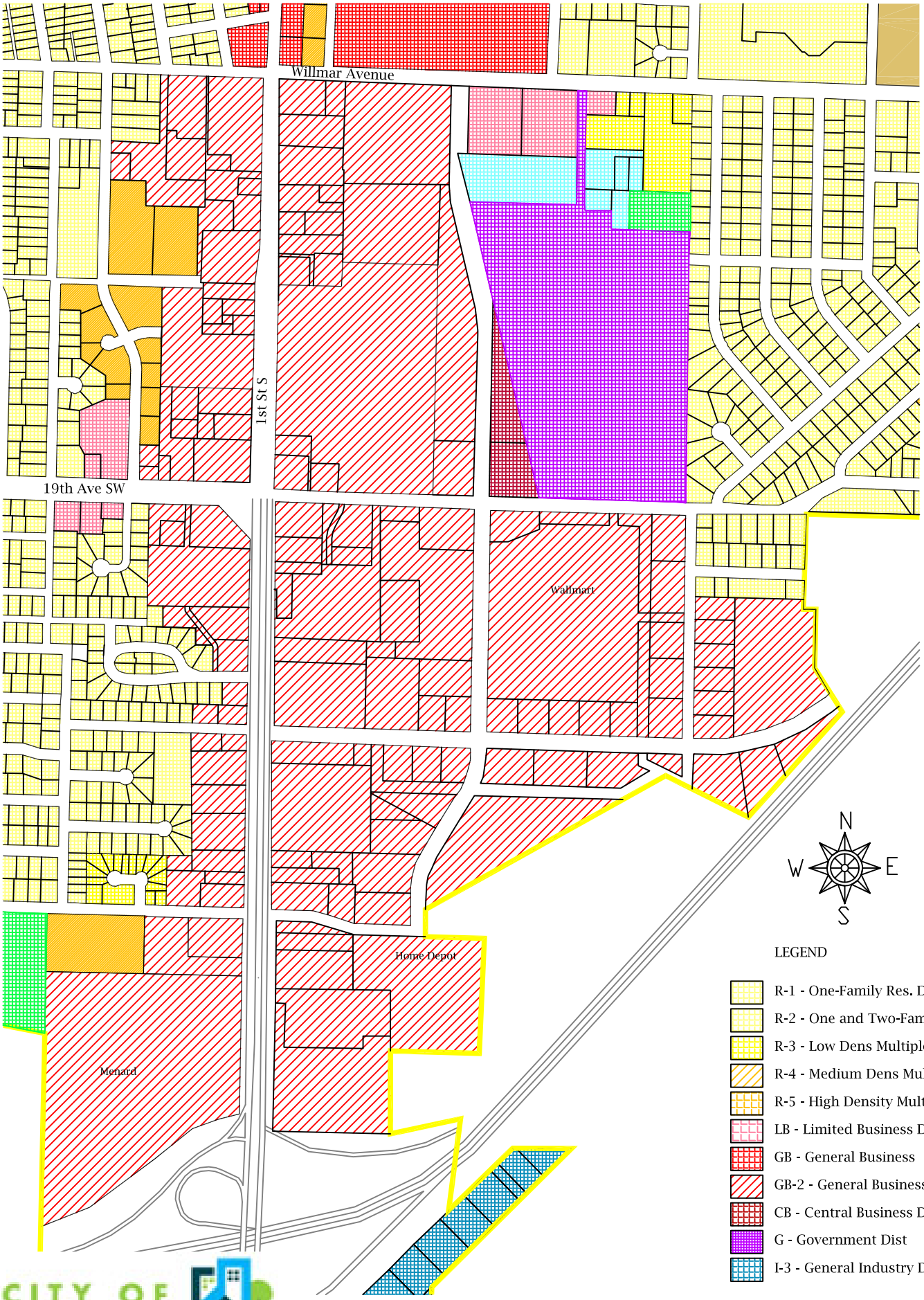
REVISION		DATE

CES WELDING

WILLMAR, MN

INTERIOR ELEVATIONS

A-401



CITY OF Willmar

ZONING PROPOSAL MAP - GB-2

SECTION 4: OFF-STREET PARKING AND LOADING

A. OFF-STREET PARKING

1. General - The off-street parking requirements of this Ordinance shall apply to all buildings, structures, and uses of land constructed, established, or authorized after the adoption of this Ordinance.

2. Exempt- The following areas in the Central Business District (CBD) are exempt from parking and loading regulations:

Area 1: The area bounded by the T.H. 12 By-Pass on the north; 2nd Street SW on the east; Trott Avenue on the south; and 6th Street SW on the west; and

Area 2: The area bounded by the T.H 12 By-Pass on the south and east; the BN RR on the north; and 7th Street SW on the west.

3. Surfacing and Drainage - Off-street parking areas for all commercial, industrial, and multi-family residential developments shall be paved with a permanent concrete, bituminous, or reasonable substitute surface, subject to approval by the Zoning Administrator and City Engineer. Such areas shall be graded and drained to dispose of all surface water accumulation within the parking area by storm sewer where available.

a. All parking surfacing shall use at least 20% of permeable pavement.

4. Landscaping- Commercial, industrial, institutional, and multi-family residential developments which include off-street parking as a part of the overall project shall provide landscaping within or adjacent to the parking are in accordance with Section 3.P. of this Ordinance.

a. All parking lots shall provide at least one tree per each four parking lot, location is subject of Planning and Development Department approval.

5. Location- All accessory off-street parking facilities required by this Ordinance shall be subject to the following regulations:

a. Parking spaces required by this Ordinance shall be located on the same property as the principal use served. In the case of shared use of parking, parking spaces can be located in other property, according to XXXX.

b. There shall be no off-street parking areas within *ten (10)* fifteen (15) feet of any right-of-way.

c. In R-1 and R-2 Districts, no off-street parking shall be permitted, except upon such driveways as conform to Section 4.A.5.g. (Ordinance 1288/2009)

d. *Parking on* residential lots (R-2 to R-5) or parcels adjacent to Limited or General Business use *is* subject to plan approval by the *Planning Commission* Zoning

Administrator. Such parking shall adhere to all setback requirements and shall be screened from adjacent residential districts or uses.

e. No driveway or off-street parking area shall be located closer than five (5) feet from an adjacent side or rear lot line in residential areas, or ten (10) feet in multi-family residential, commercial, or industrial districts. In R-1 and R-2 districts where older narrower (fifty [50]) foot) lots still exist and such setbacks are impractical, this requirement will not apply. In any instance where the five (5) foot setback is not maintained, the driveway/parking area shall be constructed so as to direct runoff away from the side and rear lot lines adjacent properties.

f. No direct access rows of parking spaces onto public streets or alleys shall be permitted. Internal isles shall be provided.

g. All driveways and parking areas in residential districts shall be paved with a permanent concrete, bituminous or reasonable substitute surface, subject to approval of the Zoning Administrator and City Engineer, with the drainage from such surfaces directed towards the storm sewers and/or (preferably) the property's green space, but so as to not negatively impact neighboring homes or properties. Driveways shall not occupy more than 30% of the area within the minimum building setbacks from the street(s), nor shall they, within those setbacks, lie between the residence or residence portion of the structure and the street, except for a maximum of 3' width extension for service as a sidewalk. (Ordinance 1288/2009). In CBD, where off-street surface parking is provided it shall be setback 5' (five feet) from all street rights-of-way (see Section 3.P.). Surface parking shall be located at least 40' (forty feet) from any street intersection. (Ordinance 1382/2016)

6. Existing - Such spaces existing on the effective date of this Ordinance shall not be reduced in number unless said number exceeds the requirements set forth herein.

7. Standards & Design -

a. Approval - All parking lot layouts shall be subject to the final approval of the City Engineer and the Planning Commission Zoning Administrator.

b. Design- The design of off-street parking areas shall be based on sound and accepted engineering design principals, and shall be safe, practical, and logical layouts.

c. Lighting- All parking lots accessory to the following uses shall be lighted:

- All business and industrial uses.
- Multi-family dwellings of eight (8) or more units in R-4 and R-5 districts.

d. Screening - Off-street parking areas for commercial, industrial, and multi-family residential uses shall be screened from adjacent residential uses. Such

screening shall be included as part of the landscaping required in Sections 3.P. and 4.A.4. of this Ordinance.

8. Requirements. The following minimum number of off-street parking spaces can be provided and maintained by ownership, easement, and/or lease for and during the life of the respective uses hereinafter set forth. Parking requirements for uses not specifically noted shall be determined by the Planning Commission.

a. ~~If requested~~, Maximum number of stall can be defined ~~changed~~ according to applicant demand and Planning and Development Department approval. ~~object of Director of Planning and Development approval and Planning Commission consult.~~

b. Parking space minimum is not specified. The number of spaces to be provided shall be based on requirements for similar uses, location of the proposed use, the number of employees on the largest shift, total square footage, potential customer use, or other expected demand and traffic generated by the proposed use. If the director of planning reasonably determines that a parking generation study should be prepared by a qualified professional, the director of planning may require submission of such a study to aid the director of planning in making a determination with respect to the number of required parking spaces. The Director of the Planning and Development Department may approve the minimum or maximum parking ratio for any use in this Section as follows:

i Horizontal and pedestrian safety signs shall be provided and maintained.

ii. Bike parking are mandatory in all new building approvals.

iii.. The parking ratio is supported by a parking demand analysis provided by the applicant, including but not limited to:

a. Documentation supplied by the applicant regarding actual parking demand for the proposed use; or

b. Evidence in available planning and technical studies relating to the proposed use; or

c. Required parking for the proposed use as determined by other compatible jurisdictions.

d. Periodic Review. The Director may require periodic review of the proposed review of the reduced parking supply to ensure the terms of the approval are being met.

e. To increase the maximum parking ratio, the applicant must show that shared or off-site parking is not available or adequate to meet demand.

ix. Planning and Development Department can consult Planning Commission to accessorize the minimum or maximum parking ratio.

9. Joint Parking Facility- The Planning Commission may, after receiving a recommendation from Staff, give approval for one (1) or more businesses to provide the required off-street parking facilities by joint use of one (1) or more sites where the total number of spaces

provided are less than the sum of the total required for each business, should they provide them separately. When considering a request for such approval, Staff shall not recommend that such approval be granted, nor the Planning Commission approve such a request, except when the following conditions are found to exist:

a. The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be located within three hundred (300) feet of such parking facilities.
b. The applicant shall show that there is no substantial conflict in the principal operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed.
c. A properly drawn legal instrument, executed by the party concerned for joint use of off-street parking facilities, duly approved as to form and manner of execution y the City Attorney shall be filed with the City Clerk and recorded with the County Recorder.

10. **Shared Use of Parking.** The following provisions apply:

1. General. The Director of Planning and Community Development may approve shared use of parking facilities located on separate properties if:

a. A convenient pedestrian connection between the properties exists; and

b. The properties are within 1,000 feet of each other; and

c. The availability of parking for all affected properties is indicated by directional signs.

2. Number of Spaces Required.

a. Where the uses to be served by shared parking do not overlap their hours of operation, the property owner or owners shall provide parking stalls equal to the greater of the applicable individual parking requirements.

b. Where the uses to be served by shared parking have overlapping hours of operation, the property owner or owners shall provide parking stalls equal to the total of the individual parking requirements. If the following criteria are met, that total is reduced by 10 percent:

i. The parking areas share a property line; and

ii. A vehicular connection between the lots exists; and

iii. A convenient, visible pedestrian connection between the lots exists; and

iv. The availability of parking for all affected properties is indicated by directional signs.

3. Documentation Required. Prior to establishing shared use of parking, the property owner or owners shall file a written agreement approved by the Director of Planning and Development providing for the shared parking use. The agreement shall be recorded on the title records of each affected property.

B – OFF-STREET LOADING.

1. General. Adequate off-street loading space shall be provided in connection with any structure which requires receipt or distribution of materials by vehicles.

2. Number of Loading Berths Required. The number of required off-street loading berths shall be as follows:

    a. Manufacturing, Fabrication, Processing, Warehousing, Storage, Retail Sales, Schools, Hotels. For such a building between five thousand (5,000) and fifty thousand (50,000) square feet of floor area, one (1) loading berth is required; for a building fifty thousand and one (50,001) to one hundred thousand (100,000) square feet in area, two (2) loading berths are required. One (1) loading berth shall be provided for each additional thirty-five thousand (35,000) square feet of floor area or fraction thereof in excess of one hundred thousand (100,000) square feet.
    b. Manufacturing and Retail Sales Under Five Thousand (5,000) Square Feet. Adequate off-street loading and service entrances shall be provided subject to the approval of the Zoning Administrator.
    c. Auditoriums, Convention Halls, Exhibition Halls, Sports Arenas, Stadiums. Ten thousand (10,000) to one hundred thousand (100,000) square feet of floor area, one (1) loading berth; for each additional one hundred thousand (100,000) square feet of floor area or fraction thereof, one (1) additional loading berth.
    d. Public or Semi-Public Recreational Buildings, Community Centers, Private and Public Educational Institutions, Religious Institutions, Hospitals, Clinics, Professional or Commercial Offices, Nursing Homes or Similar Group Housing, Senior Citizen Housing. Adequate off-street loading and service entrances shall be provided subject to approval of the Zoning Administrator.

3. Location

    a. All required loading berths and facilities shall be off-street and located on the same lots as the building or use to be served.
    b. All loading berths curb cuts shall be located a minimum of fifty (50) feet from the intersection of two (2) or more street right-of-way. This distance shall be measured from the property line.
    c. No loading berths shall be located closer than thirty (30) feet from a residential district unless within a structure.
    d. Loading berths shall not occupy the front yard setback area.

e. Loading berths shall not conflict with pedestrian movement.
f. Loading berths shall not obstruct the view of the public right-of-way from off-street parking access.
g. Each loading berth shall be located with appropriate means of vehicular access to a street or public alley in a manner which will cause the least interference with traffic.

4. Surfacing and Drainage. All loading berths and driveways having access onto a concrete or asphalt surfaced street or public right-of-way shall be surfaced with asphalt, concrete, or a reasonable substitute surface, subject to approval by the Zoning Administrator and City Engineer. Drainage of loading areas is subject to approval by the City Engineer.

5. Accessory Use, Parking, and Storage. Any space allocated as a required loading berth or access drive so as to comply with the terms of these zoning regulations shall not be used for the storage of goods, inoperable vehicles, or snow, and shall not be included as part of the area used to meet off-street parking requirements.

6. Size. Unless otherwise specified in this ordinance, the first loading berth shall be not less than fifty-five (55) feet in length, and additional berths required shall be not less than thirty (30) feet in length. All loading berths shall be not less than ten (10) feet in width and fourteen (14) feet in height, exclusive of aisle and maneuvering space.

7. Landscaping. Commercial, industrial, institutional, and multi-family residential developments which include off-street loading as a part of the overall project shall provide landscaping within or adjacent to the loading area in accordance with the requirements for parking areas found in Section 3.P. of this Ordinance.

Existing Districts and new one

R-1: One-Family Residential District

R-2: One and Two-family Residential District

R-3: Low Density Multiple Family Residential District

R-4: Medium Density Multiple Family Residential District

R-5: High Density Multiple Family Residential District

LB – Limited Business District

GB – General Business District

GB II – General Business District II

CB – Central Business District

SC – Shopping Center District

I-1 - Limited Industry District

I-2 – General Industry District

P – Park District

G – Government / Institutional District

PROPOSED AMENDMENT TO ORDINANCE 1060, SECTION 06

Q. GB-2. GENERAL BUSINESS DISTRICT-2

1. Permitted Uses. Only the following uses shall be permitted outright:

Alterations / Tailor Shop	Music stores	Fraternal / service clubs
Appliance sales and service	Office supplies stores	Hotels / motels
Art studios, including sale of prints and supplies	Offices, business and professional	Livestock feed sales
Athletic / recreation facilities	Parking	Lumber yards (including misc. building materials)
Automobile / light truck sales and service	Pet stores	Mini-storage businesses
Automobile / truck parts and supplies sales	Photo processing business	Multi-businesses building and complexes
Bait and tackle stores	Photo studios, including the sale of photographic supplies	Multiple-family dwelling units as a secondary use in a business structure
Bakeries	Printing shops	Nurseries, greenhouses
Banks / financial institutions	Schools and colleges	Plastering / drywall contractors shops
Bicycle sales and service	Shoe stores	Plumbing / heating / air conditioning / refrigeration / ventilation contractors shops
Broadcasting studios	Small engines sales and service	Restaurants (including night clubs and fast foods)
Carpet / floor covering stores	Sporting goods stores	Roofing contractors shops
Churches	Tanning parlors	Seasonal businesses
Clothing stores	Tattoo parlors	Sheet metal contractors shops
Commercial day nurseries or schools	Theaters	Sign contractors shops

Computer / electric equipment sales and service	Tire sales and service	Supermarkets / grocery stores (including convenience stores w/o gas sales)
Drug stores / pharmacies	Toy stores	Truck sales and service
Employment agencies	Veterinary clinics	Water conditioning contractors shops
Fabric stores	Video stores	Welding shops
Farm supplies sales	Welding supply stores	Family recreation
Flower shops	Essential services and public uses	
Funeral homes / crematoriums	Brew pubs	Brewer taprooms
Furniture stores	Armories, convention halls, auditoriums	
Glass sales / service	Building contractors shops	
Hair care (barbers, beauty shops, salons etc)	Bus terminals	
Hardware stores	Businesses s/drive up facilities	
Laundromats	Car washes	
Liquor sales, on and off.	Department stores	
Medical / dental clinics	Discount stores	
Motorcycle / snowmobile / boat sales and services	Electrical contractors shops	
Museums	Fertilizer sales	

2. Permitted Uses With Plan Review. The following uses are permitted provided plans are submitted to and approved by the Zoning Administrator and the Planning Commission, subject to such conditions as they may attach thereto:

   a. Planned unit developments.
   b. Multi-family dwelling structures (Ordinance 1461/2021)
   c. Amusement
   d. Malls

3. Conditional Uses. The following uses are permitted upon the granting of a

conditional use permit by the Planning Commission, subject to such conditions as they may attach there to::

a. Adult entertainment uses, as regulated in Section 3.Q.

b. Flammable gas/liquid sales and storage (including gas stations and convenience stores with gas sales).

~~c. Planned unit developments.~~

d. Recycling transfer stations.

~~e. Brewer taprooms. (Ordinance 1355/2014)~~

~~f. Multi-family dwelling structures (Ordinance 1461/2021)~~

4. Permitted Accessory Uses. The following accessory structures or uses of land shall be permitted:

a. Detached storage or accessory buildings.

5. Lot Area, Width, and Setback Requirements. Thefollowing standards shall be the minimum requirements for development in the "GB" District:

a. Lot Area (square feet)	~~15.000~~ 30.000
b. Lot Width (feet)	100
c. Setbacks (feet)	
Front (r/w)	25*
Rear	10
Side, interior	10
Side, street (r/w)	25*

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

COMMERCIAL PROPERTY PURCHASE AGREEMENT

This Commercial Property Purchase Agreement (this "Agreement") is made this _____ day of _____, 2023~~2~~ ("Effective Date"), by and between ~~360, Inc.~~Acquisition, LLC, a ~~corporation~~ limited liability company organized under the laws of the State of ~~Delaware~~Minnesota, hereinafter referred to as "Buyer", and the City of Willmar, a municipal corporation under the laws of Minnesota, hereinafter referred to as "Seller."

RECITALS

1. Seller is the owner of certain real estate located in the City of Willmar, Kandiyohi County, Minnesota, consisting of approximately ~~137~~ 145.0~~35.08~~ acres, legally described on the attached Exhibit A and depicted on the preliminary survey attached Exhibit B, together with all improvements thereon (the "Property").

2. Buyer desires to acquire from Seller the entirety of the Property by voluntary sale for purposes of developing the Property by constructing and operating thereon an intermodal distribution center for primarily agricultural products, generally consistent with the preliminary site plan attached hereto as Exhibit C and incorporated herein by reference (the "Project").

3. Seller is willing to sell its interest in the Property "as is" without making any representations or warranties as to the condition of the Property or its suitability to Buyer's purposes.

AGREEMENT

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

1. Offer/Acceptance. Buyer agrees to purchase and Seller agrees to sell the Property under the terms and conditions set forth in this Agreement.

2. Purchase Price. The purchase price for the Property shall be Eight Thousand Dollars ($8,000.00) per acre, estimated to equal One Million One Hundred Sixty~~Ninety-Six~~ Thousand and 00/100 Dollars ($~~1,096,000~~1,160,000~~080,640~~.00) for the approximately ~~137~~ 1435.08 acres comprising the Property ("Purchase Price"), payable as follows:

   a. Ten Thousand Dollars ($10,000.00) as earnest money ("Earnest Money") will be delivered to [TITLE COMPANY] with its office located at [ADDRESS] (the "Title Company") within five (5) business days after the Effective Date. All Earnest Money shall be held by the Title Company and shall be returned to Buyer if Buyer terminates this Agreement at

Buyer's election as permitted herein, or be credited against the Purchase Price at Closing; and

b. The balance, estimated to be One Million One Hundred Fifty~~Eighty-Six~~ Thousand and 00/100 ($~~1,086,000~~1,150,~~070,640~~0.00), in immediately available funds to be paid on the Closing Date.

3. Conveyance; No Representations or Warranties. With the exception of Recital 1 of this agreement, ~~W~~Seller agrees to quit claim the Property to Buyer on the Closing Date using a quit claim deed without making any representations or warranties about the condition of the Property, and Buyer agrees to accept the Property "as is," subject to the terms and conditions herein contained.

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

a. Option to Repurchase. Seller and its successors and assigns shall retain a conditional option to repurchase the Property valid for a period of two (2) years from and after the Closing Date for an amount equivalent to the Purchase Price. Seller's option shall only vest upon Buyer's failure to commence construction of an intermodal distribution center for primarily agricultural products as contemplated by Buyer on the Property within one (1) year after the Closing Date. For purposes of this section, construction is considered to be commenced upon the beginning of physical improvements beyond grading. Seller may, in its sole discretion and judgment, at any time after the vesting of such option and before the earlier of (i) Buyer's commencement of construction on the Property, or (ii) the expiration of Seller's option, exercise the option to repurchase as provided herein.

b. Permanent Easements.

i. Seller and its successors and assigns shall retain, for the use and benefit of the public, right-of-way over the easternmost 160 feet of the Property between the southeastern corner of the Property where it abuts Parcel No. 95-917-5820 and the Minnesota Trunk Highway 40 right-of-way and a line extending east from and parallel to the southern boundary of Parcel 95-917-5570, as depicted on Exhibit B. [LEGAL DESCRIPTION TO BE SUPPLIED FOLLOWING SURVEY]

ii. Seller and its successors and assigns shall retain, for the use and benefit of the public, a right-of-way for railroad purposes 200 feet in width extending west-to-east from the BNSF right-of-way for the Willmar Wye (Parcel No. 95-917-1000) to the eastern boundary of the Property along a line parallel to the northern boundary of the Property

where it meets Parcel No. 95-917-5511 and the northernmost taxiway of the former airport on the Property, as depicted on Exhibit C [see northernmost orange dual-track rail segment and spur approximately parallel to northern boundary of Property--LEGAL DESCRIPTION TO BE SUPPLIED FOLLOWING SURVEY].

iii. Seller and its successors and assigns shall retain, for the use and benefit of the public, a permanent easement for drainage purposes fifty feet in width south of and parallel to the centerline of County Ditch No. 10 (i.e. Hawk Creek), as depicted on Exhibit B. [LEGAL DESCRIPTION TO BE SUPPLIED FOLLOWING SURVEY]

iv. Seller and its successors and assigns shall retain, for the use and benefit of the public, a permanent easement for utility and drainage purposes ten feet in width along the entire perimeter of the Property.

~~i.~~v. Seller and its successors and assigns shall retain, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface to the Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Willmar Municipal Airport.

~~b. [DESCRIBE OTHER EASEMENTS NEEDED]~~

c. Restrictive Covenants.

i. Buyer, on behalf of itself and its successors and assigns, shall not engage in any activities on the Property that would interfere with or be a hazard to the flight of aircraft over such land or to and from the Willmar Municipal Airport or interfere with air navigation and communication facilities serving such airport.

ii. Buyer, on behalf of itself and its successors and assigns, shall not erect structures or allow natural objects to grow on the Property that would constitute an obstruction to air navigation as defined in Federal Aviation Regulations, Part 77.

iii. Buyer, on behalf of itself and its successors and assigns, further agrees that they will not use or permit or suffer use of the premises herein conveyed in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

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

5. Closing Date. The closing shall take place through an escrow type closing using the Title Company as the closing agent, or at such other place as may be agreed to mutually by the parties, on a date mutually agreed to by the parties, but no later than thirty (30) days after the Inspection/Due Diligence Period described in Section 13 has expired or is waived in writing by Buyer, subject to extension for title curative matters pursuant to Section 10 (the "Closing Date"). Seller agrees to deliver possession of the Property to Buyer on the Closing Date in the same condition as the same existed on the Effective Date.

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

a. Quit Claim Deed. A duly executed quit claim deed, conveying the entirety of Seller's interest in the Property, subject to Seller's reserved interests and the restrictions and covenants as listed in Section 4 herein, to Buyer.

b. Seller's Affidavits. Seller shall provide a standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Section 10 of this Agreement.

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

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

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

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

7. Buyer's Closing Obligations. On the Closing Date, Buyer will deliver to Seller the Purchase Price (less the Earnest Money previously paid to Seller and subject to the prorations set forth below), in immediately available funds.

8. Contingencies.

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

i. On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of Section 10 and the Title Company has unconditionally agreed to issue the Title Policy.

ii. The Inspection/Due Diligence Period described in Section 13, shall have expired without Buyer's termination of the Purchase Agreement.

iii. Buyer has obtained financing or otherwise obtained funds sufficient to enable it to pay the Purchase Price.

iv. Seller shall have performed all of its obligations required to be performed by Seller under this Agreement as and when required under this Agreement.

v. No Material Event (as herein defined) shall have occurred. For purposes hereof, the term "Material Event" shall mean and include any of the following that has occurred after the expiration of the Inspection/Due Diligence Period: (w) any material change in the condition of such Property including, without limitation, the environmental condition thereof, (x) any amendment to, or enactment of any new, law, rule, regulation or ordinance, or issuance of any judicial or other legal imposition that would materially affect the zoning, use, occupancy or operation of such Property or Buyer's proposed development thereof, (y) the institution or issuance by any applicable governmental authority having jurisdiction of notice of any pending or proposed moratorium with respect to the Property or any portion thereof that would materially affect Buyer's proposed development or use of the Property, and (z) the issuance by any applicable governmental authority having jurisdiction of any notice of any violation of law, or institution of any litigation, suit or proceeding against the Property, any part thereof, or Seller which materially affects Buyer's proposed development or use of the Property.

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

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

i. The City Planning Commission shall review the sale and provide a recommendation on the proposed conveyance as required by City Charter, Section 4.02, subd. 8.

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

iii. Buyer shall have performed all of its obligations required to be performed by Buyer under this Agreement as and when required under this Agreement.

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

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

a. Title Insurance and Closing Fee. Buyer will pay all costs of the Title Commitment and all premiums required for the issuance of the Title Policy; provided, however, that Seller shall pay any costs to perfect its own title and/or to release encumbrances other than Permitted Encumbrances. Buyer will pay all costs relating to the title examination of the Property. Seller and Buyer will each pay half of any closing fee imposed by the Title Company. All other costs charged by the Title Company will be prorated as is normal and customary in the county in which the Property is located.

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

c. Real Estate Taxes and Special Assessments. General real estate taxes and installments of special assessments payable therewith payable in the year prior to the year of Closing (including any so-called green acre taxes imposed because of a change in use of the Property after Closing thereof) will be paid by Seller. General real estate taxes and installments for special assessments payable in the year of closing shall be prorated such that Seller shall pay such portion of such taxes and assessments attributable to the period beginning on January 1 of the year in which the Closing Date takes place, and continuing through and including the Closing Date and Buyer shall pay such portion of such taxes attributable to the period beginning on the first day after the Closing Date takes place; provided, however, if the Property is exempt from real estate taxes for the year in which Closing occurs there shall be no tax proration. If general real estate taxes due and payable during the year in which the Closing

Date takes place have not yet been determined as of the Closing Date, Buyer and Seller shall prorate based on the last tax statement available.

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

e. Professional Consultants' Fees. Buyer shall be responsible for payment of all real estate commissions, legal fees and/or other professional or administrative fees and expenses incurred by itself in connection with the sale and conveyance of the Property to Buyer. However, Seller shall be responsible for paying any commissions due to any real estate brokers or agents engaged by Seller.

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

10. Title. Seller shall convey the entirety of its interest in the Property to Buyer at Closing by delivery of a quit claim deed, and Buyer shall have the opportunity to satisfy itself that Seller's interest in the Property is free of encumbrances other than Seller's reserved interests and the restrictions and covenants as listed in Section 4 herein, any easements and restrictions of record which do not materially interfere with Buyer's intended use of the Property, as determined by Buyer in its sole discretion, and Permitted Exceptions as provided herein.

a. Title Commitment. Buyer may at any time during the Inspection/Due Diligence Period, obtain at its sole cost and expense, a title commitment ("Title Commitment") covering the Property and binding the Title Company to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the purchase price hereunder. Within thirty (30) days of the effective date of this Agreement, Seller shall deliver to Buyer one or more Abstracts of Title, if the same are in Seller's possession, covering all parcels that make up the Property.

b. Objections. During the Inspection/Due Diligence Period Buyer may deliver to Seller such written objections as Buyer may have to any matters disclosed by the Commitment or in any survey to be prepared by Buyer. Seller shall use commercially reasonable efforts to satisfy such objections prior to the Closing Date.

c. Buyer's Rights if Seller Fails to Cure Objections. If Seller delivers written notice to Buyer on or before the date thirty (30) days after its receipt of Buyer's written objections that Seller is unable to satisfy any objection, Buyer may, as Buyer's exclusive remedies, waive such objections and accept such title as Seller is able to convey, extend the Closing Date in order to cure such objections itself, or terminate this Agreement by written notice to Seller and receive a refund of the earnest money, provided that such termination notice must be delivered on or before the Closing Date.

d. Permitted Exceptions. The following shall be deemed to be "Permitted Exceptions":

(1) Building and zoning laws, ordinances, state and federal regulations in effect at the conclusion of the Inspection/Due Diligence Period described in Section 13 and not identified by Buyer as objectionable information during such Inspection/Due Diligence Period; and

(2) The lien of general real property taxes for the year of Closing which by the terms of this Agreement are to be paid or assumed by Buyer (but prorated as described herein); and

(3) Matters contained in any title commitment or survey which Buyer is in possession of and for which Buyer does not make any objection to or waives any objection to and proceeds to closing on the Property.

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

12. Damage. If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire casualty, the elements or any other cause, Seller shall

immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement shall terminate. In the event Buyer does not terminate this Agreement during the said fifteen (15) day period, Seller shall have the right, during the succeeding five (5) day period to terminate this Agreement by giving written notice thereof to Buyer. In the event either Buyer or Seller so terminates this Agreement, the parties will have no further obligations under this Agreement and any Earnest Money, together with any accrued interest, shall be refunded to Buyer.

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

a. Seller shall allow Buyer and its agents, upon 24 hours advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer agrees to indemnify, defend and hold harmless Seller from all expense, injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid, except to the extent attributable to any pre-existing defects in the Property, which indemnity and hold harmless obligation of Buyer shall survive termination of this Purchase Agreement for any reason, provided Seller shall tender defense of any claim subject to Buyer's indemnity to Buyer in sufficient time to avoid prejudice, and Buyer shall have the right to assume and control the defense thereof with counsel selected by Buyer and reasonably acceptable to Seller. Buyer will return the Property to its original condition after any inspections and testing.

b. If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Purchase Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and in such case, any Earnest Money shall be promptly refunded to Buyer. For purposes of this Section 13.b., objectionable information or conditions means without limitation: (1) that the item or component being inspected is not fit for its intended purpose in Buyer's sole discretion, that it is in violation of a public law, code or regulation, (2) that a Recognized Environmental Condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, noise or vibration), exists at levels that are unacceptable to Buyer, that the easements and covenants restrict the development and use of the property as intended by the buyer or (3) that there are wetlands, flood plains, endangered species, endangered habitat and other similar issues that affect the Property and are unacceptable to Buyer in Buyer's sole discretion.

c. In the event that the Phase I environmental site assessment of the property conducted by Buyer finds a Recognized Environmental Condition or recommends that a Phase II environmental site assessment of the property be completed, the parties shall agree to extend the Inspection/Due Diligence Period as reasonably necessary to allow such Phase II environmental site assessment to be completed if desired by Buyer, and any other applicable time periods established herein shall be extended by the same amount of time as the Inspection/Due Diligence Period extension.

d. Buyer shall have the right and option to extend the Inspection/Due Diligence Period for two (2) consecutive periods of sixty (60) days each. Buyer shall exercise its right and option to extend the Inspection/Due Diligence Period, as aforesaid, if at all, by: (i) giving Seller notice of such election on or before the date the Inspection/Due Diligence Period expires (as the same may be extended), and (ii) within five (5) business days following the date the Inspection/Due Diligence Period expires (as the same may be extended) depositing with the Title Company for each extension Five Thousand and 00/100 Dollars ($5,000.00) (individually and/or collectively, the "Additional Earnest Money Deposit") (the initial Earnest Money Deposit and any Additional Earnest Money Deposit are herein collectively referred to as the "Earnest Money").

e. Regardless of any other provision to the contrary in this Agreement, Buyer at any time on or prior to the expiration of the Inspection/Due Diligence Period, may elect, in its sole discretion, for no reason or for any reason, to

terminate this Agreement by delivery of a written notice (the "Termination Notice") to Seller, with a copy to Title Company, given on or before the last day of the Inspection/Due Diligence Period, whereupon the Earnest Money, together with all interest earned thereon, shall be returned immediately to Buyer and neither party shall have any further liability to the other hereunder, except as hereinafter specifically provided in this Agreement.

14. Purchase "As-Is". Subject to Buyer's right to terminate this Agreement during the Inspection/Due Diligence Period (Section 13) and subject to the satisfaction of the conditions to Closing, Buyer agrees to accept the condition of the Property at Closing, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated or will migrate from or to the Property.

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

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

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

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

15. Miscellaneous.

a. Prior to Buyer's completion of the Project, Seller shall be responsible for constructing roadway improvements to Highway 40 consisting of a turn lanes, as depicted on Exhibit D attached hereto and incorporated herein by reference.

b. Prior to Buyer's completion of the Project, Seller shall extend public water and sanitary sewer services to the boundary of the Property. The costs of such extension shall be shared equally by Buyer and Seller.

~~15.~~16. Notices. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to a representative of Seller; or if it is directed to Buyer, by delivering to a representative of Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if transmitted by facsimile or e-mailed copy, and unless a confirmation of receipt is received then it must be followed by mailed notice as above required, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: City Administrator
City of Willmar
333 Sixth Street Southwest
Willmar, MN 56201
Tel. No. (320) 235-4913
E-mail: _____

If to Buyer: MB Rail~~360, Inc.~~
201 W. Short St., Suite 501
Lexington, KY 40507
Tel. No.: _____
Facsimile No.: _____
E-mail: _____

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

~~16.~~17. Entire Agreement; Amendments. This Agreement represents the complete and final agreement of the parties and supersedes any prior or contemporaneous oral or written understanding between the parties. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties. This Agreement may be amended only in writing, signed by both parties.

~~17.~~18. Binding Effect; Assignment. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. Each party agrees to give the other party notice prior to assigning its interest in the Property or this Agreement. Buyer may assign all of Buyer's rights hereunder to and have its obligations hereunder assumed by any person, firm, partnership, corporation or other entity, and in the event of any such assignment, Buyer shall be released from any further obligations which have not yet accrued hereunder.

~~18.~~19. Controlling Law. The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

~~19.~~20. Remedies. If Closing does not occur as a result of a default by Buyer which is not cured within thirty (30) days after receipt of written notice from Seller identifying such default, then Seller has the right to immediately terminate this Agreement and retain the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Closing does not occur as a result of a default by Seller which is not cured within thirty (30) days after receipt of written notice from Buyer identifying such default, then Buyer has the right to immediately terminate this Agreement and have the Earnest Money returned to it. The termination of this Agreement will be Buyer's sole remedy for default by Seller, and Seller will not be liable for damages.

~~20.~~21. Counterparts. This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

[*Remainder of page intentionally left blank*]

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

BUYER:	**SELLER:**
ACQUISITION, LLC	**CITY OF WILLMAR**
By:_____ _____, Its _____	By:_____ Doug Reese, Mayor
By:_____ _____, Its _____	By:_____ Leslie Valiant, City Administrator

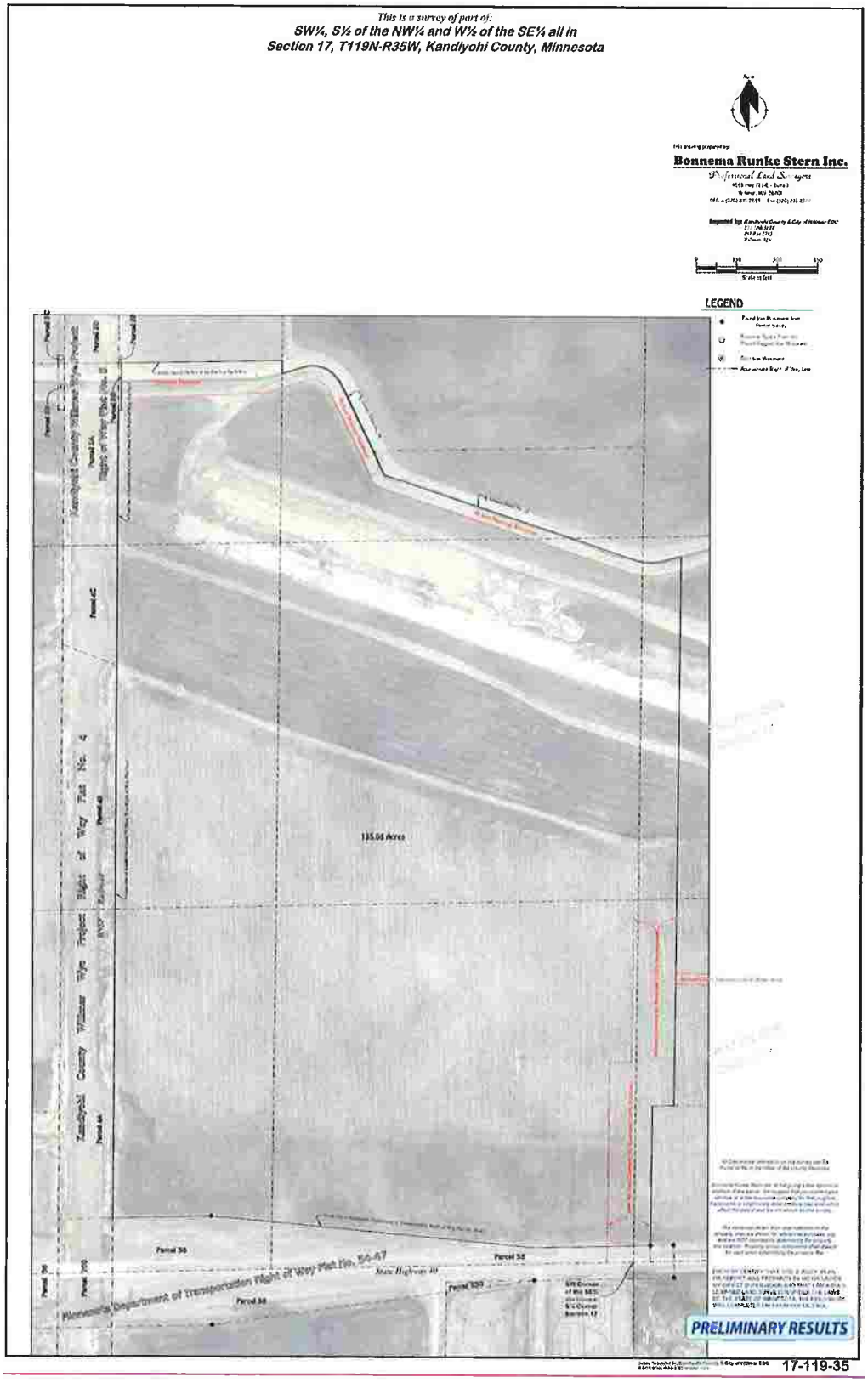
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

1. Parcel number 95-917-5570, which has approximately 13 acres,
2. Parcel number 95-917-5550, which has approximately 6 acres,
3. And portions of Parcel numbers 95-917-5510, 5511, 5551, 5600, 5620, 5630 and 5800 which would encompass approximately 118 acres

[Full legal description to be supplied following survey. *subject to title company verification*]

EXHIBIT B

PRELIMINARY SURVEY OF PROPERTY AND RESERVED EASEMENTS


This is a survey of part of:
SW¼, S½ of the NW¼ and W½ of the SE¼ all in
Section 17, T119N-R35W, Kandiyohi County, Minnesota
Bonnema Runke Stern Inc.
LEGEND
135.00 Acres
Parcel 5A
Parcel 5B
Parcel 5C
Parcel 5D
Parcel 5E
Parcel 5F
Parcel 5G
Parcel 5H
Parcel 5I
Parcel 5J
Parcel 5K
Parcel 5L
Parcel 5M
Parcel 5N
Parcel 5O
Parcel 5P
Parcel 5Q
Parcel 5R
Parcel 5S
Parcel 5T
Parcel 5U
Parcel 5V
Parcel 5W
Parcel 5X
Parcel 5Y
Parcel 5Z
Parcel 5AA
Parcel 5AB
Parcel 5AC
Parcel 5AD
Parcel 5AE
Parcel 5AF
Parcel 5AG
Parcel 5AH
Parcel 5AI
Parcel 5AJ
Parcel 5AK
Parcel 5AL
Parcel 5AM
Parcel 5AN
Parcel 5AO
Parcel 5AP
Parcel 5AQ
Parcel 5AR
Parcel 5AS
Parcel 5AT
Parcel 5AU
Parcel 5AV
Parcel 5AW
Parcel 5AX
Parcel 5AY
Parcel 5AZ
Parcel 5BA
Parcel 5BB
Parcel 5BC
Parcel 5BD
Parcel 5BE
Parcel 5BF
Parcel 5BG
Parcel 5BH
Parcel 5BI
Parcel 5BJ
Parcel 5BK
Parcel 5BL
Parcel 5BM
Parcel 5BN
Parcel 5BO
Parcel 5BP
Parcel 5BQ
Parcel 5BR
Parcel 5BS
Parcel 5BT
Parcel 5BU
Parcel 5BV
Parcel 5BW
Parcel 5BX
Parcel 5BY
Parcel 5BZ
Parcel 5CA
Parcel 5CB
Parcel 5CC
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Parcel 5NN

EXHIBIT C
PRELIMINARY SITE PLAN FOR BUYER'S PROJECT

Potential Industrial Facility
City of Willmar EDC

Figure 1: Spur Loop Exhibit
August 2022

BOLTON & MENK

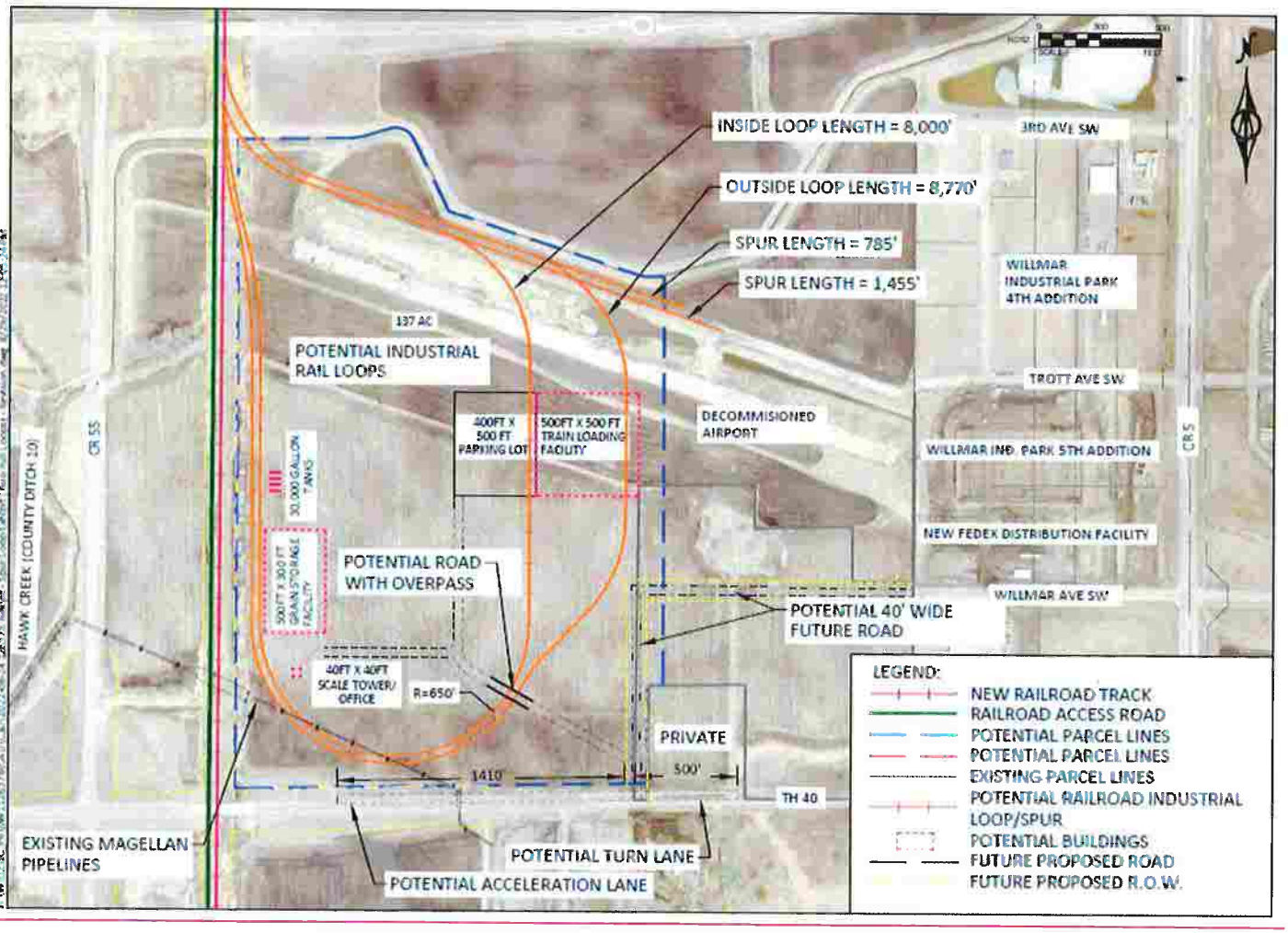


EXHIBIT D
DEPICTION OF HIGHWAY 40 IMPROVEMENTS

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

BUYER:

ACQUISITION, LLC

By: Brian Miller, COO
_____, Its MEMBER

By: _____
_____, Its _____

SELLER:

CITY OF WILLMAR

By: _____
, Mayor

By: _____
Leslie Valiant, City Administrator

Who is Midwest & Bluegrass Rail?

MBR was formed in 2019 when our partners saw an opportunity to combine resources to form a full service rail company with a unique approach. Our executive team has over 90 years of collective experience in the rail industry, with the ability to identify, acquire, market, develop, and efficiently maintain and operate railroads.

Our Plan

Midwest & Bluegrass Rail is focused on acquiring multiple regional and short line railroads in the next 48 months by utilizing existing contacts and developing new partnerships with industry leaders.

(https://mbrail.com/)

ABOUT (HTTPS://MBRAIL.COM/ABOUT/) RAILROADS (HTTPS://MBRAIL.COM/RAILROADS/)

SERVICES (HTTPS://MBRAIL.COM/SERVICES/) CONTACT (HTTPS://MBRAIL.COM/CONTACT/)

An Independent Freight Railroad & Rail Services Management Company

(https://mbrail.com/services

Operational Strategy

MBRail acquires 4 shortlines from Indiana Boxcar Corp.

Midwest & Bluegrass Rail is proud to announce the acquisition of Camp Chase Railway (CAMY), Chesapeake and Indiana Railroad (CKIN), Vermilion Valley Railroad (VVRR), and Youngstown and Southeastern Railroad (YSRR) from Indiana Boxcar Corporation.

Press Release
(https://mbrail.com/wp-content/uploads/2020/09/MBR-press-release-9120.pdf)

This is a survey of part of:

SW¼, S½ of the NW¼ and W½ of the SE¼ all in
Section 17, T119N-R35W, Kandiyohi County, Minnesota

North

This drawing prepared by:

Bonnema Runke Stern Inc.

Professional Land Surveyors

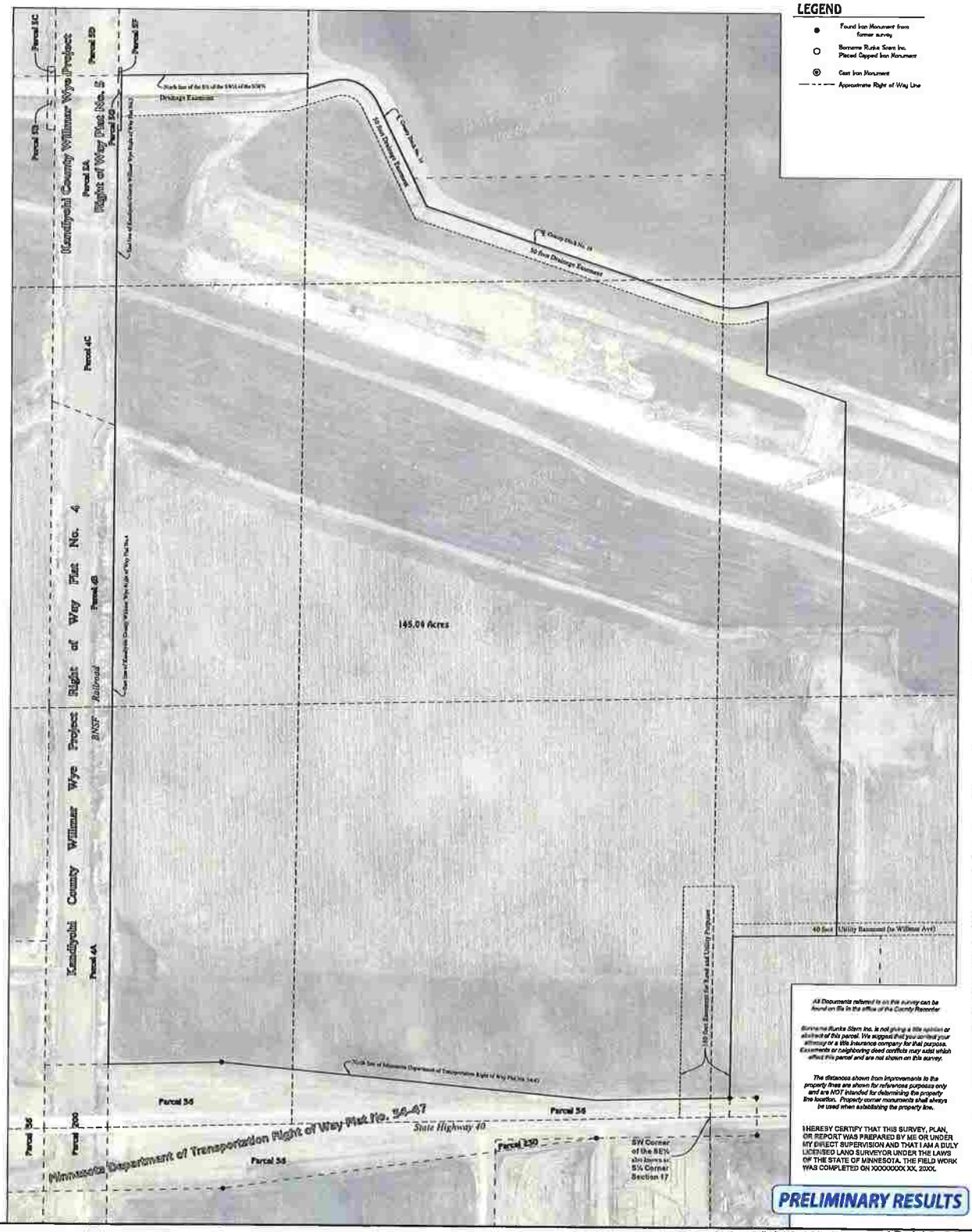
4565 Hwy 71 NE - Suite 1
Willmar, MN 56201
Office (320) 231-2844 Fax (320) 231-2827

Requested by: Kandiyohi County & City of Willmar EDC
222 20th St SE
PO Box 1743
Willmar, MN

0 150 300 450
Scale in feet

LEGEND

- Found Iron Monument from former survey
- Bonnema Runke Stern Inc. Placed Capped Iron Monument
- Cast Iron Monument
- Approximate Right of Way Line



All Documents referred to on this survey can be found on file in the office of the County Recorder

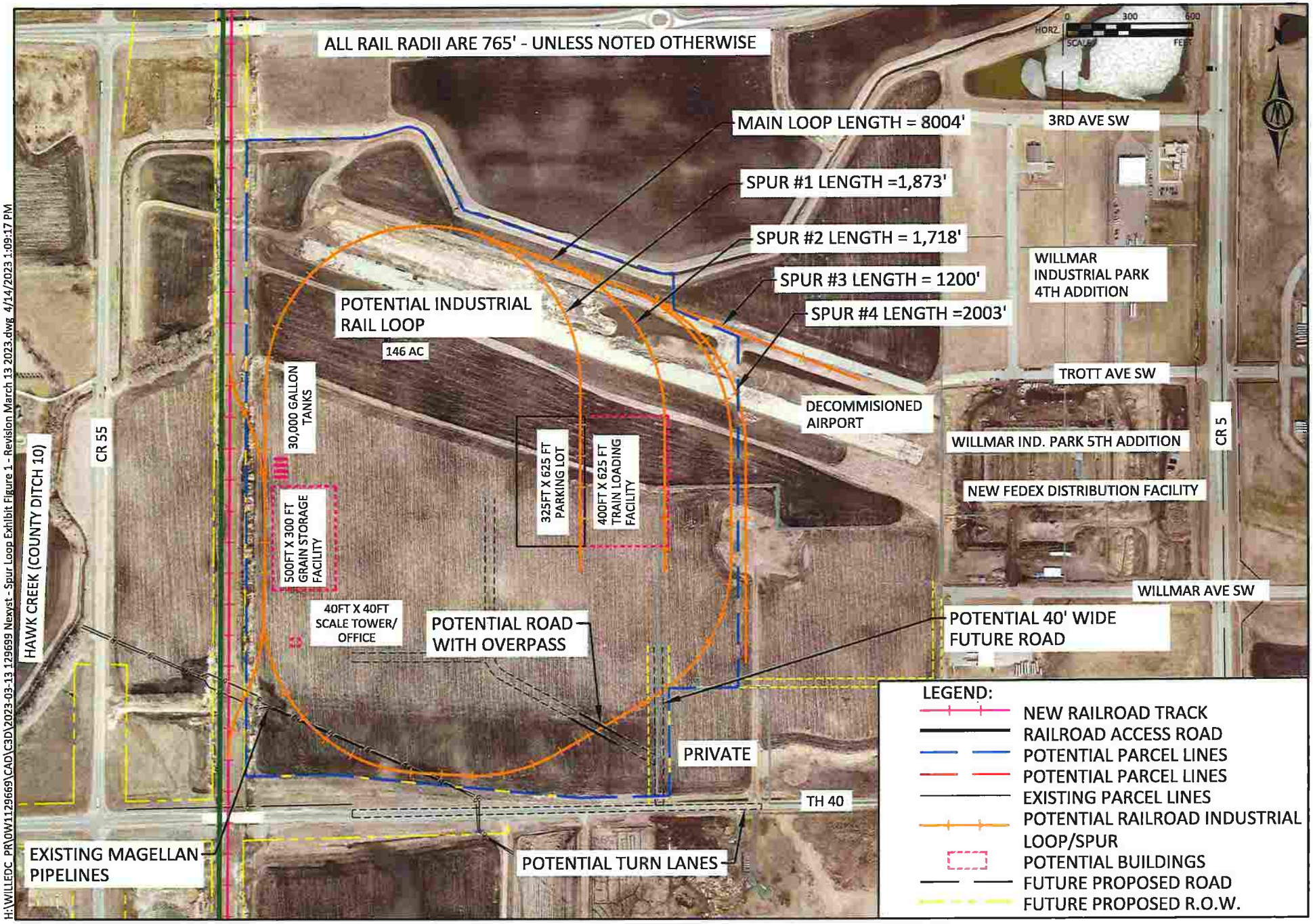
Bonnema Runke Stern Inc. is not giving a title opinion or abstract of this parcel. We suggest that you contact your attorney or a title insurance company for that purpose. Easements or neighboring deed conflicts may exist which affect this parcel and are not shown on this survey.

The distances shown from improvements to the property lines are shown for reference purposes only and are NOT intended for determining the property line location. Property corner monuments shall always be used when establishing the property line.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. THE FIELD WORK WAS COMPLETED ON XXXXXXXX XX, 20XX.

PRELIMINARY RESULTS

Survey Requested by: Kandiyohi County & City of Willmar EDC
© BONNEMA RUNKE STERN INC 2022



H:\WILLEDC_PR\0W1129669\CAD\C3D\2023-03-13 129699 Nexyst - Spur Loop Exhibit Figure 1 - Revision March 13 2023.dwg 4/14/2023 1:09:17 PM

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EARLY ACCESS AGREEMENT
CITY OF WILLMAR

This Agreement is made and entered into this ___ day of _____, 2023, by and between _NewCo, LLC_____, a limited liability company organized under the laws of the State of Kentucky? ("Developer"), and the City of Willmar ("Owner"); (collectively, the "parties").

WHEREAS, Owner is the owner of approximately 145 acres of real property described and depicted within the bold blue lines on Exhibit A attached hereto (the "Property");

WHEREAS, Developer has submitted a preliminary proposal to the City for development of the Property, and the City is willing to allow the Developer temporary access to the Property for the purposes of conducting investigations and studies into the feasibility of the proposed development of the Property; and

WHEREAS, the parties desire to enter into this agreement for the purpose of allowing the Developer and City to continue to evaluate the feasibility and possibility of the Developer's proposed development being further pursued.

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

1. Permission to Enter Property and Conduct Investigations. Developer and its contractors and other agents shall have permission, at Developer's sole expense, to enter the Property to conduct surveys, environmental site assessments, soil investigations (including but not limited to soil borings), and other similar studies or investigations on the Property. Nothing herein shall permit Developer to perform any invasive or destructive investigatory work in any paved portions of any public rights-of-way adjoining the Property.

2. Term of Access. Developer and its contractors and other agents shall have permission to enter the Property and conduct investigations of the Property under this Agreement commencing on the date of this Agreement and for a period of 90 days thereafter (the "Term").

3. Hold Harmless and Indemnification. Developer shall indemnify, protect, save, hold harmless and insure Owner, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Developer or its agents, employees, contractors, with respect to Developer's use of or presence on the Property. Developer shall defend Owner against the foregoing, or litigation in connection with the foregoing, at Developer's expense, with counsel reasonably acceptable to Owner. Owner, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of Owner. All indemnification obligations shall survive termination of this Agreement, provided that the incident giving rise to the indemnification obligation must have occurred during the term of this Agreement.

4. Insurance. At all times throughout the term of this Agreement, Developer shall maintain at a minimum the following insurance coverage from financially solvent insurance carriers approved by the City:

a. Statutory worker's compensation coverage;
b. Commercial General Liability Insurance - $1,000,000 combined single limit, written on an occurrence basis / $2,000,000 general aggregate, insuring Developer against claims for bodily injury, death or property damage arising out of its general business activities (including automobile or vehicle use), and including endorsements to include contractual liability;
c. Any other insurance coverages required by state or federal laws or regulations applicable to Developer.

Developer must cause certificate(s) of insurance evidencing the required coverages to be provided to the City Clerk on or prior to the effective date. The issuer of the certificate of insurance must provide the City ten days' written notice, by certified mail, prior to cancellation, non-renewal, or material change in the insurance policy(ies).

All insurance required by this Agreement must be primary insurance and not in excess of or contributing with other insurance which Developer or its designee may carry. All policies, excluding worker's compensation policies, must name the City as an additional insured. The applicable insurance policies required by this Agreement, must apply separately to City as if separate policies had been issued to Developer and the City.

5. Waiver and Assumption of Risk. Developer knows, understands, and acknowledges the risks and hazards associated with using the Property for the purposes permitted herein and hereby assumes any and all risks and hazards associated therewith. Developer hereby assumes liability, and agrees to be fully and exclusively responsible, for the safety of the persons and property of all of Developer's agents, representatives, participants, volunteers, guests and invitees while using the Property or the improvements thereon or performing maintenance thereon or otherwise present on the Property as a result of this Agreement. Developer hereby irrevocably waives any and all claims against the Owner or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Developer or any person present on the Property pursuant to this Agreement and hereby irrevocably releases and discharges the Owner and any of its officials, employees or agents from any and all such claims of liability related in any way to the Property or the Owner's maintenance, repair or other work conducted within the Property by the Developer or Owner or any other third party. The Owner shall have no liability to the Developer or Developer's agents, representatives, participants, volunteers, guests and invitees for personal injury or damage to property, including motor vehicles, occurring at or about the Property during any hours of use by the Developer.

6. Restoration of Property. Developer agrees to restore, or have its contractors and other agents restore, any land affected by any borings or other investigative activities on the Property and after Developer's investigation of the Property is complete. Developer and Owner

agree that Developer's obligation to restore the Property shall be limited to returning the land affected to the grade existing before the investigations and borings were conducted.

7. Non-Exclusive. The permissions granted the Developer under this Agreement, including but not limited to the permission to access the Property, are non-exclusive in nature.

8. Miscellaneous. This Agreement shall be deemed to have been made in the County of Kandiyohi, Minnesota and governed by the laws of the State of Minnesota. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts, all of which, taken together, shall be deemed to be one and the same document. Facsimile and e-mailed signatures shall be deemed to be originals; provided, however, that upon request of any party an original signed counterpart shall be transmitted to the requesting party by return mail.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DEVELOPER:

_____

By: _____
Name: _____
Title: _____

OWNER:

CITY OF WILLMAR

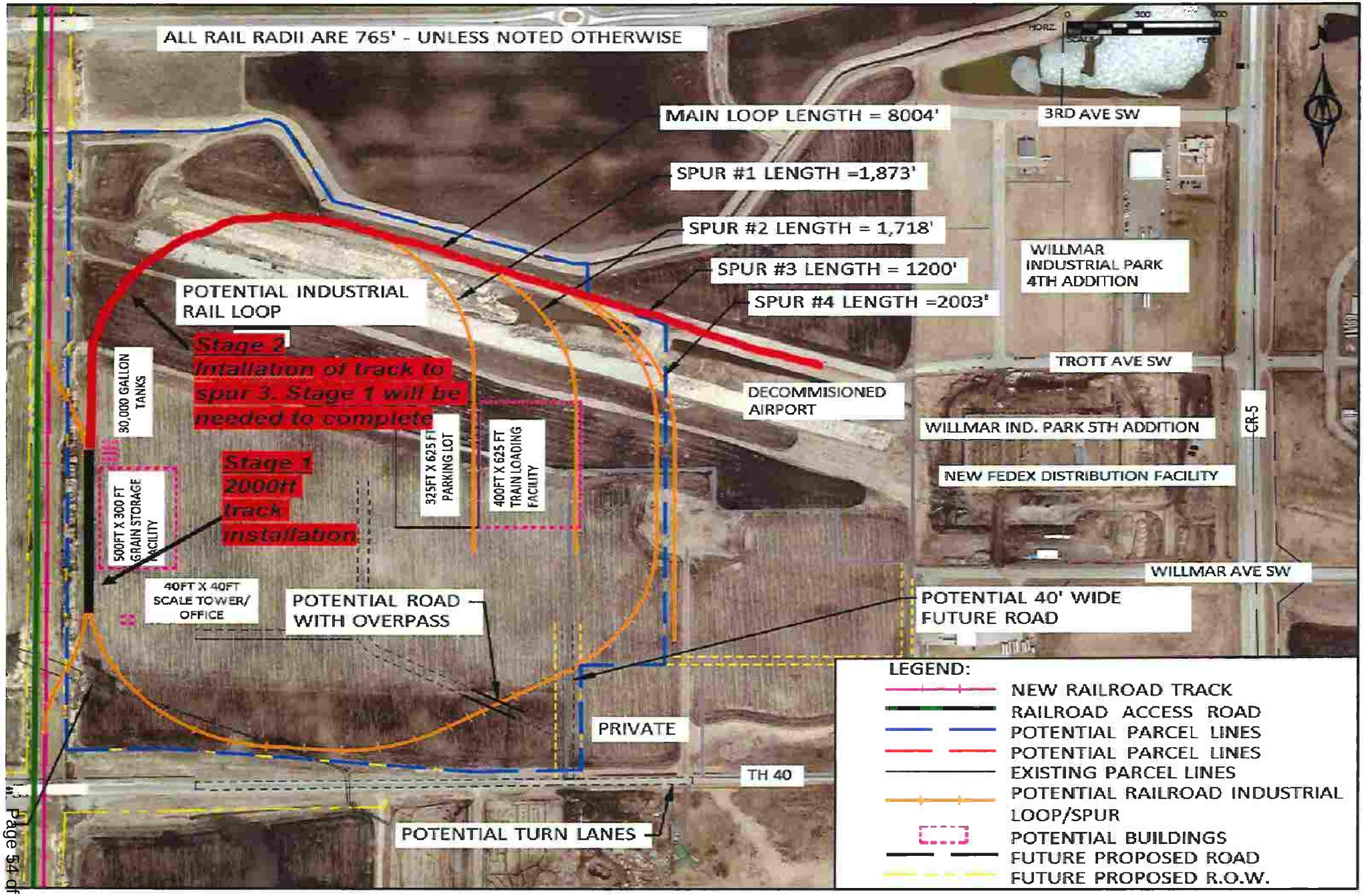
By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION AND DEPICTION OF PROPERTY

1. Portion of parcel number 95-917-5600, an area of approx. ___ acres
2. All of parcel number 95-917-5570, an area of approximately 12.9 acres
3. All of parcel number 95-917-5550, an area of approximately 6.2 acres
4. Portion of parcel number 95-917-5630, an area of approx. ___ acres
5. Portion of parcel number 95-917-5620, an area of approx. ___ acres
6. Portion of parcel number 95-917-5551, an area of approx. ___ acres
7. Portion of parcel number 95-917-5511, an area of approx. ___ acres
8. Portion of parcel number 95-917-5510, an area of approx. ___ acres
9. Portion of parcel number 95-917-5800, an area of approx. ___ acres

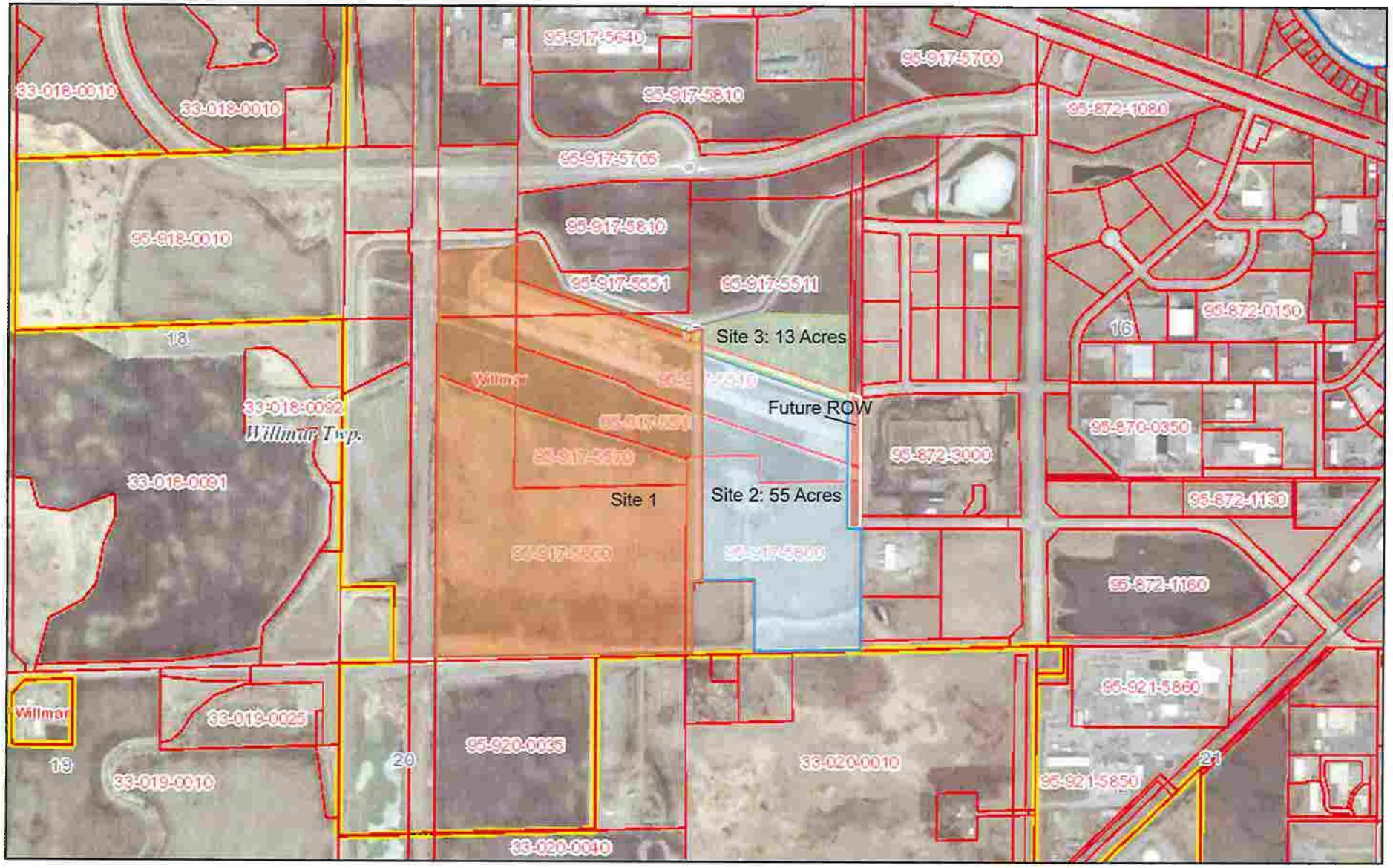
Proposed Site Location Map


ALL RAIL RADII ARE 765' - UNLESS NOTED OTHERWISE
MAIN LOOP LENGTH = 8004'
SPUR #1 LENGTH =1,873'
SPUR #2 LENGTH = 1,718'
SPUR #3 LENGTH = 1200'
SPUR #4 LENGTH =2003'
POTENTIAL INDUSTRIAL RAIL LOOP
Stage 2 Installation of track to spur 3. Stage 1 will be needed to complete
Stage 1 2000ft track installation
30,000 GALLON TANKS
500FT X 300 FT GRAIN STORAGE FACILITY
40FT X 40FT SCALE TOWER/ OFFICE
325FT X 625 FT PARKING LOT
400FT X 625 FT TRAIN LOADING FACILITY
POTENTIAL ROAD WITH OVERPASS
POTENTIAL TURN LANES
PRIVATE
TH 40
DECOMMISIONED AIRPORT
3RD AVE SW
WILLMAR INDUSTRIAL PARK 4TH ADDITION
TROTT AVE SW
WILLMAR IND. PARK 5TH ADDITION
NEW FEDEX DISTRIBUTION FACILITY
CR-5
WILLMAR AVE SW
POTENTIAL 40' WIDE FUTURE ROAD
LEGEND:
NEW RAILROAD TRACK
RAILROAD ACCESS ROAD
POTENTIAL PARCEL LINES
POTENTIAL PARCEL LINES
EXISTING PARCEL LINES
POTENTIAL RAILROAD INDUSTRIAL LOOP/SPUR
POTENTIAL BUILDINGS
FUTURE PROPOSED ROAD
FUTURE PROPOSED R.O.W.

Kandiyohi County GIS

Address-Parcel-Plat-Sectio

Willmar Industrial Park Potential Developments



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City Limits — Labels — Parcels

Lines — Labels — Waters-Lakes

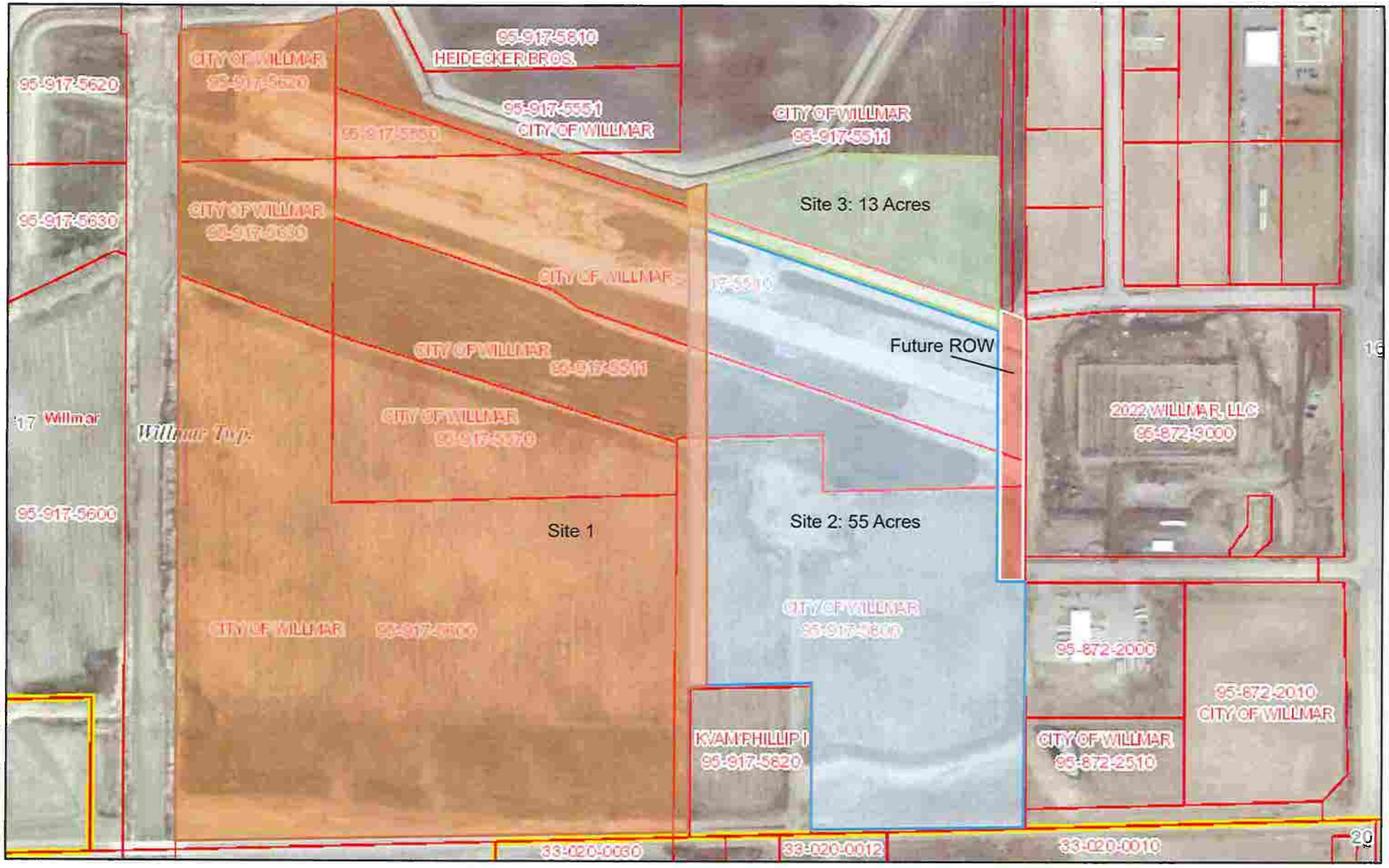
1:18,056

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

City of Willmar
This is not an Official map or survey

Willmar Industrial Park Potential Developments



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City Limits
Lines
Labels
Labels
Taxpayer Name Labels
Parcels
Waters-Lakes

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

City of Willmar
This is not an Official map or survey

February 16th, 2023

Mr. Aaron Backman
Executive Director
Kandiyohi County & City of Willmar EDC
220 20th Street SE
Willmar, MN 56201

Mr. Justice Walker
Director of Planning & Development Dept.
City of Willmar
333 6th Street SW
Willmar, MN 56201

RE: Letter of Intent Concerning the Purchase of City Property for Duininck Concrete storage facility Project

Dear Mr. Backman and Mr. Walker,

This is a non-legally binding Letter of Intent ("**LOI**") which is dated February 16th, 2023 (the "**Effective Date**") among:

1. The City of Willmar, MN, through its Planning & Development Department (the "**City**"),
2. The Kandiyohi County & the City of Willmar Economic Development Commission (the "**EDC**") and
3. Duininck Concrete LLC, a corporation organized under the laws of the State of Minnesota, with its principal place of business in Minnesota (the "**Developer**").

Each of the City, the EDC and the Developer is sometimes referred to in this LOI as a "**Party**" and collectively as the "**Parties**".

Intent of this LOI: The intent of the LOI is to outline the key commercial terms and conditions of the Developer's potential land purchase from the City and the City's potential sale to the Developer of approximately 13 acres of land that owned by the City (the "**Developer's Land Requirements**" and the "**Project Property**").

Project Description: The Developer plans on using the Project Property to operate and construct an concrete storage facility. The intent of the project would be to construct at full buildout a 5000 sq. ft. Concrete storage facility and to utilize a rail spur of 500 ft. to facilitate future growth in the Willmar Industrial Park. It is anticipated that in addition to rail, there would be approximately 25 inbound and outbound trucks per week using this facility. The Project's initial phase is expected to begin commercial operations in the May of 2024? All of the above operations are defined as the **"Phoenix"**.

Project Property: The City has identified, in order to satisfy the Developer's Land Requirements (the "Project Property"), the real property depicted on "Exhibit A" which is attached to this LOI and which comprise portions of the following existing City owned parcels.

1. Portion of Parcel number 95-917-5511 which encompasses approximately 13 acres.

Specifically, the Developer is interested in purchasing for the Project the property depicted on Exhibit A totaling 13 acres immediately northwest of the new FedEx Distribution Center and with access to Trott Avenue.

Developer's Examination - Due Diligence Period: The Developer has one hundred twenty (120) days from the Effective Date to complete its due diligence of the Project Property and to secure the necessary customer contract agreements for the Project, provided that the Developer, at its sole discretion, has the right to extend its examination – due diligence period an additional sixty (60) days.

The Director of the Planning & Development Department for the City of Willmar and the Executive Director of the Kandiyohi County & City of Willmar EDC agree not to actively solicit from any third-party proposals for sale or development of the parcels described above. Notwithstanding the foregoing, if subsequent to the Effective Date the City receives a Bonafide third-party offer or proposal (**"Third-Party Offer"**) to purchase any portion of the Project Property, then City staff will inform the Developer of said offer and afford the Developer an opportunity to revise its offer and the terms and conditions contained herein in response to the Third-Party Offer.

Developer's Access to Project Property During Due Diligence Period: The Developer is authorized by the City to execute an Early Access Agreement with the City for purposes of obtaining temporary access to the Project Property described and depicted on Exhibit A, for purposes of conducting studies into the feasibility of the proposed Project thereon. Such studies shall be conducted at the Developer's expense in accordance with the terms of the City's standard Early Access Agreement and may include, but need not be limited to, environmental testing and survey work.

Disclaimer – LOI is Not Legally Binding/Purchase and Sale of the Project Property Requires the Parties Execution and Delivery of the Required Definitive Agreements: The key commercial terms and conditions that are included in this non-legally binding LOI: (i) will serve as the basis for further negotiations among the Parties, and (ii) are expected to result in the necessary definitive legal documents which are, in turn, expected to be approved and executed by the City, the EDC and the Developer as required (the "Definitive Agreements"). No contractual obligations of any kind are created by the execution of this LOI by City or EDC staff. The provision and permissions contained herein are for the sole purpose of allowing the Parties to continue to evaluate the feasibility and possibility of the developer's proposed development being further pursued. This document places no obligation upon either party to engage in any further conversation or negotiation regarding the developer's proposed

development, or any other term or information contained herein. The Parties do not intend to be bound by any agreement until the Definitive Agreement(s) is fully executed, following approval of the same by the City Council, the Board of Directors of the Developer, and as necessary, the EDC Board of Commissioners and no Party may reasonably rely on any promise inconsistent with this paragraph.

Purchase Price Per Acre for the Project Property: The proposed purchase price (the "Purchase Price") for the Project Property is Nine Thousand U.S. Dollars ($9,000) per acre.

Conditions Precedent to the Purchase of the Project Property: The Developer's purchase of the Project Property from the City is subject to the Developer's compete satisfaction or the waiver in writing by the Developer of all of the following conditions precedent:

1. The Parties negotiation, executive and delivery to one another of all of the required Definitive Agreements concerning the purchase and the sale of the Project Property.
2. The Developer's satisfactory due diligence of the Project Property.
3. The Developer's applications for financial assistance from the EDC, the City and/or Kandiyohi County to support its Project on the Project Property shall be approved in form and substance acceptable to the Parties.
4. The Developer securing all of the permits and financing that it requires to operate and maintain its Project on the Project Property.

Confidentiality: The Developer understands and acknowledges that the City and EDC are each subject to and will each follow the requirements of the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13) and Open Meeting Law (Minn. Stat. Ch. 13D) with respect to its treatment of this document and any future negotiations regarding the Project Property. Consistent with these requirements, however, neither City staff nor EDC staff will voluntarily disclose additional information beyond what is contained herein to any third parties and will coordinate with the Developer in responding to any formal requests for data to which this document is responsive in order to take care that no private or nonpublic data is inadvertently disclosed.

If both the EDC and the City accepts and agrees to the terms and conditions of this non-legally binding LOI, please execute this LOI in the space provided for below and return a copy to the Developer of the EDC's and the City's execution of this LOI.

Sincerely,

Duininck Concrete LLC

Frank S. Mayfield

Frank Mayfield

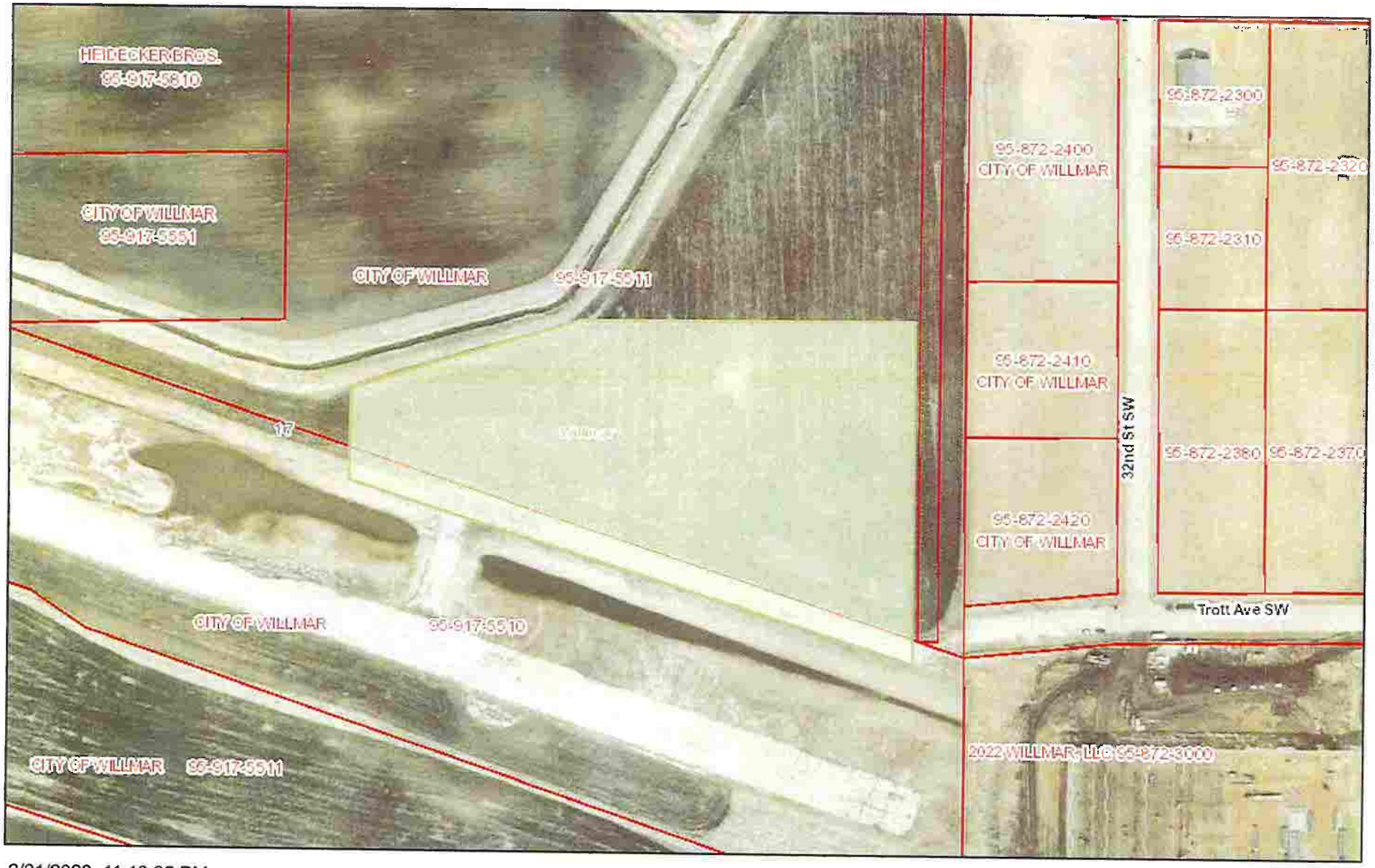
TBD

ACCEPTED AND AGREED TO:

Aaron Backman, Executive Director
Kandiyohi County & City of Willmar
Economic Development Commission

Justice Walker, Director
Planning & Development Department
City of Willmar, Minnesota

Project Phoenix (Approximately 13 Acres)



2/21/2023, 11:13:25 PM

Railroad
City
Township Roads
US
State
Township
County Gravel
County
County Gravel
County
US & State Highways
US
State

1:4,514

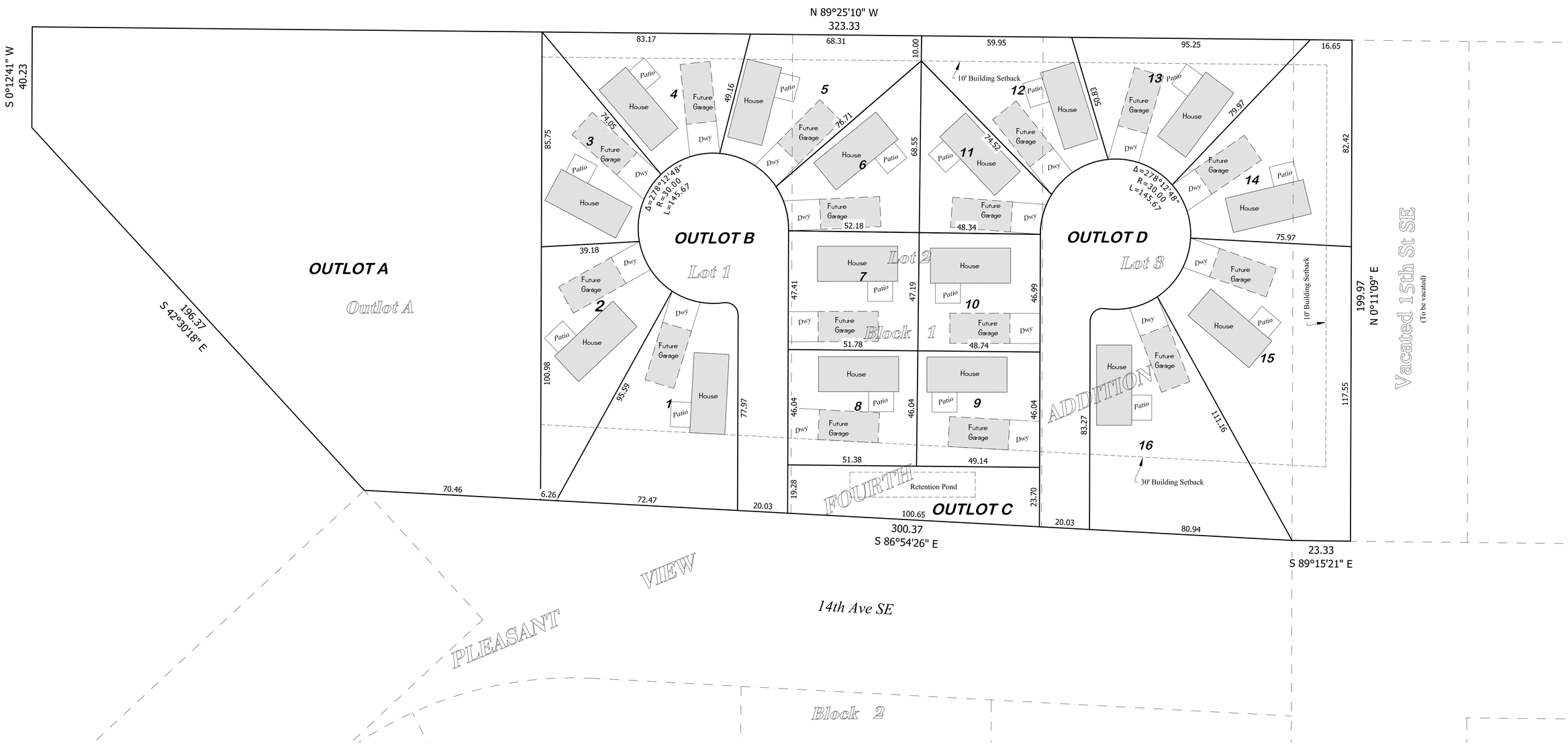
0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km

City of Willmar
This is not an Official map or survey

Preliminary Plat of:

PAFFRATH TINY PHLATZ



Willmar Lakes Area CVB Board Meeting
EBO Board Room of the CVB/Chamber & Online Via Zoom
Tuesday, April 18, 2023, @ 12:00 Noon

Members Present: Caroline Chan, John Dahl, Dave Henle, Doug Kuehnast, Sabrina Lere, Audrey Nelsen, Sue Steinert, Judy Thompson, Nancy Larson, Chad Lien, Asim Siddiqui, David Feist, Mike McArthur, Dave Baker

Members Excused: Ryan Scheffler, Ken Warner, and Steve Gardner

Members Absent: Art Benson

Staff Present: Beth Fischer and Tanya Rosenau

I. **Call to Order:** Steinert called the meeting to order at 12:06 pm.
   a. **Additions or corrections to the agenda:** Fischer added two sponsorship requests. It was MSC (m/Kuehnast; s/Dahl) to approve the additions to the agenda.

II. **Presentation on Zartico:** Adam Johnson gave a brief history of how he came to work for Zartico, the first Destination Operating System. Currently they have 15 partners in Minnesota. Their program collects data starting in 2021 and can pull information from up to a week ago. There can be unlimited logins within an organization for the same price. The annual subscription cost for the Basic Package is $25,000. Their mission is to empower DMOs to be better stewards of the world's tourist destinations through improved data intelligence and decision-making. Zartico harnesses and streamlines complex data to provide a full spectrum of data science, benchmarking and analytical services for use in marketing, community development and sustainability efforts. Basically, they want to provide the clearest view of the visitor economy for the DMOs they partner with. When you partner with them, you'll receive the following visitor/resident data: geolocation, spend data, event data. Their integrated data model includes destination application, partner engagement, Education Training & Support. Adam went through a demo dashboard to show what kind of information can be reported.

[Baker joined meeting]

[Dahl exited meeting]

Feist asked why you would need a program that gives data on visitors that already come to our area instead of data on how to market to new visitors. Fischer utilized the example of possibly expanding the Spicer 4th of July event and possibly offering bus transportation to the event from area businesses and hotels. But right now, we don't know who's coming to the event and how far they are coming from. If we knew this, we would have a better sense of how far out we should market for that event. This program can also show us whether people that come for a convention are getting out in the community and where they are spending their money. Larson suggested having Fischer contact 2-3 MN CVB's using this program and ask them to share how they utilize the information and who they share the information with. There was a discussion on the Return on Investment for this program. It was MSC (m/Kuehnast; s/Baker) to create a sub-committee to study the impact of what this program could give us. Feist, Lere, Chan, and Henle volunteered to serve on the sub-committee.

III. **Approve Minutes from the March 21, 2023, Meeting:** It was MSC (m/Kuehnast; s/Larson) to approve the minutes from the March 21, 2023, meeting.

IV. **Financial Report:** Thompson presented the financial report and reviewed the lodging tax revenues report. She noted that the Restricted Fund Balance – CVB 2023 is $50,250. There has been an increase in advertising and promotion this year. It was MSC (m/Nelsen, s/Henle) to approve the financial report as it was presented.

V. **Committee Reports/Updates:**

a. **Sports:** Fischer shared for Scheffler that they have the Life Connections event on Friday and the Willmar Wrestle Mania on Saturday. They also have Sunrise Events Craft Show on May 5th and 6th at the Events Center. They are hoping to get all the ball fields ready for High School games by the end of today.

b. **Leisure:** Feist shared that they met at Raptor Ridge Museum. The museum is open by appointment only. The committee recapped the sport shows. All of the shows were down in attendance with the exception of the Sioux Falls Sport Show. They went over the Shrpa platform and that everyone can be creators. They discussed advertising in a hotel newspaper overlay, but ultimately decided not to move forward with that opportunity. Earth Day Celebration is this weekend at PWELC. They talked about Tourism Week (May 7-13th) and how to get people involved and share how tourism impacts the area. There was a consensus to do the t-shirts again to help promote tourism week, but to do them in a blue color.

c. **Meetings & Conventions:** No new business to report.

[Siddiqui exited meeting]

d. **Visitor Guide:** No new business to report.

[Baker exited meeting]

VI. **Affiliated Partnership Updates/Reports:**

a. **Spicer Commercial Club:** Larson shared that they continue to work on the Spicer 4th of July Celebration and the Volunteer Appreciation. Fischer said there is a 4th of July meeting April 26th at 8:00 am.

b. **New London:** No report received from Dahl.

VII. **Executive Director Report:** Fischer reviewed the April Executive Director Report. She noted some upcoming events, including the NARFE Convention, Sunburg Syttende Mai Celebration, Porchfest in New London, Oddfellows and Rebekah Conference, and many more. She submitted an ad to Ultimate Travel Guide, AAA Living, MN Trails, and the MN Golf Guide. She contracted ad space with MN Monthly and contracted with Explore Minnesota for online lead generation. She met with Bandwango to continue work on the passport. We continue to have a PPC campaign running on Google and market extensively on social media. She submitted a bid to host the Lions Convention in 2024 and the 2024 Flere Lag Stevne. Fischer has not been told anything directly from the EDC, but she has heard that the Operations Board is recommending eliminating the funding over the course of 3 years. Will need to make decisions on our budget going forward. Copies of the Executive Director's Report are available upon request from the CVB office.

VIII. **Other Business:**

a. **Branding Update:** Fischer said the City of Willmar moved forward and has an RFP out for a brand update. It was a consensus to move forward with the removal of the words Convention & Visitors Bureau working and to add an action word to our existing logo. A full rebrand will be further reviewed later.

b. **Sponsorship Requests:** Little Crow Ski Team is requesting a Sponsorship package of $1,000. Foot Lake 4 is requesting sponsorship for $500. It was MSC (m/Nelsen, s/Thompson) to approve granting the both requests.

c. **Word Around the Community:**

i. **Nelsen:** She shared that Steve Okin's last day is Friday as well as his retirement party.

d. **Other:**

e. **Next Meeting:** Tuesday, May 16, 2023, at 12:00 noon

IX. **Adjournment:** Steinert adjourned the meeting at 1:33 pm.

Respectfully Submitted by,
Tanya Rosenau, Administrative Assistant
Willmar Lakes Area Convention & Visitors Bureau

City of Willmar

CONVENTION & VISITORS BUREAU

Balance Sheet as of April 30, 2023

(As of 05/11/23)

Assets		
Cash	$	7,972.55
Bremer Wealth Money Market		52.53
Petty Cash		50.00
Investments		367,499.75
Taxes Receivable		-
Accounts Receivable		-
Prepaid Expenses		61.18
Interest Receivable		57.02
Total Assets	$	375,693.03
Liabilities		
Accounts Payable	$	-
PPP2 Loan Share from Chamber		-
Unrealized Revenue - Taxes		-
Total Liabilities		-
Fund Balance		
Restricted Fund Balance - Prepaid Expenses		4,095.56
Committed Fund Balance - CVB		28,193.86
Assigned Fund Balance - Petty Cash/CVB		50.00
Restricted Fund Balance - CVB		297,918.61
Restricted Fund Balance - CVB 2023 Cash Flow		45,435.00
Total Fund Balance		375,693.03
Total Liabilities & Fund Balance	$	375,693.03

Willmar
All-America City
2005

Lodging Tax History

	2015	2016	2017	2018	2019	2020	2021	2022	2023
January	$ 12,481.92	$ 16,072.96	$ 15,411.55	$ 14,438.84	$ 14,232.85	$ 14,148.02	$ 7,741.02	$ 17,530.03	$ 19,479.44
								9 properties | 476 rooms	10 properties | 497 rooms
February	$ 13,861.89	$ 12,644.59	$ 13,292.01	$ 13,934.28	$ 14,552.98	$ 15,048.46	$ 9,101.68	$ 13,032.62	$ 16,367.14
								9 properties | 476 rooms	10 properties | 497 rooms
March	$ 13,268.74	$ 11,951.98	$ 14,443.01	$ 14,696.50	$ 15,673.47	$ 9,303.62	$ 12,363.16	$ 16,301.29	$ 23,116.95
								10 properties | 497 rooms	10 properties | 497 rooms
April	$ 20,893.77	$ 16,855.81	$ 15,757.48	$ 16,409.14	$ 17,819.29	$ 4,588.16	$ 15,029.77	$ 19,180.17	$ -
								10 properties | 497 rooms	
May	$ 27,168.41	$ 16,576.02	$ 15,746.72	$ 20,539.88	$ 20,001.25	$ 7,314.51	$ 17,537.08	$ 25,997.69	$ -
								10 properties | 497 rooms	
June	$ 31,353.36	$ 23,587.69	$ 26,686.49	$ 28,342.49	$ 24,163.13	$ 12,608.70	$ 23,624.61	$ 31,219.70	$ -
								10 properties | 497 rooms	
July	$ 31,335.96	$ 21,423.26	$ 27,584.55	$ 28,880.56	$ 26,044.25	$ 16,449.45	$ 28,542.94	$ 34,930.15	$ -
								10 properties | 497 rooms	
August	$ 26,012.06	$ 24,542.87	$ 26,921.27	$ 26,212.67	$ 25,113.28	$ 17,345.10	$ 28,063.26	$ 37,198.88	$ -
								10 properties | 497 rooms	
September	$ 19,337.47	$ 20,738.25	$ 21,674.86	$ 24,656.95	$ 23,058.37	$ 16,540.48	$ 23,485.38	$ 29,875.49	$ -
								10 properties | 497 rooms	
October	$ 17,588.17	$ 19,325.13	$ 21,137.60	$ 23,002.47	$ 22,999.10	$ 16,290.21	$ 20,545.88	$ 32,789.52	$ -
								10 properties | 497 rooms	
November	$ 13,727.63	$15,342.87	$14,726.67	$17,698.50	$17,729.37	$8,651.30	$17,090.35	$25,876.14	$ -
Camping	$14,785.45	$15,497.95	$15,862.70	$16,275.30	$15,594.25	$13,829.45	$17,917.95	$15,558.85	
December	$ 13,694.93	$13,812.73	$13,553.46	$14,020.88	$14,276.98	$6,674.59	$15,743.86	$21,732.15	$ -
								11 properties | 548 rooms	
Total Lodging tax	$ 255,509.76	$ 228,372.11	$ 242,798.37	$ 259,108.46	$ 251,258.57	$ 158,792.05	$ 236,786.94	$ 321,222.68	$ 58,963.53

MINUTES
WILLMAR POLICE COMMISSION
Friday, May 12, 2023

A meeting of the Willmar Police Civil Service Commission was held on Friday, May 12, 2023, at the Law Enforcement Center in Willmar.

Present were Police Civil Service Commission members President Earline Schulstad, Vice President Mike Kubesh, and Secretary Lilbon Clark. Police Chief Jim Felt and Administrative Assistant Sue Edwards were also present.

The meeting was called to order by Commissioner Schulstad at 11:08 a.m.

A motion was made by Commissioner Kubesh, seconded by Commissioner Schulstad, to approve the April 21, 2023 minutes as submitted. **Motion carried**.

Chief Felt informed the Commission that he was looking for direction on how they would like to proceed with the police officer hiring process. Discussion followed on possible changes in order to speed up the process, as there is a limited pool of applicants and numerous openings for police officers throughout the state, with many departments offering hiring incentives.

After further discussion, a motion was made by Commissioner Kubesh, seconded by Commissioner Schulstad, to proceed with the police officer hiring process as follows:

- Waive the written test.
- Advertise on the MN POST website, the City of Willmar website, and the WPD Facebook page.
- Testing process will consist of an oral examination, successful completion of a background investigation, along with passing a psychological and physical test.
- Preference points given for veterans, as required under MN statutes, with an application form available for such preference.
- Résumés and cover letters will be required, along with the application.
- Leave the deadline open until all vacancies are filled.

Motion carried.

Miscellaneous:

Chief Felt informed the Commission that CSO Bryan Almejo had turned in a resignation letter, as he will be moving to St. Cloud to continue his education in Criminal Justice.

Janelle Hansen has been hired as a secretary to replace Kim Becker-Stenglein and will start on May 25th. Katie Laughlin is back, working part-time, to help out with the transition and training.

Ross Smeby finished his police officer field training and will be back working forensics; still working out what his schedule will be working the road.

The Police Department received a grant through the MN Chief's Association for a Community Canine Program. CSO Meghan Dimler will be heading up a Willmar Community Canine Program to begin this summer.

Discussion on future positions within the department, minimum qualifications / requirements for Police Chief, and possibly having two Lieutenant positions versus one Captain position. Along with the FBI National Academy and School of Police Staff and Command, which are ten-week programs, Northwestern University is now offering a three-week intensive Executive Management Program, which is one of the requirements for the Chief's position.

There being no further business, a motion to adjourn was made by Commissioner Schulstad, seconded by Commissioner Kubesh. The meeting was adjourned at 11:45 a.m.

/s/ Sue Edwards

WILLMAR MUNICIPAL UTILITIES COMMISSION
MEETING MINUTES – MAY 22, 2023
11:45 AM – WMU AUDITORIUM

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, May 22, 2023, at 11:45 am in the WMU Auditorium with the following Commissioners present: Bruce DeBlieck, Shawn Mueske, Dave Baumgart, Carol Laumer (arrived @ 11:55 am), John Kennedy, and Terrill Sieck. Absent was Commissioner Patricia Elizondo.

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

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

RESOLUTION NO. 17

"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 May 8, 2023, Commission meeting; and,
- Bills represented by vouchers No. 20230609 to No. 20230707 and associated wire transfers inclusive in the amount of $2,409,409.09.

Dated this 22nd day of May, 2023.

_____
President

Attest:

_____
Secretary

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

Staff Electrical Engineer Smith provided a summary of a recent power outage. On May 17th at 6:40 am, WMU's protection system detected a fault and de-energized Feeder #21. WMU Linemen patrolled the area and determined the cause of the outage as a squirrel located near a riser on Benson Avenue SW. Crews restored the power at 7:40 am with approximately 870 customers out of electricity for 60 minutes. Under normal circumstances, the outage would have affected approximately 600 customers. Upon completion of the new substation located to the north of the WMU Office (June 2023), this will lessen the number of affected customers in the future.

Facilities & Maintenance Supv. Marti reviewed with the Commission the latest WMU Strategic Plan update. Eight primary goals have been identified and prioritized along with actions and timelines required to achieve these goals. This format streamlines both short-term (one year) and long-term (2-5 yrs.) timelines. Marti presented a review of the tasks and timeline updates as of May 2023. The current WMU Strategic Plan is in the third year of the original five-year plan (approved in 2021). The Strategic Plan is considered a "living" document and is continually updated by Staff.

General Manager Harren introduced the 2022 MRES Year-in-Review video. This informative video presents an overview of the valuable assets, achievements, and strong financial stability of Missouri River Energy Services (MRES). Topics reviewed included: time-of-use rates, debt service coverage, positive bond ratings, various transmission projects, increase pay for member-owned generation, creation of an alternate operations site, and funding of WAPA capital projects for clean reliable energy. The presentation illustrates the continued commitment by MRES to deliver affordable, reliable energy and energy services to its 61 member communities including Willmar.

In conjunction with the MRES review, a recap of the 58th MRES Annual Meeting was presented. Attending the May 10-11 meeting were Commissioners DeBlieck, Laumer, Kennedy and Elizondo, and WMU Staff members Harren, Johnson, Marti and Prekker. Presentations included the following: Renewable, Hydrocarbons and the Future of the Electric Grid; Rethinking Reliability: Short and Long-term Actions; Western Area Power Administration Update; and, Federal Legislative Updates. In addition to these topics, Commissioner DeBlieck was honored with the Community Leader Award for his years of dedicated service to our community, utility, MRES and public power. Congratulations, Bruce!

MRES is once again offering member tours of the Red Rock Hydroelectric Project (RRHP) this summer. RRHP (near Pella, IA) began operating in June 2021 and is the newest clean, renewable, and reliable power supply resource for MRES. Tour dates are scheduled for June 28th, August 3rd, and August 17th. Tours are limited to 30 people and pre-registration is required.

General Manager Harren informed the Commission that MMUA is offering a workshop to visit with area commissioners, city officials, and others about power and the importance of municipal utilities. The event is entitled *Interacting on the Issues: protecting, promoting, and strengthening your hometown utility.* MMUA government relations team and peers will discuss the implications of new laws, explore solution opportunities, and provide networking opportunities. The area workshop will be held on June 27th from 5:00-7:00 pm in Litchfield (Eagles Club). There is no charge for the event, but advanced registration is required.

General Manager Harren informed the Commission that a meeting of the WMU Planning Committee will be held on Monday, June 5th at 12:00 pm. Topics of discussion will include generation (main topic) along with a building project update. Additional meetings of both the WMU Labor and Planning Committees will also be forthcoming. Tentative future Labor Committee agenda items will include a purchase agreement for the sale of WMU property and union negotiations. Tentative future Planning Committee agenda items will include generation, new building, water treatment plant funding, and SunRay Water System.

For information: Upcoming 2023 events to note include:

- 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 DeBlieck offered a motion to adjourn. Commissioner Kennedy seconded the motion which carried by a vote of six ayes and zero nays, and the meeting was adjourned at 12:40 pm.

Respectfully Submitted,

WILLMAR MUNICPAL UTILITIES

_____

Beth Mattheisen
Executive Secretary

ATTEST:

_____

Dave Baumgart, Secretary

PARKS AND RECREATION BOARD
April 19, 2023 1:30PM
Community Room-Willmar Civic Center

Members Present:	Rand Middleton, Jim Anderson, Chloe Quinn Steve Tammen, Kent Skoglund
Staff Present:	Rob Baumgarn, Rachel Centellas, Curt Hein, Anita Nelson
City Council Members:	Julie Asmus

Kent called the meeting to order and took roll call. He asked for any additions or deletions to the agenda, Rob added discussion on the Country Music Festival to the agenda.

Kent asked for a motion to approve the March meeting minutes. Jim made a motion and Chloe seconded. All were in favor. March meeting minutes approved. There were no public comments.

The first top of discussion was the Willmar Public School and City of Willmar facility use agreement. Rob explained that it is time to renew this agreement. This agreement allows each entity to use each other's facilities at no cost. Rob would like to look at changing the agreement to possibly update the rentals at Robbins Island and Rice Park shelters. The City now has a cleaning service that does the cleaning after each rental. This fee is similar to what the school charges the City for a custodial fee. Discussion was had on the facility use agreement.

The next item on the agenda was the concession and vending agreement with Viking Coca-Cola. Requests were sent to Pepsi and Viking Coca-Cola for quotes on pricing for concession and vending. Viking Coca-Cola came out with a better agreement and pricing. They will also have advertising rights and will be donating $25,000 over the next 3 years. Discussion was had on this agreement.

Updates on the baseball/softball fields as well as the turf fields were done. Curt talked about the update on Elsie Klemmetson field. Teams have been playing on the field, it still needs foul poles. The sound system needs some work as well as the concessions. They are hoping to be done with everything by June 11th for the baseball tournament. The Rec softball fields grass is almost ready. Discussion was also had about break-ins on the turf fields.

Upcoming events at the Civic Center were discussed.

The added Country Musical Festival agenda item was the next topic of discussion. Rob explained that Studio 38 would like to put on a 2-Day event at Robbins Island for a Country Musical Festival. They are hoping to hold it in August and would want to close the park from Thursday to Sunday. Discussion was had on this event.

Anita discussed her coordinators report. She talked about her ongoing adult rec leagues. The bikes are almost ready to go there are 20 ready so far. The pool will start to be cleaned soon and she has all her staff ready for the season.

There were no board announcements.

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

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	5.G.
Agenda Section:	Consent Items	**Originating Department:**	Finance
Resolution:	No	**Prepared By:**	Carol Cunningham, Assistant Finance Director
Ordinance:	No	**Presented By:**	Judy Thompson, City Clerk
Item:	Accounts Payable Report, 05-10-23 Thru 05-30-23		

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 05-10-23 Thru 05-30-23

Report Selection:

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

INCLUSIONS:

Fund & Account.		thru
Check.. Date.....	05/10/2023	thru 05/30/2023
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 NAME AND NUMBER												
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
AB VACUUM CENTER 000008													
68313	05/30/23	VACUUM HEAD	37.75		000223		D	N	01			MTCE. OF EQUIPME	651.48484.0224
ACE ROLLOFFS & DISPOSAL 003696													
68314	05/30/23	GARBAGE SERVICE-MAY	846.00		200/05-23		D	N	01			CLEANING AND WAS	101.43425.0338
68314	05/30/23	GARBAGE SERVICE-MAY	352.50		213/05-23		D	N	01			CLEANING AND WAS	101.43425.0338
68314	05/30/23	GARBAGE SERVICE-MAY	49.68		233/05-23		D	N	01			CLEANING AND WAS	101.45435.0228
68314	05/30/23	GARBAGE SERVICE-MAY	292.00		235/05-23		D	N	01			CLEANING AND WAS	101.45433.0228
68314	05/30/23	GARBAGE SERVICE-MAY	52.70		237/05-23		D	N	01			CLEANING AND WAS	101.42412.0338
68314	05/30/23	GARBAGE SERVICE-MAY	129.48		238/05-23		D	N	01			CLEANING AND WAS	101.41408.0338
68314	05/30/23	GARBAGE SERVICE-MAY	202.64		239/05-23		D	N	01			CLEANING AND WAS	101.43425.0338
68314	05/30/23	GARBAGE SERVICE-MAY	24.35		240/05-23		D	N	01			CLEANING AND WAS	651.48484.0338
68314	05/30/23	GARBAGE SERVICE-MAY	209.71		241/05-23		D	N	01			CLEANING AND WAS	651.48484.0338
			2,159.06	*CHECK TOTAL									
		VENDOR TOTAL	2,159.06										
AFLAC 003800													
68301	05/19/23	ACCIDENT INS-MAY	31.07		5-2023		D	-				INS. PASS THROUG	101.41428.0819
68301	05/19/23	CANCER INS-MAY	245.87		5-2023		D	-				INS. PASS THROUG	101.41428.0819
68301	05/19/23	SHORT TERM DSBLTY-MAY	440.83		5-2023		D	-				INS. PASS THROUG	101.41428.0819
			717.77	*CHECK TOTAL									
		VENDOR TOTAL	717.77										
ALEX AIR APPARATUS INC 002061													
68315	05/30/23	REPAIR GEAR-LABOR	286.78		INV-47818		D	-				SUBSISTENCE OF P	101.42412.0337
68315	05/30/23	AIR QUALITY TEST	146.25		6817		D	-				PROFESSIONAL SER	101.42412.0446
			433.03	*CHECK TOTAL									
		VENDOR TOTAL	433.03										
AMAZON CAPITAL SERVICES 003557													
68316	05/30/23	UNIFORM VEST NAME TAG	8.99		1DVJ-HLGT-4TPD		D	-				GENERAL SUPPLIES	101.42411.0229
68316	05/30/23	SPEAKERS&WEBCAMS	493.85		1KN3-977T-31FQ		D	-				SMALL TOOLS	101.41409.0221
68316	05/30/23	ELECTRONIC TRANSLATORS	348.34		1K97-HY9X-FVGL		D	-				SMALL TOOLS	101.42411.0221
68316	05/30/23	MOUNTS	257.30		1LKW-9J7X-39MX		D	-				MTCE. OF STRUCTU	101.41409.0225
68316	05/30/23	RECEIPT PAPER	20.00		1LN4-7R6G-N4NQ		D	-				OFFICE SUPPLIES	101.41409.0220
68316	05/30/23	IT SUPPLIES	103.13		1L4K-7YH3-33VT		D	-				SMALL TOOLS	101.41409.0221
68316	05/30/23	RAIDO EARPIECES	68.73		1MNM-1JTY-DYJ3		D	-				SMALL TOOLS	101.42411.0221
68316	05/30/23	HANNEMAN-IPHONE CASE	27.27		1XWG-JTFV-7LKT		D	-				SMALL TOOLS	101.41409.0221
68316	05/30/23	INVESTIGATION HEADPHONES	28.99		11H4-F7PK-FVX1		D	-				SMALL TOOLS	101.42411.0221
68316	05/30/23	NETWORK SWITCH MOUNTS	338.96		19K7-HH1M-M73D		D	-				SMALL TOOLS	101.41409.0221
68316	05/30/23	NETWORK SWITCH MOUNTS	462.70		19K7-HH1M-M73D		D	-				MTCE. OF STRUCTU	101.41409.0225
			2,158.26	*CHECK TOTAL									
		VENDOR TOTAL	2,158.26										
AMERICAN WELDING & GAS I 000057													
68317	05/30/23	WELDING GAS	186.35		09320197		D	-				GENERAL SUPPLIES	101.43425.0229
ANCHOR INDUSTRIES INC 002400													
68318	05/30/23	FUNBRELLA	4,184.30		INV-11230		D	-				SMALL TOOLS	101.45437.0221

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
ANDERSON/ALEXANDER 003265														
	68319	05/30/23	FUEL-ADV GANG TRAINING	43.10		051123		D	-				MOTOR FUELS AND	101.42411.0222
	68319	05/30/23	ADV. GANG TRAINING	193.00		051123		D	-				TRAVEL-CONF.-SCH	101.42411.0333
				236.10	*CHECK TOTAL									
			VENDOR TOTAL	236.10										
ANDI'S FENCEALL 002815														
	68320	05/30/23	FENCE RPR-SWANSSON ORANG	485.76		2281		D	N	01			MTCE. OF OTHER I	101.45432.0226
ARAMARK 000051														
	68321	05/30/23	UNIFORM RENTAL	103.44		2560117259		D	-				RENTS	101.43425.0440
	68321	05/30/23	UNIFROM RENTAL	9.70		2560117284		D	-				RENTS	101.42412.0440
	68321	05/30/23	UNIFORM RENTAL	94.53		2560119741		D	-				RENTS	101.43425.0440
	68321	05/30/23	UNIFROM RENTAL	9.70		2560119763		D	-				RENTS	101.42412.0440
	68321	05/30/23	UNIFORM RENTAL	103.44		2560122126		D	-				RENTS	101.43425.0440
	68321	05/30/23	UNIFROM RENTAL	9.70		2560122157		D	-				RENTS	101.42412.0440
	68321	05/30/23	UNIFORM RENTAL	91.38		2560124459		D	-				RENTS	101.43425.0440
	68321	05/30/23	UNIFROM RENTAL	9.70		2560124465		D	-				RENTS	101.42412.0440
				431.59	*CHECK TOTAL									
			VENDOR TOTAL	431.59										
ARCHIVESOCIAL 003398														
	68322	05/30/23	2023 SOC MEDIA ARCHIVE	7,188.00		28192		D	-				SUBSCRIPTIONS AN	101.41409.0443
AT&T MOBILITY 000075														
	68323	05/30/23	PHONE SERVICE-APRIL	911.48		05032023		D	-				COMMUNICATIONS	101.41409.0330
ATWATER FESTIVAL COMMITT 003843														
	68324	05/30/23	ATWATER FEST DAYS SPONS	500.00		052223		D	-				OTHER CHARGES	208.45013.0449
B&H FOOD SERVICE .03278														
	68325	05/30/23	CONCESSION SUPPLIES	4,095.00		000081		D	-				GENERAL SUPPLIES	101.45433.0229
BACKES TECHNOLOGY SERVIC 000087														
	68326	05/30/23	SWANNSON FIELD-AUDIO	16,712.64		20985		D	-				PROFESSIONAL SER	420.45504.0446
BEACON ATHLETICS LLC 000096														
	68327	05/30/23	FIELD MAINTANCE	1,758.00		0570596-IN		D	-				MTCE. OF OTHER I	101.43425.0226
	68327	05/30/23	FIELD EQUIPMENT	598.00		0570596-IN		D	-				MTCE. OF OTHER I	101.45432.0226
				2,356.00	*CHECK TOTAL									
			VENDOR TOTAL	2,356.00										
BENSON LAUNDRY 003377														
	68328	05/30/23	CLEANING SUPPLIES	56.40		383570		D	-				CLEANING AND WAS	101.45433.0228
	68328	05/30/23	CLEANING SUPPLIES	56.40		384234		D	-				CLEANING AND WAS	101.45433.0228
	68328	05/30/23	CLEANING SUPPLIES	56.40		384901		D	-				CLEANING AND WAS	101.45433.0228
	68328	05/30/23	CLEANING SUPPLIES	56.40		385555		D	-				CLEANING AND WAS	101.45433.0228
	68328	05/30/23	CLEANING SUPPLIES	56.40		386230		D	-				CLEANING AND WAS	101.45433.0228
				282.00	*CHECK TOTAL									
			VENDOR TOTAL	282.00										

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
BERGANKDV		003702											
68329	05/30/23	TYLER IMPL PROG BILL-A	3,600.00		1196850			D	-			SUBSCRIPTIONS AN	219.41409.0443
BERNICK'S PEPSI-COLA CO		000103											
68330	05/30/23	COFFEE	218.40		I39839			D	-			GENERAL SUPPLIES	101.43425.0229
BOARMAN KROOS PFISTER		001126											
68331	05/30/23	PROFESSIONAL SERVICES	2,028.00		61720			D	-			PROFESSIONAL SER	101.41408.0446
BOLTON & MENK INC		001010											
68332	05/30/23	19TH SE & LAKEL DR S	1,806.00		0310609			D	-			PROFESSIONAL SER	422.48455.0446
68332	05/30/23	EPITOPIX SANITARY SEWE	2,267.50		0310618			D	-			PROFESSIONAL SER	405.41402.0446
68332	05/30/23	EPITOPIX WATERMAIN EXTEN	198.00		0310620			D	-			PROFESSIONAL SER	405.41402.0446
68332	05/30/23	APRON EXPANSION	1,600.00		0311897			D	-			PROFESSIONAL SER	430.43430.0446
			5,871.50	*CHECK TOTAL									
		VENDOR TOTAL	5,871.50										
BRAUN INTERTEC CORPORATI		000117											
68333	05/30/23	PROF SERVICE 05/05/2023	945.00		B341507			D	-			PROFESSIONAL SER	101.43417.0446
BSE		001980											
68334	05/30/23	AERATOR MOTOR CONNECTORS	206.10		926213788			D	-			MTCE. OF EQUIPME	651.48484.0224
68334	05/30/23	LIGHTS-POOL PARTS	59.20		926292429			D	-			MTCE. OF STRUCTU	101.45437.0225
68334	05/30/23	POOL OUTLET	9.29		926300316			D	-			MTCE. OF STRUCTU	101.45437.0225
			274.59	*CHECK TOTAL									
		VENDOR TOTAL	274.59										
CALIBRE PRESS INC		000135											
68335	05/30/23	HOLME&NELSON TRANING	398.00		76460			D	-			TRAVEL-CONF.-SCH	101.42411.0333
CANON FINANCIAL SERVICES		002336											
68336	05/30/23	COPIER LEASE-MAY	98.56		30501998			D	-			RENTS	101.41405.0440
CARD SERVICES		002552											
68303	05/22/23	LATE FEE 03/01/2023	12.50		STMT/05-23			D	-			GENERAL SUPPLIES	101.45433.0229
68303	05/22/23	CONCESSION SUPPLIES	39.90		042013			D	-			GENERAL SUPPLIES	101.45433.0229
			52.40	*CHECK TOTAL									
		VENDOR TOTAL	52.40										
CARDMEMBER SERVICE		002365											
68304	05/22/23	MEDIATION LUNCH	33.82		STMT/04-23			D	-			SUBSISTENCE OF P	101.41400.0227
68304	05/22/23	2040 LEADERSHIP GRAD-VAL	25.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.41400.0333
68304	05/22/23	EASTER EGG HUNT GIFT CRD	15.00		STMT/04-23			D	-			SUBSISTENCE OF P	101.41400.0337
68304	05/22/23	EASTER EGG HUNT GIFT CRD	15.00		STMT/04-23			D	-			SUBSISTENCE OF P	101.41400.0337
68304	05/22/23	BATTERIES-TAPE RECORDER	12.39		STMT/04-23			D	-			OFFICE SUPPLIES	101.41401.0220
68304	05/22/23	NELSEN LODGING	171.16CR		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.41401.0333
68304	05/22/23	FUEL FOR RENTAL CAR	43.87		STMT/04-23			D	-			MOTOR FUELS AND	101.41402.0222
68304	05/22/23	RENTAL CAR	300.00CR		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.41402.0333
68304	05/22/23	RENTAL CAR	542.84		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.41402.0333
68304	05/22/23	PARKING FOR MEETING	13.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.41402.0333

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARDMEMBER SERVICE 002365													
68304	05/22/23	GIS BOOKS	168.79		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.41402.0333
68304	05/22/23	PARKING FOR MEETING	13.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.41402.0333
68304	05/22/23	LATE FEE STMT/03-23	590.73		STMT/04-23			D	-			OTHER CHARGES	101.41402.0449
68304	05/22/23	OKINS-RETIREMENT G.CARD	250.00		STMT/04-23			D	-			AWARDS AND INDEM	101.41405.0442
68304	05/22/23	OKAINS-RETIREMENT CARD	5.38		STMT/04-23			D	-			AWARDS AND INDEM	101.41405.0442
68304	05/22/23	AD-FINANCE DIRECTOR	524.60		STMT/04-23			D	-			ADVERTISING	101.41405.0447
68304	05/22/23	AD-FINANCE DIRECTOR	354.92		STMT/04-23			D	-			ADVERTISING	101.41405.0447
68304	05/22/23	AD-FINANCE DIRECTOR	120.48		STMT/04-23			D	-			ADVERTISING	101.41405.0447
68304	05/22/23	CANDY-EASTER EGG HUNT	25.09		STMT/04-23			D	-			GENERAL SUPPLIES	101.41408.0229
68304	05/22/23	CHAIR-KVEENE	249.99		STMT/04-23			D	-			OFFICE SUPPLIES	101.41409.0220
68304	05/22/23	POSTAGE-RETURN OPTICS	4.85		STMT/04-23			D	-			POSTAGE	101.41409.0223
68304	05/22/23	AP MOUNT-DOAC	18.15		STMT/04-23			D	-			MTCE. OF STRUCTU	101.41409.0225
68304	05/22/23	AP MOUNTS-CIVIC CNTR	14.56		STMT/04-23			D	-			MTCE. OF STRUCTU	101.41409.0225
68304	05/22/23	EXVAULT SUBSCRIPTION	100.00		STMT/04-23			D	-			SUBSCRIPTIONS AN	101.41409.0443
68304	05/22/23	SIP PLAN	164.56		STMT/04-23			D	-			SUBSCRIPTIONS AN	101.41409.0443
68304	05/22/23	CRASHPLAN-APRIL	39.96		STMT/04-23			D	-			SUBSCRIPTIONS AN	101.41409.0443
68304	05/22/23	WEBSITE CANDIDS	485.00		STMT/04-23			D	-			PROFESSIONAL SER	101.41409.0446
68304	05/22/23	EMPOWER CONF-PABLO	183.59		STMT/04-23			D	-			UTILITIES	101.41418.0332
68304	05/22/23	2040 LEADERSHIP-PABLO	25.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.41418.0333
68304	05/22/23	LODGING-2040 LEADERSHIP	179.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.41418.0333
68304	05/22/23	BLOOD DRIVE	150.00		STMT/04-23			D	-			PROFESSIONAL SER	101.41420.0446
68304	05/22/23	WELLNESS	4.98		STMT/04-23			D	-			PROFESSIONAL SER	101.41420.0446
68304	05/22/23	WELLNESS	322.74		STMT/04-23			D	-			PROFESSIONAL SER	101.41420.0446
68304	05/22/23	BLOOD DRIVE DONATION	30.00		STMT/04-23			D	-			PROFESSIONAL SER	101.41420.0446
68304	05/22/23	BINDER RINGS	8.06		STMT/04-23			D	-			OFFICE SUPPLIES	101.42411.0220
68304	05/22/23	TASER BATTERIES	279.20		STMT/04-23			D	-			SMALL TOOLS	101.42411.0221
68304	05/22/23	TASER BATTERIES	194.90		STMT/04-23			D	-			SMALL TOOLS	101.42411.0221
68304	05/22/23	CERT EQUIPMENT	281.12		STMT/04-23			D	-			SUBSISTENCE OF P	101.42411.0227
68304	05/22/23	CERT TRNG MEAL	231.88		STMT/04-23			D	-			SUBSISTENCE OF P	101.42411.0227
68304	05/22/23	CRITICAL INCIDENT RPL	153.36		STMT/04-23			D	-			SUBSISTENCE OF P	101.42411.0227
68304	05/22/23	CRITICAL INCIDENT RPL GR	37.74		STMT/04-23			D	-			SUBSISTENCE OF P	101.42411.0227
68304	05/22/23	PROSECUTER&SERGENT LUNCH	116.36		STMT/04-23			D	-			SUBSISTENCE OF P	101.42411.0227
68304	05/22/23	RED DOT SGHT COURSE-HELG	118.10		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42411.0333
68304	05/22/23	ONLINE TRNG PRGM 5 PPL	99.75		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42411.0333
68304	05/22/23	LODGING-SOTA CONF ANDERS	220.74		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42411.0333
68304	05/22/23	LODGING-SOTA CONF ANDERS	220.74		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42411.0333
68304	05/22/23	K-9 CERTIFICATIONS	80.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42411.0333
68304	05/22/23	BAKER-EMPLOYEE APPRECITE	255.95		STMT/04-23			D	-			AWARDS AND INDEM	101.42411.0442
68304	05/22/23	NELSON-EMPLOYEE APPRECIA	255.95		STMT/04-23			D	-			AWARDS AND INDEM	101.42411.0442
68304	05/22/23	K-9 CERTIFICATIONS	80.00		STMT/04-23			D	-			SUBSCRIPTIONS AN	101.42411.0443
68304	05/22/23	PICTURE FRAMES	11.37		STMT/04-23			D	-			OFFICE SUPPLIES	101.42412.0220
68304	05/22/23	CARABINERS	113.70		STMT/04-23			D	-			SMALL TOOLS	101.42412.0221
68304	05/22/23	NAME PANELS-RIVERA&RESEN	129.94		STMT/04-23			D	-			SUBSISTENCE OF P	101.42412.0227
68304	05/22/23	AIR MONITOR NAME TAGS	144.00		STMT/04-23			D	-			GENERAL SUPPLIES	101.42412.0229
68304	05/22/23	WIPES	120.00		STMT/04-23			D	-			GENERAL SUPPLIES	101.42412.0229
68304	05/22/23	LUNCH-TRAINING MEETING	60.81		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	LUNCH-TRANING GRAVE&HANS	28.05		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	LODGING-TRAINING COREY G	153.77		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	LODGING-TRAINING COREY G	153.77		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARDMEMBER SERVICE 002365													
68304	05/22/23	BAGGAFE FEE-HANSON	30.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	BAGGAFE FEE-GILBERSTON	30.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	BAGGAFE FEE-TAYLOR	30.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	BAGGAFE FEE-ROBERSTON	30.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	UBER-AIRPORT TO HOTEL	41.91		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	MSP AIRPORT PARKING	132.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	LODGING-TAYLOR&ROBERST	1,296.36		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	LODGING-HANSON&GILBERT	1,296.36		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	LODGING-ROBERTSON	30.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	LODGING-TAYLOR	30.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	LODGING-GILBERTSON	30.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	LODGING-HANSON	30.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	UBER HOTEL TO AIPORT	41.06		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.42412.0333
68304	05/22/23	SHOP PRESSURE WASHER	90.99		STMT/04-23			D	-			MTCE. OF EQUIPME	101.43425.0224
68304	05/22/23	SIGNS FOR DOORS	87.51		STMT/04-23			D	-			MTCE. OF STRUCTU	101.43425.0225
68304	05/22/23	POURED SAFETY SURFACE	1,076.35		STMT/04-23			D	-			MTCE. OF OTHER I	101.43425.0226
68304	05/22/23	INSPECTOR DECALS-MECHAN	64.50		STMT/04-23			D	-			GENERAL SUPPLIES	101.43425.0229
68304	05/22/23	UNDERSTANDING MIRCO CLAS	19.98		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.43425.0333
68304	05/22/23	MIP INSPECTOR CERT-TRAV	245.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.43425.0333
68304	05/22/23	2040 LEADERSHIP GRAD-MAN	25.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	101.43425.0333
68304	05/22/23	FUEL SYSTEM MEMBERSHIP	95.00		STMT/04-23			D	-			SUBSCRIPTIONS AN	101.43425.0443
68304	05/22/23	AD- PUBLIC WRKS DIRECTOR	33.00		STMT/04-23			D	-			ADVERTISING	101.43425.0447
68304	05/22/23	AD-PUBLIC WRKS DIRECTOR	197.47		STMT/04-23			D	-			ADVERTISING	101.43425.0447
68304	05/22/23	AD-PUBLIC WRKS OPERATOR	540.00		STMT/04-23			D	-			ADVERTISING	101.43425.0447
68304	05/22/23	AD-PW OPERATOR&MECHANIC	500.00		STMT/04-23			D	-			ADVERTISING	101.43425.0447
68304	05/22/23	AD-PW OPERATOR&MECHANIC	512.00		STMT/04-23			D	-			ADVERTISING	101.43425.0447
68304	05/22/23	AD-PUBLIC WRKS OPERATOR	540.00		STMT/04-23			D	-			ADVERTISING	101.43425.0447
68304	05/22/23	AD-PUBLIC WRKS DIRECTOR	393.05		STMT/04-23			D	-			ADVERTISING	101.43425.0447
68304	05/22/23	AD-PUBLIC WRKS OPERATOR	240.00		STMT/04-23			D	-			ADVERTISING	101.43425.0447
68304	05/22/23	OFFICE SUPPLIES	30.35		STMT/04-23			D	-			OFFICE SUPPLIES	101.45432.0220
68304	05/22/23	OFFICE SUPPLIES	30.88		STMT/04-23			D	-			OFFICE SUPPLIES	101.45432.0220
68304	05/22/23	PRIZE DRAWING BOX	10.78		STMT/04-23			D	-			OFFICE SUPPLIES	101.45432.0220
68304	05/22/23	WALL CLOCK	30.17		STMT/04-23			D	-			OFFICE SUPPLIES	101.45432.0220
68304	05/22/23	OFFICE SUPPLIES	12.28		STMT/04-23			D	-			OFFICE SUPPLIES	101.45432.0220
68304	05/22/23	POPCORN MACHINES	589.98		STMT/04-23			D	-			SMALL TOOLS	101.45432.0221
68304	05/22/23	FLAG POLES	142.18		STMT/04-23			D	-			MTCE. OF OTHER I	101.45432.0226
68304	05/22/23	TRAINING BASEBALLS	62.12		STMT/04-23			D	-			GENERAL SUPPLIES	101.45432.0229
68304	05/22/23	MESH BAGS-SOCCER BALLS	24.80		STMT/04-23			D	-			GENERAL SUPPLIES	101.45432.0229
68304	05/22/23	ADULT REC SUPPLIES	103.86		STMT/04-23			D	-			GENERAL SUPPLIES	101.45432.0229
68304	05/22/23	SOCCER NETS	118.61		STMT/04-23			D	-			GENERAL SUPPLIES	101.45432.0229
68304	05/22/23	CONCESSION SUPPLIES	138.82		STMT/04-23			D	-			GENERAL SUPPLIES	101.45432.0229
68304	05/22/23	SOCCER NETS	345.20		STMT/04-23			D	-			GENERAL SUPPLIES	101.45432.0229
68304	05/22/23	SPORTS EQUIPMENT	53.92		STMT/04-23			D	-			GENERAL SUPPLIES	101.45432.0229
68304	05/22/23	SPORTS EQUIPMENT	161.76		STMT/04-23			D	-			GENERAL SUPPLIES	101.45432.0229
68304	05/22/23	BASKET/SOFTBALL BOARDS	94.22		STMT/04-23			D	-			GENERAL SUPPLIES	101.45432.0229
68304	05/22/23	UMPIRE BRUSH	48.45		STMT/04-23			D	-			GENERAL SUPPLIES	101.45432.0229
68304	05/22/23	BASKET/SOFTBALL SCOREBKS	116.40		STMT/04-23			D	-			GENERAL SUPPLIES	101.45432.0229
68304	05/22/23	UMPIRE CHEST PROTECTOR	325.76		STMT/04-23			D	-			GENERAL SUPPLIES	101.45432.0229
68304	05/22/23	AMAZON MEMBERSHIP	16.17		STMT/04-23			D	-			SUBSCRIPTIONS AN	101.45432.0443

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARDMEMBER SERVICE		002365											
68304	05/22/23	SOFTBALL TOURNAMENT 10U	361.79		STMT/04-23			D	-			LICENSES AND TAX	101.45432.0445
68304	05/22/23	KEYS-ARENA	28.96		STMT/04-23			D	-			MTCE. OF EQUIPME	101.45433.0224
68304	05/22/23	CONCESSION SUPPLIES	209.93		STMT/04-23			D	-			GENERAL SUPPLIES	101.45433.0229
68304	05/22/23	INK	81.87		STMT/04-23			D	-			OFFICE SUPPLIES	101.45435.0220
68304	05/22/23	DADDY DAUGHTER AD	15.00		STMT/04-23			D	-			MTCE. OF EQUIPME	101.45435.0224
68304	05/22/23	ADS-DAD DANCE/CINCO MAYO	15.00		STMT/04-23			D	-			MTCE. OF EQUIPME	101.45435.0224
68304	05/22/23	AD-CINCO DE MAYO	1.62		STMT/04-23			D	-			MTCE. OF EQUIPME	101.45435.0224
68304	05/22/23	SAW BRAKE	116.10		STMT/04-23			D	-			MTCE. OF EQUIPME	101.45435.0224
68304	05/22/23	DANCE LIGHTS	12.93		STMT/04-23			D	-			GENERAL SUPPLIES	101.45435.0229
68304	05/22/23	BLENDER	58.72		STMT/04-23			D	-			GENERAL SUPPLIES	101.45435.0229
68304	05/22/23	UNO CARD GAME	12.41		STMT/04-23			D	-			GENERAL SUPPLIES	101.45435.0229
68304	05/22/23	WOOD CHIMES	101.18		STMT/04-23			D	-			GENERAL SUPPLIES	101.45435.0229
68304	05/22/23	MEMORY MATCHING GAME	10.57		STMT/04-23			D	-			GENERAL SUPPLIES	101.45435.0229
68304	05/22/23	MILK	36.34		STMT/04-23			D	-			GENERAL SUPPLIES	101.45435.0229
68304	05/22/23	FLORAL NECKLACES	66.76		STMT/04-23			D	-			GENERAL SUPPLIES	101.45435.0229
68304	05/22/23	KITCHEN SUPPLIES	92.53		STMT/04-23			D	-			GENERAL SUPPLIES	101.45435.0229
68304	05/22/23	KITCHEN SUPPLIES	101.13		STMT/04-23			D	-			GENERAL SUPPLIES	101.45435.0229
68304	05/22/23	INK	93.73		STMT/04-23			D	-			GENERAL SUPPLIES	101.45435.0229
68304	05/22/23	INK	93.73		STMT/04-23			D	-			GENERAL SUPPLIES	101.45435.0229
68304	05/22/23	STORAGE BINS	102.06		STMT/04-23			D	-			GENERAL SUPPLIES	101.45435.0229
68304	05/22/23	2 MORTOROLA RADIOS	193.82		STMT/04-23			D	-			SMALL TOOLS	101.45437.0221
68304	05/22/23	OFFICE SUPPLIES	32.35		STMT/04-23			D	-			OFFICE SUPPLIES	235.41402.0220
68304	05/22/23	LODGING-KENNEDY MAIN ST	505.92		STMT/04-23			D	-			TRAVEL-CONF.-SCH	235.41402.0333
68304	05/22/23	WEBSITE/SOC. MEDIA WOR	1,250.00		STMT/04-23			D	-			PROFESSIONAL SER	235.41402.0446
68304	05/22/23	ADS-LATIN DANCE&GRANT OP	19.29		STMT/04-23			D	-			ADVERTISING	235.41402.0447
68304	05/22/23	REFUND-NEVER GOT TABLES	75.49CR		STMT/04-23			D	-			GENERAL SUPPLIES	651.48484.0229
68304	05/22/23	PAID NONMEMBER FEE-SARA	50.00CR		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	PAID NONMEMBER FEE-SAM	50.00CR		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	PAID NONMEMBER FEE-ALLEN	50.00CR		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	PAID NONMEMBER FEE-	50.00CR		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	BIO SOLIDS CLASS-CHRIS R	390.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	BIO SOLIDS CLASS-SAM L	390.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	BIO SOLIDS CLASS	390.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	SERVICE FEE-BIO CLASS	8.39		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	SERVICE FEE-BIO CLASS	8.39		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	SERVICE FEE-BIO CLASS	8.39		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	WASTE DISPOSE EXAM-CHRIS	15.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	SERVICE FEE-EXAM CHRIS	0.32		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	CLASS C LICENSE-SARA	45.00		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	SERVICE FEE-CLASS C	0.97		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	IAAP PUBLIC SPEAKING CLA	6.27		STMT/04-23			D	-			TRAVEL-CONF.-SCH	651.48484.0333
68304	05/22/23	SCHUELER-EMPLOYEE APPREC	205.95		STMT/04-23			D	-			AWARDS AND INDEM	651.48484.0442
68304	05/22/23	SCADA EMERG SIP	24.95		STMT/04-23			D	-			COMMUNICATIONS	651.48485.0330
			22,800.52	*CHECK TOTAL									
		VENDOR TOTAL	22,800.52										
CARRANZA/NOE		002547											
68337	05/30/23	INTERVIEW 03/19/2023	140.00		33		D	N	01			PROFESSIONAL SER	101.42411.0446

VENDOR NAME AND NUMBER													
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARRANZA/NOE		002547											
68337	05/30/23	INTERVIEW 3/24/2023	140.00		35		D	N	01			PROFESSIONAL SER	101.42411.0446
			280.00	*CHECK TOTAL									
		VENDOR TOTAL	280.00										
CENTERPOINT ENERGY		000467											
483	05/18/23	NATURAL GAS-APRIL	15.00		STMT/04-23		M	-				UTILITIES	101.43425.0332
483	05/18/23	NATURAL GAS-APRIL	15.00		STMT/04-23		M	-				UTILITIES	101.43425.0332
483	05/18/23	NATURAL GAS-APRIL	15.00		STMT/04-23		M	-				UTILITIES	101.43425.0332
483	05/18/23	NATURAL GAS-APRIL	2,033.25		STMT/04-23		M	-				UTILITIES	101.45427.0332
483	05/18/23	NATURAL GAS-APRIL	2,425.01		STMT/04-23		M	-				UTILITIES	101.45433.0332
483	05/18/23	NATURAL GAS-APRIL	2,334.04		STMT/04-23		M	-				UTILITIES	101.45433.0332
483	05/18/23	NATURAL GAS-APRIL	757.24		STMT/04-23		M	-				UTILITIES	101.45435.0332
483	05/18/23	NATURAL GAS-APRIL	15.00		STMT/04-23		M	-				UTILITIES	101.45437.0332
483	05/18/23	NATURAL GAS-APRIL	647.21		STMT/04-23		M	-				UTILITIES	651.48484.0332
			8,256.75	*CHECK TOTAL									
		VENDOR TOTAL	8,256.75										
CENTRACARE		003390											
68338	05/30/23	ANNUAL MEDICAL DIRECTI	1,200.00		CCHFIN5261		D	-				PROFESSIONAL SER	101.42412.0446
68338	05/30/23	FF ANNUAL PHYSICAL	3,726.00		2500003662/MAY		D	-				PROFESSIONAL SER	101.42412.0446
			4,926.00	*CHECK TOTAL									
		VENDOR TOTAL	4,926.00										
CENTRAL LAKES		.03267											
68339	05/30/23	WPD CRITICAL INCIDENT	280.00		050523		D	-				SUBSISTENCE OF P	101.42411.0337
CENTRAL TIRE AND AUTO IN		000150											
68340	05/30/23	#154577 NO START CONDI	3,363.00		93100		D	-				INVENTORIES-MDSE	101.125000
CHAMBERLAIN OIL CO		000154											
68341	05/30/23	ANTIFREEZE	143.40		431675-00		D	-				INVENTORIES-MDSE	101.125000
68341	05/30/23	FLOOR DRY	21.00		431675-00		D	-				GENERAL SUPPLIES	101.43425.0229
68341	05/30/23	ANTIFREEZE	532.27		433946-00		D	-				INVENTORIES-MDSE	101.125000
68341	05/30/23	D.E.F.	514.36		434735-00		D	-				MOTOR FUELS AND	101.43425.0222
68341	05/30/23	GLOVES	500.00		435417-00		D	-				SUBSISTENCE OF P	651.48484.0227
68341	05/30/23	RETURN PURUS DEF DRUM	171.49CR		43734-00		D	-				INVENTORIES-MDSE	101.125000
			1,539.54	*CHECK TOTAL									
		VENDOR TOTAL	1,539.54										
CHAPPELL CENTRAL INC		000156											
68342	05/30/23	REPAIR FURNACES-PARTS	338.16		SVC-109718		D	-				MTCE. OF EQUIPME	101.45001.0334
68342	05/30/23	REPAIR FURNACES-LABOR	173.25		SVC-109718		D	-				MTCE. OF STRUCTU	101.45001.0335
			511.41	*CHECK TOTAL									
		VENDOR TOTAL	511.41										
CHARTER COMMUNICATIONS		000736											
68343	05/30/23	INTERNET-MAY	189.97		0438138050223		D	-				COMMUNICATIONS	101.41409.0330

VENDOR NAME AND NUMBER												
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CHRISTENSEN/MICHAEL 003431													
68344	05/30/23	GANG TRAINING	193.00		052323		D	-				TRAVEL-CONF.-SCH	101.42411.0333
CINTAS CORPORATION 001708													
68345	05/30/23	FIRST AID SUPPLIES	31.81		5158074581		D	-				GENERAL SUPPLIES	101.45433.0229
CITY LINE TOWING 003708													
68346	05/30/23	TOWING CHARGES	90.00		23-03441		D	-				OTHER SERVICES	101.42411.0339
68346	05/30/23	TOWING CHARGES	90.00		23-03442		D	-				OTHER SERVICES	101.42411.0339
68346	05/30/23	TOWING CHARGES	160.00		23-03456		D	-				OTHER SERVICES	101.42411.0339
			340.00	*CHECK TOTAL									
		VENDOR TOTAL	340.00										
CIVICPLUS, LLC 003722													
68347	05/30/23	2024 ORDBANK SUBSCRIP	149.03		261778		D	N	01			PREPAID EXPENSES	101.128000
68347	05/30/23	2025 ORDBANK SUBSCRIP	62.10		261778		D	N	01			PREPAID EXPENSES	101.128000
68347	05/30/23	2022&2023 ORDBANK SUBSCR	173.87		261778		D	N	01			PROFESSIONAL SER	101.41403.0446
			385.00	*CHECK TOTAL									
		VENDOR TOTAL	385.00										
CODE 4 SERVICES INC 002984													
68348	05/30/23	GETAC CAM VIDEO SYS-UN	4,662.44		8343		D	-				SMALL TOOLS	101.42411.0221
68348	05/30/23	GETAC CAM VIDEO SYS-UN	5 938.24		8343		D	-				MTCE. OF EQUIPME	101.42411.0334
68348	05/30/23	GETAC CLOUD PLAN	1,927.92		8343		D	-				SUBSCRIPTIONS AN	101.42411.0443
			7,528.60	*CHECK TOTAL									
		VENDOR TOTAL	7,528.60										
CROW CHEMICAL & LIGHTING 000186													
68349	05/30/23	CLEANING SUPPLIES	48.95		124188		D	-				GENERAL SUPPLIES	651.48484.0229
68349	05/30/23	CLEANING SUPPLIES	9.16		124202		D	-				SMALL TOOLS	101.43425.0221
68349	05/30/23	CLEANING SUPPLIES	634.00		124202		D	-				GENERAL SUPPLIES	101.43425.0229
68349	05/30/23	CLEANING SUPPLIES	266.10		124231		D	-				GENERAL SUPPLIES	101.43425.0229
68349	05/30/23	CLEANING SUPPLIES	126.60		124233		D	-				GENERAL SUPPLIES	101.43425.0229
68349	05/30/23	CLEANING SUPPLIES	391.65		124249		D	-				GENERAL SUPPLIES	101.43425.0229
68349	05/30/23	CLEANING SUPPLIES	67.60		124265		D	-				CLEANING AND WAS	101.43425.0228
68349	05/30/23	CLEANING SUPPLIES	51.00		124304		D	-				GENERAL SUPPLIES	101.43425.0229
68349	05/30/23	CLEANING SUPPLIES	130.40		124310		D	-				GENERAL SUPPLIES	101.43425.0229
68349	05/30/23	CLEANING SUPPLIES	145.00		124312		D	-				CLEANING AND WAS	101.43425.0228
68349	05/30/23	CLEANING SUPPLIES	22.00		124331		D	-				GENERAL SUPPLIES	101.43425.0229
			1,892.46	*CHECK TOTAL									
		VENDOR TOTAL	1,892.46										
DEPT OF HUMAN SERVICES 002914													
68350	05/30/23	ECPN PAYMENT-JUNE	18,378.16		00000740192		D	-				OTHER CHARGES	101.41428.0449
DIAMOND VOGEL PAINT CENT 000205													
68351	05/30/23	PAINT MACHINE	8,750.00		813165274		D	-				FURNITURE AND EQ	450.43425.0552

VENDOR NAME AND NUMBER												
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
DOOLEY'S PETROLEUM INC 000212													
68352	05/30/23	7000.00 GALLONS UNLEA	20,440.00		387880			D	-			INVENTORIES-MDSE	101.125000
68352	05/30/23	1000.00 GALLONS DIESEL	2,900.00		387880			D	-			INVENTORIES-MDSE	101.125000
68352	05/30/23	TRACTOR FUEL 95.1 GALLON	332.46		438367			D	-			MOTOR FUELS AND	651.48486.0222
			23,672.46	*CHECK TOTAL									
		VENDOR TOTAL	23,672.46										
DUININCK INC 000222													
68353	05/30/23	GRAVEL-BATTING CAGE SWAN	424.19		165112			D	-			MTCE. OF OTHER I	101.43425.0226
68353	05/30/23	GRAVEL	2,512.29		554351			D	-			GENERAL SUPPLIES	101.43425.0229
68353	05/30/23	GRAVEL	564.19		554508			D	-			MTCE. OF OTHER I	101.43425.0226
			3,500.67	*CHECK TOTAL									
		VENDOR TOTAL	3,500.67										
ETTERMAN ENTERPRISES 001567													
68354	05/30/23	PIPE BUSHING	45.78		339205			D	-			GENERAL SUPPLIES	651.48484.0229
EVANS/JASON 002177													
68355	05/30/23	CNAMN CONFERENCE	15.00		052323			D	-			TRAVEL-CONF.-SCH	101.42411.0333
FENSKE/WILLIAM 003841													
68356	05/30/23	INTERIM F.D 4/20-5/5/2	4,421.25		23-050523			D	-			PROFESSIONAL SER	101.41405.0446
68356	05/30/23	INTERIM F.D 5/8-5/19/2	6,142.50		23-050523			D	-			PROFESSIONAL SER	101.41405.0446
			10,563.75	*CHECK TOTAL									
		VENDOR TOTAL	10,563.75										
FERGUSON ENTERPRISES INC 000810													
68357	05/30/23	PLUMBING PARTS	115.44		0044172			D	-			MTCE. OF STRUCTU	101.45433.0225
68357	05/30/23	PLUMBING PARTS CIVIC CNT	466.43		00444172-1			D	-			MTCE. OF STRUCTU	101.45433.0225
68357	05/30/23	PLUMBING PARTS	877.76		0045642			D	-			MTCE. OF STRUCTU	101.45433.0225
68357	05/30/23	PLUMBING PARTS	49.50		0050276			D	-			MTCE. OF STRUCTU	101.45437.0225
68357	05/30/23	PLUMBING PARTS	21.82		0058901			D	-			MTCE. OF STRUCTU	101.45432.0225
68357	05/30/23	PLUMBING PARTS	8.52		0060004			D	-			MTCE. OF STRUCTU	101.45432.0225
68357	05/30/23	PLUMBING PARTS	13.42		0082186			D	-			MTCE. OF STRUCTU	101.45437.0225
			1,552.89	*CHECK TOTAL									
		VENDOR TOTAL	1,552.89										
FISCHER/BETH 002484													
68358	05/30/23	CELL PHONE-MAY	50.00		052223			D	-			COMMUNICATIONS	208.45005.0330
68358	05/30/23	GFT CRD-TOURISM WK PROMO	25.00		052223			D	-			OTHER CHARGES	208.45010.0449
			75.00	*CHECK TOTAL									
		VENDOR TOTAL	75.00										
FLAHERTY & HOOD P.A. 001449													
68359	05/30/23	LABOR/EMPL. CONSULT-AP	6,647.50		19326			D	N	01		OTHER CHARGES	101.41406.0449
68359	05/30/23	GEN MUN & REAL EST-APR	8,649.51		19390			D	N	01		PROFESSIONAL SER	101.41406.0446
			15,297.01	*CHECK TOTAL									
		VENDOR TOTAL	15,297.01										

VENDOR NAME AND NUMBER													
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
FLEETPRIDE		002973											
68360	05/30/23	FILTERS	137.08		107471999		D	-				INVENTORIES-MDSE	101.125000
68360	05/30/23	FILTER	29.44		107472102		D	-				INVENTORIES-MDSE	101.125000
68360	05/30/23	FILTERS	113.86		107530142		D	-				INVENTORIES-MDSE	101.125000
68360	05/30/23	FILTERS	58.35		107638141		D	-				INVENTORIES-MDSE	101.125000
68360	05/30/23	FILTERS	19.91		107639558		D	-				INVENTORIES-MDSE	101.125000
68360	05/30/23	FILTERS	42.16		107705865		D	-				INVENTORIES-MDSE	101.125000
			400.80	*CHECK TOTAL									
		VENDOR TOTAL	400.80										
GENERAL MAILING SERVICES		000293											
68361	05/30/23	POSTAGE 02/27-03/03/23	1.75		65780		D	-				POSTAGE	101.41400.0223
68361	05/30/23	POSTAGE 02/27-03/03/23	1.56		65780		D	-				POSTAGE	101.41401.0223
68361	05/30/23	POSTAGE 02/27-03/03/23	312.87		65780		D	-				POSTAGE	101.41402.0223
68361	05/30/23	POSTAGE 02/27-03/03/23	1.56		65780		D	-				POSTAGE	101.41403.0223
68361	05/30/23	POSTAGE 02/27-03/03/23	25.74		65780		D	-				POSTAGE	101.41405.0223
68361	05/30/23	POSTAGE 02/27-03/03/23	20.00		65780		D	-				POSTAGE	101.41408.0223
68361	05/30/23	POSTAGE 02/27-03/03/23	3.12		65780		D	-				POSTAGE	101.42412.0223
68361	05/30/23	POSTAGE 02/27-03/03/23	1.56		65780		D	-				POSTAGE	101.45432.0223
68361	05/30/23	POSTAGE 02/27-03/03/23	21.84		65780		D	-				POSTAGE	101.45432.0223
68361	05/30/23	POSTAGE 02/27-03/03/23	5.80		65780		D	-				POSTAGE	230.43430.0223
68361	05/30/23	POSTAGE 04/17-04/21/23	39.14		66170		D	-				POSTAGE	101.41402.0223
68361	05/30/23	POSTAGE 04/17-04/21/23	89.08		66170		D	-				POSTAGE	101.41403.0223
68361	05/30/23	POSTAGE 04/17-04/21/23	81.46		66170		D	-				POSTAGE	101.41405.0223
68361	05/30/23	POSTAGE 04/17-04/21/23	20.00		66170		D	-				POSTAGE	101.41408.0223
68361	05/30/23	POSTAGE 04/17-04/21/23	1.12		66170		D	-				POSTAGE	101.42411.0223
68361	05/30/23	POSTAGE 04/17-04/21/23	1.56		66170		D	-				POSTAGE	101.42412.0223
68361	05/30/23	POSTAGE 04/17-04/21/23	1.90		66170		D	-				POSTAGE	101.43425.0223
68361	05/30/23	POSTAGE 04/17-04/21/23	2.34		66170		D	-				POSTAGE	230.43430.0223
68361	05/30/23	POSTAGE 04/23-04/28/23	15.65		66215		D	-				POSTAGE	101.41400.0223
68361	05/30/23	POSTAGE 04/23-04/28/23	35.24		66215		D	-				POSTAGE	101.41402.0223
68361	05/30/23	POSTAGE 04/23-04/28/23	3.07		66215		D	-				POSTAGE	101.41403.0223
68361	05/30/23	POSTAGE 04/23-04/28/23	36.17		66215		D	-				POSTAGE	101.41405.0223
68361	05/30/23	POSTAGE 04/23-04/28/23	20.00		66215		D	-				POSTAGE	101.41408.0223
68361	05/30/23	POSTAGE 04/23-04/28/23	1.56		66215		D	-				POSTAGE	101.42412.0223
68361	05/30/23	POSTAGE 04/23-04/28/23	1.12		66215		D	-				POSTAGE	230.43430.0223
68361	05/30/23	POSTAGE 05/01-05/05/23	1.56		66358&66347		D	-				POSTAGE	101.41400.0223
68361	05/30/23	POSTAGE 05/01-05/05/23	2.78		66358&66347		D	-				POSTAGE	101.41401.0223
68361	05/30/23	POSTAGE 05/01-05/05/23	370.29		66358&66347		D	-				POSTAGE	101.41402.0223
68361	05/30/23	POSTAGE 05/01-05/05/23	6.82		66358&66347		D	-				POSTAGE	101.41403.0223
68361	05/30/23	POSTAGE 05/01-05/05/23	72.88		66358&66347		D	-				POSTAGE	101.41405.0223
68361	05/30/23	POSTAGE 05/01-05/05/23	20.00		66358&66347		D	-				POSTAGE	101.41408.0223
68361	05/30/23	POSTAGE 05/01-05/05/23	12.48		66358&66347		D	-				POSTAGE	101.41420.0223
68361	05/30/23	POSTAGE 05/01-05/05/23	0.78		66358&66347		D	-				POSTAGE	101.42412.0223
68361	05/30/23	POSTAGE 05/01-05/05/23	0.78		66358&66347		D	-				POSTAGE	101.43425.0223
68361	05/30/23	POSTAGE 05/08-05/12/23	3.46		66401		D	-				POSTAGE	101.41400.0223
68361	05/30/23	POSTAGE 05/08-05/12/23	41.84		66401		D	-				POSTAGE	101.41402.0223
68361	05/30/23	POSTAGE 05/08-05/12/23	26.47		66401		D	-				POSTAGE	101.41403.0223
68361	05/30/23	POSTAGE 05/08-05/12/23	3.46		66401		D	-				POSTAGE	101.41405.0223
68361	05/30/23	POSTAGE 05/08-05/12/23	20.00		66401		D	-				POSTAGE	101.41408.0223

VENDOR NAME AND NUMBER												
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
GENERAL MAILING SERVICES 000293													
68361	05/30/23	POSTAGE 05/08-05/12/23	0.78		66401		D	-				POSTAGE	101.41420.0223
68361	05/30/23	POSTAGE 05/08-05/12/23	0.78		66401		D	-				POSTAGE	101.42412.0223
68361	05/30/23	POSTAGE 05/08-05/12/23	0.78		66401		D	-				POSTAGE	230.43430.0223
68361	05/30/23	POSTAGE 05/08-05/12/23	0.78		66401		D	-				POSTAGE	651.48484.0223
			1,331.93	*CHECK TOTAL									
		VENDOR TOTAL	1,331.93										
GOODIN COMPANY 002835													
68362	05/30/23	REPAIR-VALVE	89.85		05351209-00		D	-				MTCE. OF EQUIPME	651.48486.0224
GRAND RENTAL STATION 001887													
68363	05/30/23	CHAIR DOLLIE/RACK	4,905.00		1-574693		D	-				SMALL TOOLS	101.45433.0221
68363	05/30/23	FURNITIRE PADS	6.42		1-574962		D	-				RENTS	101.45433.0440
68363	05/30/23	STORAGE RACK-CHAIRS	895.00		1-575473		D	-				SMALL TOOLS	101.45433.0221
			5,806.42	*CHECK TOTAL									
		VENDOR TOTAL	5,806.42										
GREAT NORTHERN ENVIRONME 003064													
68364	05/30/23	REPAIR TO U.V.	4,066.65		4773		D	-				MTCE. OF EQUIPME	651.48484.0224
HACH COMPANY 000316													
68365	05/30/23	LAP SUPPLIES	1,394.91		13490353		D	-				GENERAL SUPPLIES	651.48484.0229
HANSEN ADVERTISING SPECI 000321													
68366	05/30/23	PROMO ITEMS-TOURSIM WEEK	997.50		47990		D	-				OTHER CHARGES	208.45010.0449
HANSON/FRANK 001486													
68367	05/30/23	FDIC TRAINING	178.00		051023		D	-				TRAVEL-CONF.-SCH	101.42412.0333
HARRY'S FROZEN FOOD 003765													
68368	05/30/23	CONCESSION SUPPLIES	378.00		67246		D	-				GENERAL SUPPLIES	101.45433.0229
HAUG-KUBOTA LLC 002609													
68369	05/30/23	#234679&234680 MOWER P	1,272.74		21753		D	-				INVENTORIES-MDSE	101.125000
68369	05/30/23	#196189 MOWER BLADE	119.34		21754		D	-				INVENTORIES-MDSE	101.125000
68369	05/30/23	LAWN MOWER TIRE	111.76		21767		D	-				MTCE. OF EQUIPME	651.48484.0224
68369	05/30/23	#196189 BOLTS-MOWER	12.72		21797		D	-				INVENTORIES-MDSE	101.125000
68369	05/30/23	#234680 RUBBER CUSHION	5.44		21807		D	-				INVENTORIES-MDSE	101.125000
			1,522.00	*CHECK TOTAL									
		VENDOR TOTAL	1,522.00										
HAWKINS INC 000325													
68370	05/30/23	FERRIC CHLORIDE	11,484.57		6463913		D	-				GENERAL SUPPLIES	651.48484.0229
68370	05/30/23	FERRIC CHLORIDE	11,429.02		6467893		D	-				GENERAL SUPPLIES	651.48484.0229
			22,913.59	*CHECK TOTAL									
		VENDOR TOTAL	22,913.59										

VENDOR NAME AND NUMBER												
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
HAYCRAFT/ANTHONY 003278													
68371	05/30/23	CNT TRAINING	15.00		052323		D	-				TRAVEL-CONF.-SCH	101.42411.0333
HIGH POINT NETWORKS INC 002299													
68372	05/30/23	FIREWALL SUBSCRIP-APRI	2,283.25		223061		D	-				SUBSCRIPTIONS AN	101.41409.0443
68372	05/30/23	PD FILE STORAGE	259.00		223061		D	-				LICENSES AND TAX	101.41409.0445
68372	05/30/23	ANTIVIRUS SUBSCRIP-MAY	1,237.60		224942		D	-				LICENSES AND TAX	101.41409.0445
68372	05/30/23	FIREWALL/EMAIL SUBSCR	2,283.25		224956		D	-				SUBSCRIPTIONS AN	101.41409.0443
68372	05/30/23	PD FILE STORAGE	259.00		224956		D	-				LICENSES AND TAX	101.41409.0445
			6,322.10	*CHECK TOTAL									
		VENDOR TOTAL	6,322.10										
HILLYARD\HUTCHINSON 000333													
68373	05/30/23	CLEANING SUPPLIES	313.60		605106305		D	-				OFFICE SUPPLIES	101.42412.0220
HOFFMAN FILTER SERVICE 000335													
68374	05/30/23	SHOP SUPPLIES	65.00		92620		D	-				CLEANING AND WAS	101.43425.0338
HOMETOWN FIBER 003760													
68305	05/22/23	TECH SUPPORT CONTRACT	14,995.00		3280		D	-				PROFESSIONAL SER	205.41402.0446
HYDRITE CHEMICAL CO 002837													
68375	05/30/23	DEFOAMER	2,335.00		02657658		D	-				GENERAL SUPPLIES	651.48484.0229
IDEXX DISTRIBUTION INC 003366													
68376	05/30/23	LAB SUPPLIES	143.08		3127918295		D	-				GENERAL SUPPLIES	651.48484.0229
INNOVATIVE OFFICE SOLUTI 003023													
68377	05/30/23	OFFICE SUPPLIES	496.96		IN4082724		D	-				OFFICE SUPPLIES	101.41410.0220
68377	05/30/23	OFFICE SUPPLIES	205.72		IN4189543		D	-				OFFICE SUPPLIES	101.41410.0220
68377	05/30/23	OFFICE SUPPLIES	40.80		IN4191505		D	-				OFFICE SUPPLIES	101.41410.0220
68377	05/30/23	DRY ERASE BOARD	6.28		IN4191720		D	-				GENERAL SUPPLIES	101.42412.0229
68377	05/30/23	OFFICE SUPPLIES	37.36		IN4191959		D	-				OFFICE SUPPLIES	101.41410.0220
68377	05/30/23	OFFICE SUPPLIES	66.18		IN4193328		D	-				OFFICE SUPPLIES	101.45432.0220
68377	05/30/23	OFFICE SUPPLIES	267.57		IN4201019		D	-				OFFICE SUPPLIES	101.45432.0220
68377	05/30/23	SALES TAX ADJ	0.69CR		SCN-118237		D	-				OFFICE SUPPLIES	101.41410.0220
68377	05/30/23	RETURN-INK	7.29CR		SCN-120022		D	-				OFFICE SUPPLIES	101.41410.0220
			1,112.89	*CHECK TOTAL									
		VENDOR TOTAL	1,112.89										
KANDI STEEL AND FAB 000867													
68378	05/30/23	STEEL TUBE	12.40		5150		D	-				MTCE. OF STRUCTU	101.45433.0225
68378	05/30/23	#130012 PELCAN PRTS	41.64		5165		D	-				INVENTORIES-MDSE	101.125000
68378	05/30/23	METAL-DOCK PROJECT	169.00		5165		D	-				GENERAL SUPPLIES	101.43425.0229
			223.04	*CHECK TOTAL									
		VENDOR TOTAL	223.04										
KANDIYOHI CO AUDITOR 000376													
68379	05/30/23	2024 ASSESSMENT BILL	139,496.00		01-055-5501/23		D	-				PROFESSIONAL SER	101.41404.0446

VENDOR NAME AND NUMBER													
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
KANDIYOHI CO PUBLIC WORK 000381													
68380	05/30/23	CSAH 5 IMPROV. PROJE	234,894.31		052323		D	-				MTCE. OF OTHER I	400.48451.0336
68380	05/30/23	CSAH 41 IMPROV. PROJ	115,273.44		052323		D	-				MTCE. OF OTHER I	422.48459.0336
			350,167.75	*CHECK TOTAL									
		VENDOR TOTAL	350,167.75										
KANDIYOHI CO RECORDER'S 000382													
68381	05/30/23	RECORDING FEES	47.00		4071293		D	-				OTHER CHARGES	101.41402.0449
68381	05/30/23	RECORDING FEES	47.00		4071294		D	-				OTHER CHARGES	101.41402.0449
68381	05/30/23	RECORDING FEES	46.00		4071295		D	-				OTHER CHARGES	101.41402.0449
68381	05/30/23	RECORDING FEES	46.00		4071296		D	-				OTHER CHARGES	101.41402.0449
			186.00	*CHECK TOTAL									
		VENDOR TOTAL	186.00										
KANDIYOHI CO SHERIFF'S D 001507													
68382	05/30/23	JACKETS-CRISIS NEGOSTIOR	396.00		2023-34		D	-				MTCE. OF EQUIPME	101.42411.0334
KANDIYOHI CO TREASURER 000385													
68383	05/30/23	PWRKS TRUCK FEE	69.50		052623		D	-				LICENSES AND TAX	101.43425.0445
68383	05/30/23	PWRKS TRUCK SALES TAX	9,033.63		052623		D	-				MACHINERY AND AU	450.43425.0553
			9,103.13	*CHECK TOTAL									
		VENDOR TOTAL	9,103.13										
KANDIYOHI CO-OP ELECTRIC 000375													
68306	05/22/23	1283003 WELCOM TO WILL	59.86		STMT/04-23		D	-				UTILITIES	101.43425.0332
68306	05/22/23	128238009 CO RD 23/HWY	96.00		STMT/04-23		D	-				UTILITIES	101.43425.0332
68306	05/22/23	128238001 ELEC SERV-SEC	38.00		STMT/04-23		D	-				UTILITIES	651.48486.0332
68306	05/22/23	187836 ELEC SERV-LIFT	1,050.00		STMT/04-23		D	-				UTILITIES	651.48487.0332
			1,243.86	*CHECK TOTAL									
		VENDOR TOTAL	1,243.86										
KING'S ELECTRIC LLC 003138													
68384	05/30/23	REPAIR-SWANNSON FIELD-PR	590.13		2458		D	N	01			MTCE. OF EQUIPME	651.48485.0224
68384	05/30/23	REPAIR-SWANNSON FIELD-	1,020.00		2458		D	N	01			MTCE. OF EQUIPME	651.48485.0334
68384	05/30/23	ELEC WRK-BRWN SHED	1,790.02		2459		D	N	01			MTCE. OF STRUCTU	450.45432.0225
68384	05/30/23	RPR-SWANNSON FIELD PRTS	142.30		2470		D	N	01			MTCE. OF EQUIPME	651.48485.0224
68384	05/30/23	RPR-SWANNSON FIELD LBR	270.00		2470		D	N	01			MTCE. OF EQUIPME	651.48485.0334
68384	05/30/23	ELEC WRK-RICE PARK PRTS	63.98		2472		D	N	01			MTCE. OF STRUCTU	101.43425.0225
68384	05/30/23	ELEC WRK-RICE PARK LBR	345.00		2472		D	N	01			MTCE. OF STRUCTU	101.43425.0335
68384	05/30/23	ELEC WRK-SWAN FIELD PRTS	11.44		2475		D	N	01			MTCE. OF STRUCTU	101.45432.0225
68384	05/30/23	ELEC WRK-SWAN FIELD LBR	150.00		2475		D	N	01			MTCE. OF STRUCTU	101.45432.0335
			4,382.87	*CHECK TOTAL									
		VENDOR TOTAL	4,382.87										
KRISS PREMIUM PRODUCTS I 002122													
68385	05/30/23	COOLING TOWER TREATMENT	289.39		183237		D	-				GENERAL SUPPLIES	101.45433.0229
LAUMER/KATHY .03276													
68386	05/30/23	MILEAGE 04/18/23	79.25		052323		D	-				SUBSISTENCE OF P	101.45435.0227

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
LAWSON PRODUCTS INC 000407													
68387	05/30/23	LEVER GREASE GUN	96.69		9310579812			D	-			SMALL TOOLS	651.48484.0221
LEAGUE OF MN CITIES 000412													
68388	05/30/23	VALIANT-MEMBER RENEWAL	192.00		052323			D	-			SUBSCRIPTIONS AN	101.41400.0443
68388	05/30/23	NELSEN-SAFETY&LOSS WRKSH	20.00		380639			D	-			TRAVEL-CONF.-SCH	101.41401.0333
68388	05/30/23	AUDREY-LMC ANNUAL CONF	270.00		380795			D	-			TRAVEL-CONF.-SCH	101.41401.0333
68388	05/30/23	JULIE-LMC ANNUAL CONF	330.00		380797			D	-			TRAVEL-CONF.-SCH	101.41401.0333
			812.00	*CHECK TOTAL									
		VENDOR TOTAL	812.00										
LEAGUE OF MN CITIES INS 000983													
68389	05/30/23	CLM #270931 PLOW HIT VEH	100.00		8138			D	-			INSURANCE REIMBU	101.38351.3025
LIAMS GARAGE .03238													
68390	05/30/23	#204888 RESURFACE ROTORS	120.00		13752			D	-			INVENTORIES-MDSE	101.125000
LIFELOC TECHNOLOGIES INC 000978													
68391	05/30/23	GAS CALIBRATION FOR PBTS	188.90		381917			D	-			SMALL TOOLS	101.42411.0221
LLOYD/KELSEY 003433													
68392	05/30/23	TRANING MEAL	15.00		051023			D	-			TRAVEL-CONF.-SCH	101.42411.0333
68392	05/30/23	TUITION REIM. MSU MANK	3,147.45		051123			D	-			TRAVEL-CONF.-SCH	101.42411.0333
			3,162.45	*CHECK TOTAL									
		VENDOR TOTAL	3,162.45										
LOCATORS & SUPPLIES INC 002162													
68393	05/30/23	LOCATE FLAGS	139.61		0306670-IN			D	-			GENERAL SUPPLIES	101.43425.0229
LOFFLER COMPANIES 002593													
68394	05/30/23	TELEPHONE CHARGES	34.30		4543149			D	-			COMMUNICATIONS	208.45005.0330
LOS LOBOS NORTENOS 003487													
68307	05/22/23	MAIN ST PERFORMANCE	2,000.00		INV4565			D	-			OTHER CHARGES	235.41402.0449
M-R SIGN CO INC 000424													
68395	05/30/23	SIGNS	425.30		219619			D	-			MTCE. OF OTHER I	101.43425.0226
MACQUEEN EQUIPMENT INC 000427													
68396	05/30/23	HELMET FRONTS	130.70		P15477			D	-			MTCE. OF EQUIPME	101.42412.0224
MAGNUSON SHEET METAL INC 001121													
68397	05/30/23	REPLACE FREON-PARTS	330.00		144469			D	-			MTCE. OF EQUIPME	101.45001.0334
68397	05/30/23	REPLACE FREON-LABOR	140.00		144469			D	-			MTCE. OF STRUCTU	101.45001.0335
			470.00	*CHECK TOTAL									
		VENDOR TOTAL	470.00										
MARCO TECHNOLOGIES LLC 000437													
68398	05/30/23	PRINT/PAGE COUNT	406.59		INV11205793			D	-			SUBSCRIPTIONS AN	101.41409.0443

VENDOR NAME AND NUMBER												
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MARCO TECHNOLOGIES LLC 001838													
68399	05/30/23	500-0565502-000-MAY	203.95		499737047		D	-				RENTS	101.45432.0440
68399	05/30/23	500-0564417-000-MAY	132.63		501055065		D	-				SUBSCRIPTIONS AN	101.41409.0443
			336.58	*CHECK TOTAL									
		VENDOR TOTAL	336.58										
MARCUS CONSTRUCTION CO I 000438													
68400	05/30/23	WILLMAR REC/EVENT CNT	20,727.31		13517/EST.24		D	-				PROFESSIONAL SER	420.45506.0446
68400	05/30/23	ROOF OVER ROOF PROJECT	2,444.03		13518/EST.23 R		D	-				FURNITURE AND EQ	450.45433.0552
68400	05/30/23	WILLMAR REC/EVENT CNT	71,252.59		13553/EST. 23		D	-				PROFESSIONAL SER	420.45506.0446
			94,423.93	*CHECK TOTAL									
		VENDOR TOTAL	94,423.93										
MARTHALER CHEVROLET .03274													
68308	05/22/23	2024 SILVERADO TRUCK-	57,525.00		CMJM3G/TRE		D	-				MACHINERY AND AU	101.43425.0553
68308	05/22/23	2024 SILVERADO TRUCK	57,525.00CR		CMJM3G/TRE		M	-				MACHINERY AND AU	101.43425.0553
			0.00	*CHECK TOTAL									
68401	05/30/23	2024 SILVERADO TRUCK-	55,025.00		CMJM3G/TRE		D	-				MACHINERY AND AU	101.43425.0553
		VENDOR TOTAL	55,025.00										
MATHESON TRI-GAS INC 002898													
68402	05/30/23	BRUSH	15.12		0027747051		D	-				SMALL TOOLS	101.45433.0221
68402	05/30/23	BATTERIES	13.94		0027747051		D	-				GENERAL SUPPLIES	101.45433.0229
			29.06	*CHECK TOTAL									
		VENDOR TOTAL	29.06										
MCMASTER-CARR SUPPLY CO 000446													
68403	05/30/23	RUBBER BOOTS-CHAIRS	566.94		95751611		D	-				MTCE. OF EQUIPME	101.45433.0224
MENARDS 000449													
68404	05/30/23	SMALL TOOLS	402.71		55997		D	-				OFFICE SUPPLIES	101.45433.0220
68404	05/30/23	TAPE/COMMAND STRIPS	64.42		55997		D	-				GENERAL SUPPLIES	101.45433.0229
68404	05/30/23	FREEZER	699.00		55997		D	-				SMALL TOOLS	101.45437.0221
68404	05/30/23	PAINT-FOUL POLES	37.25		56716		D	-				MTCE. OF STRUCTU	101.45432.0225
68404	05/30/23	COPPER PIPE-CIVIC CNTR	154.95		57146		D	-				MTCE. OF STRUCTU	101.45433.0225
68404	05/30/23	DOAC POOL PARTS	37.82		57146		D	-				SMALL TOOLS	101.45437.0221
68404	05/30/23	DOG FOOD	136.96		57497		D	-				SUBSISTENCE OF P	101.42411.0227
68404	05/30/23	CLEANING SUPPLIES/WATER	18.10		57643		D	-				CLEANING AND WAS	101.43425.0228
68404	05/30/23	FIRE HYDRANT PAINT	93.94		57660		D	-				MTCE. OF OTHER I	101.42412.0226
68404	05/30/23	FIRE DEPT SUPPLIES	27.50		57660		D	-				GENERAL SUPPLIES	101.42412.0229
68404	05/30/23	KNIFE BLADES	36.18		57888		D	-				SMALL TOOLS	101.43425.0221
68404	05/30/23	DOAC BLEACH	49.77		57901		D	-				GENERAL SUPPLIES	101.45437.0229
68404	05/30/23	TIE DOWN STRAPS-TRAINING	12.99		57905		D	-				TRAVEL-CONF.-SCH	101.42412.0333
68404	05/30/23	LAB SUPPLIES	12.81		57984		D	-				GENERAL SUPPLIES	651.48484.0229
68404	05/30/23	WOOD-SHELVES	19.58		58037		D	-				MTCE. OF EQUIPME	101.42412.0334
68404	05/30/23	#222710 SPAYER PARTS	30.73		58107		D	-				INVENTORIES-MDSE	101.125000
68404	05/30/23	CHIMNEY COVER SUPPLIES	31.21		58726		D	-				GENERAL SUPPLIES	101.45427.0229
			1,865.92	*CHECK TOTAL									
		VENDOR TOTAL	1,865.92										

VENDOR NAME AND NUMBER												
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MIDWEST SCHOOL OF DIVING .03239													
68405	05/30/23	DIVE CERTIFICATIONS	960.00		050523		D	-				TRAVEL-CONF.-SCH	101.42411.0333
MILLS PARTS CENTER 003729													
68406	05/30/23	RETURN-SENSOR	54.02CR		CM5858410		D	-				INVENTORIES-MDSE	101.125000
68406	05/30/23	SENSOR	54.02		5858410		D	-				INVENTORIES-MDSE	101.125000
68406	05/30/23	#204888 BRAKE PADS	165.51		5887024		D	-				INVENTORIES-MDSE	101.125000
			165.51	*CHECK TOTAL									
		VENDOR TOTAL	165.51										
MINI BIFF LLC 001805													
68407	05/30/23	TOILET RENTAL	107.10		A-139853		D	M	01			RENTS	101.43425.0440
68407	05/30/23	TOILET RENTAL	107.10		A-139854		D	M	01			RENTS	101.43425.0440
68407	05/30/23	TOILET RENTAL	107.10		A-139862		D	M	01			RENTS	101.43425.0440
68407	05/30/23	TOILET RENTAL	107.10		A-139869		D	M	01			RENTS	101.43425.0440
68407	05/30/23	TOILET RENTAL	107.10		A-139871		D	M	01			RENTS	101.43425.0440
68407	05/30/23	TOILET RENTAL	107.10		A-139872		D	M	01			RENTS	101.43425.0440
68407	05/30/23	TOILET RENTALS	96.90		A-139988		D	M	01			RENTS	101.43425.0440
68407	05/30/23	TOILET RENTAL	214.20		A-140011		D	M	01			RENTS	101.45432.0440
68407	05/30/23	TOILET RENTAL	321.30		A-140187		D	M	01			RENTS	101.43425.0440
			1,275.00	*CHECK TOTAL									
		VENDOR TOTAL	1,275.00										
MINNESOTA PAVING AND MAT 003737													
68309	05/22/23	19TH AVE/LAKELAND DR	60,211.06		APPL #3		D	-				CONTRACTS PAYABL	422.207000
68309	05/22/23	19TH AVE/LAKELAND DR	41,880.00		APPL #3		D	-				MTCE. OF OTHER I	422.48455.0336
			102,091.06	*CHECK TOTAL									
		VENDOR TOTAL	102,091.06										
MN DEPT OF HEALTH 000488													
68408	05/30/23	STATE HOSPITALITY FEE	40.00		940257		D	-				LICENSES AND TAX	101.45433.0445
68408	05/30/23	STATE HOSPITALITY FEE	40.00		999167		D	-				LICENSES AND TAX	101.45437.0445
68408	05/30/23	STATE HOSPITALITY FEE	40.00		999294		D	-				LICENSES AND TAX	101.45433.0445
			120.00	*CHECK TOTAL									
		VENDOR TOTAL	120.00										
MN DEPT OF LABOR & INDUS 000522													
68409	05/30/23	4TH QTR SURCHARGE PYMT	2,206.92		050423		D	-				OTHER CHARGES	101.41402.0449
MN DEPT OF REVENUE 000492													
482	05/16/23	SALES TAX-APRIL	32.60CR		STMT/04-23		M	-				INVENTORIES-MDSE	101.125000
482	05/16/23	DIESEL FUEL TAX-APRIL	42.02		STMT/04-23		M	-				SALES TAX PAYABL	101.206000
482	05/16/23	SALES TAX-APRIL	1,314.00		STMT/04-23		M	-				SALES TAX PAYABL	101.206000
482	05/16/23	SALES TAX-APRIL	3.93CR		STMT/04-23		M	-				SUBSISTENCE OF P	101.41400.0227
482	05/16/23	SALES TAX-APRIL	2.14CR		STMT/04-23		M	-				SUBSISTENCE OF P	101.41400.0227
482	05/16/23	SALES TAX-APRIL	1.99CR		STMT/04-23		M	-				SUBSISTENCE OF P	101.41400.0227
482	05/16/23	SALES TAX-APRIL	3.67CR		STMT/04-23		M	-				SUBSISTENCE OF P	101.41400.0227
482	05/16/23	SALES TAX-APRIL	1.18CR		STMT/04-23		M	-				SUBSISTENCE OF P	101.41400.0227
482	05/16/23	SALES TAX-APRIL	1.18CR		STMT/04-23		M	-				SUBSISTENCE OF P	101.41400.0227
482	05/16/23	SALES TAX-APRIL	3.92CR		STMT/04-23		M	-				SUBSISTENCE OF P	101.41401.0227

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MN DEPT OF REVENUE		000492											
482	05/16/23	SALES TAX-APRIL	2.14CR		STMT/04-23			M	-			SUBSISTENCE OF P	101.41401.0227
482	05/16/23	SALES TAX-APRIL	4.14CR		STMT/04-23			M	-			SMALL TOOLS	101.41402.0221
482	05/16/23	SALES TAX-APRIL	29.03CR		STMT/04-23			M	-			SMALL TOOLS	101.41402.0221
482	05/16/23	SALES TAX-APRIL	0.41CR		STMT/04-23			M	-			PROFESSIONAL SER	101.41420.0446
482	05/16/23	DIESEL FUEL TAX-APRIL	2.69		STMT/04-23			M	-			MOTOR FUELS AND	101.42411.0222
482	05/16/23	SALES TAX-APRIL	4.39CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.42411.0229
482	05/16/23	SALES TAX-APRIL	43.08CR		STMT/04-23			M	-			SUBSISTENCE OF P	101.42412.0227
482	05/16/23	DIESEL FUEL TAX-APRIL	91.42		STMT/04-23			M	-			MOTOR FUELS AND	101.43425.0222
482	05/16/23	DIESEL FUEL TAX-APRIL	341.36		STMT/04-23			M	-			MOTOR FUELS AND	101.43425.0222
482	05/16/23	SALES TAX-APRIL	19.69CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.43425.0229
482	05/16/23	SALES TAX-APRIL	2.76CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.43425.0229
482	05/16/23	SALES TAX-APRIL	2.99CR		STMT/04-23			M	-			OFFICE SUPPLIES	101.45432.0220
482	05/16/23	SALES TAX-APRIL	74.03CR		STMT/04-23			M	-			MTCE. OF STRUCTU	101.45432.0225
482	05/16/23	SALES TAX-APRIL	1.65CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45432.0229
482	05/16/23	SALES TAX-APRIL	1.73CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45432.0229
482	05/16/23	SALES TAX-APRIL	46.60CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45432.0229
482	05/16/23	SALES TAX-APRIL	76.97CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45432.0229
482	05/16/23	SALES TAX-APRIL	58.50CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45432.0229
482	05/16/23	SALES TAX-APRIL	33.54CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45432.0229
482	05/16/23	SALES TAX-APRIL	0.18CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45432.0229
482	05/16/23	SALES TAX-APRIL	7.05CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45432.0229
482	05/16/23	SALES TAX-APRIL	1.18CR		STMT/04-23			M	-			SUBSCRIPTIONS AN	101.45432.0443
482	05/16/23	DIESEL FUEL TAX-APRIL	5.56		STMT/04-23			M	-			MOTOR FUELS AND	101.45433.0222
482	05/16/23	SALES TAX-APRIL	6.66CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45433.0229
482	05/16/23	SALES TAX-APRIL	8.10CR		STMT/04-23			M	-			OFFICE SUPPLIES	101.45435.0220
482	05/16/23	SALES TAX-APRIL	10.56CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45435.0229
482	05/16/23	SALES TAX-APRIL	5.20CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45435.0229
482	05/16/23	SALES TAX-APRIL	4.41CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45435.0229
482	05/16/23	SALES TAX-APRIL	3.48CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45435.0229
482	05/16/23	SALES TAX-APRIL	4.01CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45435.0229
482	05/16/23	SALES TAX-APRIL	0.28CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45435.0229
482	05/16/23	SALES TAX-APRIL	7.16CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45435.0229
482	05/16/23	SALES TAX-APRIL	7.05CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45435.0229
482	05/16/23	SALES TAX-APRIL	2.35CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45435.0229
482	05/16/23	SALES TAX-APRIL	22.05CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45435.0229
482	05/16/23	SALES TAX-APRIL	0.94CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45435.0229
482	05/16/23	SALES TAX-APRIL	5.04CR		STMT/04-23			M	-			GENERAL SUPPLIES	101.45435.0229
482	05/16/23	SALES TAX-APRIL	20.77CR		STMT/04-23			M	-			GENERAL SUPPLIES	651.48484.0229
482	05/16/23	SALES TAX-APRIL	5.27CR		STMT/04-23			M	-			GENERAL SUPPLIES	651.48484.0229
482	05/16/23	DIESEL FUEL TAX-APRIL	35.29		STMT/04-23			M	-			MOTOR FUELS AND	651.48485.0222
			1,258.34	*CHECK TOTAL									
		VENDOR TOTAL	1,258.34										
MN STATE COMMUNITY &		.03277											
68410	05/30/23	FIRE SCHOOL-DELEEUW&LIND	300.00		022248			D	-			TRAVEL-CONF.-SCH	101.42412.0333
MUNICIPAL UTILITIES		000541											
68310	05/22/23	UTILITIES FOR APRIL	2,190.90		STMT/04-23			D	-			UTILITIES	101.41408.0332
68310	05/22/23	UTILITIES FOR APRIL	3,900.64		STMT/04-23			D	-			UTILITIES	101.43425.0332

VENDOR NAME AND NUMBER													
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MUNICIPAL UTILITIES 000541													
68310	05/22/23	UTILITIES FOR APRIL	226.64		STMT/04-23		D	-				UTILITIES	101.45001.0332
68310	05/22/23	UTILITIES FOR APRIL	1,465.45		STMT/04-23		D	-				UTILITIES	101.45427.0332
68310	05/22/23	UTILITIES FOR APRIL	127.23		STMT/04-23		D	-				UTILITIES	101.45432.0332
68310	05/22/23	UTILITIES FOR APRIL	17,168.02		STMT/04-23		D	-				UTILITIES	101.45433.0332
68310	05/22/23	UTILITIES FOR APRIL	953.49		STMT/04-23		D	-				UTILITIES	101.45435.0332
68310	05/22/23	UTILITIES FOR APRIL	294.40		STMT/04-23		D	-				UTILITIES	101.45437.0332
68310	05/22/23	UTILITIES FOR APRIL	16.90		STMT/04-23		D	-				UTILITIES	230.43430.0332
68310	05/22/23	UTILITIES FOR APRIL	943.84		STMT/04-23		D	-				UTILITIES	651.48484.0332
68310	05/22/23	UTILITIES FOR APRIL	5,739.47		STMT/04-23		D	-				UTILITIES	651.48485.0332
			33,026.98	*CHECK TOTAL									
68411	05/30/23	UTILITIES FOR MAY	701.83		STMT/05-23		D	-				UTILITIES	101.42412.0332
68411	05/30/23	UTILITIES FOR MAY	1,302.90		STMT/05-23		D	-				UTILITIES	101.43425.0332
68411	05/30/23	UTILITIES FOR MAY	2,440.01		STMT/05-23		D	-				UTILITIES	230.43430.0332
68411	05/30/23	UTILITIES FOR MAY	60,014.97		STMT/05-23		D	-				UTILITIES	651.48484.0332
68411	05/30/23	UTILITIES FOR MAY	308.20		STMT/05-23		D	-				UTILITIES	651.48485.0332
			64,767.91	*CHECK TOTAL									
		VENDOR TOTAL	97,794.89										
MVTL LABORATORIES INC 000544													
68412	05/30/23	LAB TESTING	275.00		1196239		D	-				PROFESSIONAL SER	651.48484.0446
68412	05/30/23	LAB TESTING	18.70		1196251		D	-				PROFESSIONAL SER	651.48486.0446
68412	05/30/23	LAB TESTING	189.20		1196606		D	-				PROFESSIONAL SER	651.48484.0446
68412	05/30/23	LAB TESTING	242.00		1196997		D	-				PROFESSIONAL SER	651.48486.0446
68412	05/30/23	LAB TESTING	930.60		1197075		D	-				PROFESSIONAL SER	651.48486.0446
68412	05/30/23	LAB TESTING	58.30		1197910		D	-				PROFESSIONAL SER	651.48484.0446
			1,713.80	*CHECK TOTAL									
		VENDOR TOTAL	1,713.80										
NELSON INTERNATIONAL 000568													
68413	05/30/23	SEMI SWACH	419.25		X101113250:01		D	-				MTCE. OF EQUIPME	651.48486.0224
NORTHERN STATES SUPPLY 000585													
68414	05/30/23	PLUGS-DOCK	3.54		10-611029		D	-				MTCE. OF EQUIPME	101.43425.0224
68414	05/30/23	WASHERS-BATTTING CAGE	13.51		10-611048		D	-				MTCE. OF EQUIPME	101.43425.0224
68414	05/30/23	BOLTS	98.30		10-611140		D	-				MTCE. OF EQUIPME	651.48486.0224
68414	05/30/23	SCREWS/WASHERS BAT CAGE	87.61		10-611157		D	-				MTCE. OF EQUIPME	101.43425.0224
68414	05/30/23	VICE GRIPS/SUPPLIES	35.76		10-611174		D	-				SMALL TOOLS	101.43425.0221
68414	05/30/23	SHOP SUPPLIES	70.00		10-611178		D	-				GENERAL SUPPLIES	101.43425.0229
68414	05/30/23	RUBBER GLOVES	114.18		10-611291		D	-				GENERAL SUPPLIES	101.43425.0229
68414	05/30/23	DRILL BITS	28.31		10-611313		D	-				SMALL TOOLS	651.48484.0221
68414	05/30/23	PAINT&ZIP TIES	126.05		10-611324		D	-				GENERAL SUPPLIES	101.45433.0229
68414	05/30/23	SHOVELS	170.85		10-611336		D	-				SMALL TOOLS	101.43425.0221
68414	05/30/23	ZIP TIES	52.81		10-611350		D	-				GENERAL SUPPLIES	101.45432.0229
68414	05/30/23	FILTERS	33.15		1676399		D	-				SMALL TOOLS	101.42412.0221
			834.07	*CHECK TOTAL									
		VENDOR TOTAL	834.07										

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
O'REILLY AUTOMOTIVE INC 000650													
68415	05/30/23	VEH. CLEANING SUPPLIES	25.97		1528-467548		D	-				CLEANING AND WAS	101.43425.0228
PETERSON SHOE STORE 000608													
68416	05/30/23	SAFETY BOOTS-FIRST RES	2,141.86		229516		D	-				SUBSISTENCE OF P	101.42412.0227
PNC BANK 003840													
68302	05/19/23	DEF. COMP COSTS-OKINS	408.58		SR#11802435		D	-				OTHER CHARGES	101.41405.0449
PREMIUM WATERS INC 000374													
68417	05/30/23	DRINKING WATER	110.40		330530535		D	-				SUBSISTENCE OF P	101.42412.0227
PRO WATER SOLUTIONS 003529													
68418	05/30/23	SOFTENER SALT	416.50		5502		D	-				GENERAL SUPPLIES	101.45432.0229
QUICK SIGNS 001093													
68419	05/30/23	STICKERS-PRK REC SOCCER	38.00		180661		D	-				GENERAL SUPPLIES	101.45432.0229
RAMBOW INC 000639													
68420	05/30/23	YTH SOCCER T-SHIRTS	1,041.30		640430		D	-				GENERAL SUPPLIES	101.45432.0229
68420	05/30/23	STAFF SHIRTS/UNIFORMS	520.38		643934		D	-				SUBSISTENCE OF P	101.45432.0227
68420	05/30/23	STAFF SHIRTS/UNIFORMS	117.00		643951		D	-				SUBSISTENCE OF P	101.45433.0227
68420	05/30/23	BASEBALL CAPS	720.00		643961		D	-				GENERAL SUPPLIES	101.45432.0229
			2,398.68	*CHECK TOTAL									
		VENDOR TOTAL	2,398.68										
REMMEL/SARAH .03275													
68421	05/30/23	DAMAGE DEPOSIT REFUND	100.00		051123		D	-				REFUNDS AND REIM	101.41428.0882
ROBERT HALF 003837													
68422	05/30/23	ACCT SERV 5/1-5/5/23	1,449.00		61980570		D	-				PROFESSIONAL SER	101.41405.0446
68422	05/30/23	ACCT SERV 5/8-5/12/23	1,449.00		62004815		D	-				PROFESSIONAL SER	101.41405.0446
68422	05/30/23	ACCT SEV 5/15-5/19/23	1,449.00		62034737		D	-				PROFESSIONAL SER	101.41405.0446
			4,347.00	*CHECK TOTAL									
		VENDOR TOTAL	4,347.00										
SCHAEFBAUER/SAMUEL 003210													
68423	05/30/23	TUITION REIMB-UNI NEW	2,375.19		052423		D	-				TRAVEL-CONF.-SCH	101.42411.0333
SCHUELER/ALLEN 002142													
68424	05/30/23	SAFETY GLASSES	400.00		051123		D	M	01			SUBSISTENCE OF P	651.48484.0227
SERVICE CENTER/CITY OF W 000685													
68425	05/30/23	67.12 GALLONS UNLEADED	205.39		STMT/04-23		D	-				MOTOR FUELS AND	101.41402.0222
68425	05/30/23	14.48 GALLONS UNLEADED	44.31		STMT/04-23		D	-				MOTOR FUELS AND	101.41408.0222
68425	05/30/23	9.50 GALLONS DIESEL	28.50		STMT/04-23		D	-				MOTOR FUELS AND	101.42411.0222
68425	05/30/23	2332.55 GALLONS UNLEAD	7,120.79		STMT/04-23		D	-				MOTOR FUELS AND	101.42411.0222
68425	05/30/23	EQUIPMENT REPAIR-PARTS	242.39		STMT/04-23		D	-				MTCE. OF EQUIPME	101.42411.0224
68425	05/30/23	95.18 GALLONS DIESEL	285.54		STMT/04-23		D	-				MOTOR FUELS AND	101.42412.0222
68425	05/30/23	162.88 GALLONS UNLEADED	497.49		STMT/04-23		D	-				MOTOR FUELS AND	101.42412.0222

VENDOR NAME AND NUMBER												
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
SERVICE CENTER/CITY OF W		000685											
68425	05/30/23	EQUIPMENT REPAIR-PARTS	18.79		STMT/04-23			D	-			MTCE. OF EQUIPME	101.42412.0224
68425	05/30/23	2153.00 GALLONS DIESEL	6,448.94		STMT/04-23			D	-			MOTOR FUELS AND	101.43425.0222
68425	05/30/23	584.87 GALLONS UNLEADE	1,885.25		STMT/04-23			D	-			MOTOR FUELS AND	101.43425.0222
68425	05/30/23	EQUIPMENT REPAIR-PARTS	4,567.17		STMT/04-23			D	-			MTCE. OF EQUIPME	101.43425.0224
68425	05/30/23	EQUIPMENT REPAIR-PARTS	1,918.33		STMT/04-23			D	-			MTCE. OF EQUIPME	101.43425.0224
68425	05/30/23	57.37 GALLONS DIESL	172.11		STMT/04-23			D	-			MOTOR FUELS AND	101.45433.0222
68425	05/30/23	107.01 GALLONS UNLEADED	327.46		STMT/04-23			D	-			MOTOR FUELS AND	101.45433.0222
68425	05/30/23	EQUIPMENT REPAIR-PARTS	34.98		STMT/04-23			D	-			MTCE. OF EQUIPME	101.45433.0224
68425	05/30/23	EQUIPMENT REPAIR-PARTS	376.00		STMT/04-23			D	-			MTCE. OF EQUIPME	101.45435.0224
68425	05/30/23	125.04 GALLONS DIESEL	375.12		STMT/04-23			D	-			MOTOR FUELS AND	651.48484.0222
68425	05/30/23	83.56 GALLONS UNLEADED	253.42		STMT/04-23			D	-			MOTOR FUELS AND	651.48484.0222
			24,801.98	*CHECK TOTAL									
		VENDOR TOTAL	24,801.98										
SESAC		001285											
68426	05/30/23	2023 MUSIC LICENSE FEE	368.22		476879/23			D	-			SUBSCRIPTIONS AN	101.45433.0443
SHARE CORPORATION		000689											
68427	05/30/23	SILICONIZED COAT-PLOW	4,046.78		233816			D	-			GENERAL SUPPLIES	101.43425.0229
SIETSEMA/SARA		003218											
68428	05/30/23	PLANTS-WWTP	42.43		052323			D	-			MTCE. OF OTHER I	651.48484.0226
SOUTH 71 VETERINARY CLIN		000699											
68429	05/30/23	ANIMAL CARE SERVICE	75.06		2313657			D	-			SUBSISTENCE OF P	101.42411.0227
SPICER COMMERCIAL CLUB		002264											
68430	05/30/23	2023 4TH JULY SPONS	1,500.00		052223			D	-			OTHER CHARGES	208.45013.0449
STEINBEISSER AUTO REPAIR		003256											
68431	05/30/23	PROPANE	19.95		16552			D	-			GENERAL SUPPLIES	101.43425.0229
SUMMIT FIRE PROTECTION		002555											
68432	05/30/23	FIRE ALARM MONITORING	126.00		150026138			D	-			MTCE. OF STRUCTU	101.41408.0335
SYSCO WESTERN MINNESOTA		000161											
68311	05/22/23	OPEN HOUSE-PUBLIC WRKS	527.15		253392352			D	-			GENERAL SUPPLIES	101.43425.0229
68311	05/22/23	CONCESSION SUPPLIES	205.10		253392352			D	-			GENERAL SUPPLIES	101.45433.0229
			732.25	*CHECK TOTAL									
68433	05/30/23	EMPLOYEE RECOGN EVENT	385.43		253395493			D	-			AWARDS AND INDEM	101.41400.0442
68433	05/30/23	CONCESSION SUPPLIES	393.67		253395493			D	-			GENERAL SUPPLIES	101.45433.0229
			779.10	*CHECK TOTAL									
		VENDOR TOTAL	1,511.35										
TAYLOR/RICHARD		003710											
68434	05/30/23	FDIC TRAINING	209.00		051023			D	-			TRAVEL-CONF.-SCH	101.42412.0333

VENDOR NAME AND NUMBER												
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
TECH CHECK,LLC 003801													
68435	05/30/23	IS CIP	21,266.40		51345		D	-				FURNITURE AND EQ	219.41409.0552
THOMPSON/MARK 001005													
68436	05/30/23	SAFETY GLASSES	320.04		051023		D	-				SUBSISTENCE OF P	101.42412.0227
TOM'S BACKHOE SERVICE, I 003757													
68437	05/30/23	HWY 12 LIFT STATION	140,379.03		APPL #4		D	-				MTCE. OF OTHER I	432.48485.0336
TORKELSON'S LOCK SERVICE 002583													
68438	05/30/23	KEYS	675.00		4747170		D	N	01			MTCE. OF EQUIPME	101.45433.0224
68438	05/30/23	RPR-WESTWOOD CRT DR-P	391.00		4747411		D	N	01			MTCE. OF EQUIPME	651.48485.0224
68438	05/30/23	RPR-WESTWOOD CRT DR-L	74.00		4747411		D	N	01			MTCE. OF EQUIPME	651.48485.0334
68438	05/30/23	KEYS-SWANNSON FIELD	108.00		4747501		D	N	01			MTCE. OF STRUCTU	101.45432.0225
			1,248.00	*CHECK TOTAL									
		VENDOR TOTAL	1,248.00										
TWIN CITY SEED COMPANY 002949													
68439	05/30/23	GRASS SEED	1,585.00		53712		D	-				MTCE. OF STRUCTU	101.45432.0225
TYLER TECHNOLOGIES, INC 003795													
68440	05/30/23	0301-03/09/23 ERP PROJ	4,900.00		045-413492		D	-				SUBSCRIPTIONS AN	219.41409.0443
68440	05/30/23	PROJECT MAMANGER-FEB 2	8,800.00		045-414728		D	-				SUBSCRIPTIONS AN	219.41409.0443
68440	05/30/23	PROJECT MANAGER-MARCH	8,800.00		045-414729		D	-				SUBSCRIPTIONS AN	219.41409.0443
68440	05/30/23	03/22-03/24/23 ERP PRO	3,500.00		045-415450		D	-				SUBSCRIPTIONS AN	219.41409.0443
68440	05/30/23	PROJECT MANAGER-APRIL	8,800.00		045-415716		D	-				SUBSCRIPTIONS AN	219.41409.0443
68440	05/30/23	04/01-04/04/23 ERP PRO	1,400.00		045-416286		D	-				SUBSCRIPTIONS AN	219.41409.0443
68440	05/30/23	04/13-04/14/23 ERP PRO	2,800.00		045-417492		D	-				SUBSCRIPTIONS AN	219.41409.0443
68440	05/30/23	04/17-04/21/23 ERP PRO	4,200.00		045-417933		D	-				SUBSCRIPTIONS AN	219.41409.0443
68440	05/30/23	SET UP&CONFIGURATION	6,800.00		130-135921		D	-				SUBSCRIPTIONS AN	219.41409.0443
68440	05/30/23	PROJECT MANAGER-MAY	83.33		130-135977		D	-				SUBSCRIPTIONS AN	219.41409.0443
			50,083.33	*CHECK TOTAL									
		VENDOR TOTAL	50,083.33										
US BANK EQUIPMENT FINANC 003143													
68441	05/30/23	500-0576320-000-MAY	157.00		50106819		D	-				RENTS	101.42411.0440
VERIZON WIRELESS 002915													
68442	05/30/23	CELL PHONE BAUMGARN-ARP	349.99		9934443856		D	-				SMALL TOOLS	101.41409.0221
68442	05/30/23	CELL PHONE USE-APRIL	2,786.19		9934443856		D	-				COMMUNICATIONS	101.41409.0330
68442	05/30/23	EAGLE LAKE #4	40.01		9934443856		D	-				COMMUNICATIONS	651.48487.0330
			3,176.19	*CHECK TOTAL									
		VENDOR TOTAL	3,176.19										
VIKING COCA-COLA BOTTLIN 000777													
68443	05/30/23	CONCESSION SUPPLIES	1,257.60		3151987		D	-				GENERAL SUPPLIES	101.45433.0229
68443	05/30/23	CONCESSION SUPPLIES	1,686.30		3153453		D	-				GENERAL SUPPLIES	101.45433.0229
			2,943.90	*CHECK TOTAL									
		VENDOR TOTAL	2,943.90										

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
WAUSAU TILE INC. 003844														
	68444	05/30/23	STREETSCAPE IMPROVEME	52,698.33		668822			D	-			MTCE. OF OTHER I	235.41402.0336
	68444	05/30/23	STREETSCAPE IMPROVEME	36,768.33		668973			D	-			MTCE. OF OTHER I	235.41402.0336
	68444	05/30/23	STREETSCAPE IMPROVEME	24,129.33		669061			D	-			MTCE. OF OTHER I	235.41402.0336
	68444	05/30/23	STREETSCAPE IMPROVEME	33,761.66		670056			D	-			MTCE. OF OTHER I	235.41402.0336
	68444	05/30/23	STREETSCAPE IMPROVEME	20,074.67		670125			D	-			MTCE. OF OTHER I	235.41402.0336
	68444	05/30/23	STREETSCAPE IMPROVEME	28,192.00		670126			D	-			MTCE. OF OTHER I	235.41402.0336
				195,624.32	*CHECK TOTAL									
			VENDOR TOTAL	195,624.32										
WEST CENTRAL COMMUNICATI 000796														
	68445	05/30/23	#224469 MOUNT	84.10		095626S			D	-			INVENTORIES-MDSE	101.125000
WEST CENTRAL SANITATION 000805														
	68446	05/30/23	RECYCLING-JUNE	163.27		12763283			D	-			CLEANING AND WAS	101.41408.0338
WEST CENTRAL TECHNOLOGY 003817														
	68447	05/30/23	AP MOUNTS	459.42		31170			D	-			MTCE. OF STRUCTU	101.41409.0225
WEST CENTRAL TROPHIES 000808														
	68448	05/30/23	ENGRAVED HOCKEY CUP	35.00		8405			D	-			AWARDS AND INDEM	101.45432.0442
	68448	05/30/23	GRAVE-20 YEAR TAG	25.00		8408			D	-			MTCE. OF STRUCTU	101.42412.0335
				60.00	*CHECK TOTAL									
			VENDOR TOTAL	60.00										
WESTMOR INDUSTRIES LLC 001640														
	68449	05/30/23	SHOP ALARMS	567.45		1865802			D	-			MTCE. OF STRUCTU	101.43425.0335
WILLMAR CHAMBER OF COMME 000812														
	68450	05/30/23	OFFICE 365 SUBSCRIPTION	7.54		55180			D	-			COMMUNICATIONS	208.45005.0330
	68450	05/30/23	TELEPHONE CHARGES	14.00		55180			D	-			COMMUNICATIONS	208.45005.0330
	68450	05/30/23	CANDY-BOARD RETREAT	66.13		55180			D	-			TRAVEL-CONF.-SCH	208.45005.0333
	68450	05/30/23	WINTERFEST MEETING-FISCH	18.43		55180			D	-			TRAVEL-CONF.-SCH	208.45005.0333
	68450	05/30/23	WINTERFEST MEETING-FISCH	15.41		55180			D	-			TRAVEL-CONF.-SCH	208.45005.0333
	68450	05/30/23	EMT CONF-FISCHER	99.00		55180			D	-			TRAVEL-CONF.-SCH	208.45005.0333
	68450	05/30/23	WEST CENTAL TRI SUBSCRIP	256.50		55180			D	-			SUBSCRIPTIONS AN	208.45005.0443
	68450	05/30/23	ST.CLOUD SPORT SHOW ELEC	75.34		55180			D	-			TRAVEL-CONF.-SCH	208.45006.0333
	68450	05/30/23	SIOUX FALLS SPORT SHOW	317.54		55180			D	-			TRAVEL-CONF.-SCH	208.45006.0333
	68450	05/30/23	ST.CLOUD SPORT SHOW-PARK	0.50		55180			D	-			TRAVEL-CONF.-SCH	208.45006.0333
	68450	05/30/23	ST.CLOUD SPORT SHOW-PARK	5.00		55180			D	-			TRAVEL-CONF.-SCH	208.45006.0333
	68450	05/30/23	ST.CLOUD SPORT SHOW LUNC	12.78		55180			D	-			TRAVEL-CONF.-SCH	208.45006.0333
	68450	05/30/23	FABEBOOK ADVERTISING	455.65		55180			D	-			ADVERTISING	208.45006.0447
	68450	05/30/23	REMARKABLE NOTEBOOK SUB	2.99		55180			D	-			OTHER CHARGES	208.45008.0449
	68450	05/30/23	FRNG FEE-REMARK NOTEBOOK	0.05		55180			D	-			OTHER CHARGES	208.45008.0449
	68450	05/30/23	GOOGLE ADVERTISING	500.00		55180			D	-			OTHER CHARGES	208.45010.0449
	68450	05/30/23	TEN17 MEDIA ADVERTISIN	1,700.00		55180			D	-			OTHER CHARGES	208.45010.0449
	68450	05/30/23	GOOGLE ADVERTISING	21.57		55180			D	-			OTHER CHARGES	208.45010.0449
	68450	05/30/23	HOCKEY WELCOME BAGS ITEM	38.86		55180			D	-			OTHER CHARGES	208.45011.0449

VENDOR NAME AND NUMBER													
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
WILLMAR CHAMBER OF COMME 000812													
68450	05/30/23	OFFICE 365 SUBSCRIPTION	7.54		55458			D	-			COMMUNICATIONS	208.45005.0330
68450	05/30/23	TELEPHONE CHARGES	14.00		55458			D	-			COMMUNICATIONS	208.45005.0330
68450	05/30/23	CELEBRATE LIGHT MEETING	20.18		55458			D	-			TRAVEL-CONF.-SCH	208.45005.0333
68450	05/30/23	CVB-LEISURE COMM LUNCH	200.48		55458			D	-			TRAVEL-CONF.-SCH	208.45005.0333
68450	05/30/23	MACVB ED SUMMIT REG-FISC	195.00		55458			D	-			TRAVEL-CONF.-SCH	208.45005.0333
68450	05/30/23	WATER-CVB MEETINS	5.38		55458			D	-			OTHER CHARGES	208.45005.0449
68450	05/30/23	GOLF AD	437.50		55458			D	-			ADVERTISING	208.45006.0447
68450	05/30/23	REMARKABLE NOTEBOOK SUB	2.99		55458			D	-			OTHER CHARGES	208.45008.0449
68450	05/30/23	FRGN FEE REMARKABLE NOTE	0.05		55458			D	-			OTHER CHARGES	208.45008.0449
68450	05/30/23	GOOGLE ADVERTISING	434.83		55458			D	-			OTHER CHARGES	208.45010.0449
68450	05/30/23	GOLF AD	437.50		55458			D	-			OTHER CHARGES	208.45010.0449
68450	05/30/23	BOX-5/5 PUBLIC POLICY	14.00		55482			D	-			SUBSISTENCE OF P	101.41400.0227
68450	05/30/23	REESE-5/5 PUBLIC POLICY	14.00		55482			D	-			SUBSISTENCE OF P	101.41401.0227
68450	05/30/23	PUBLIC POLICY MEETING	14.00		55483			D	-			TRAVEL-CONF.-SCH	208.45005.0333
			5,404.74	*CHECK TOTAL									
		VENDOR TOTAL	5,404.74										
WILLMAR COMMUNITY EDUCAT 001243													
68451	05/30/23	CUSTODIAL FEE	175.00		2223-657			D	-			PROFESSIONAL SER	101.45432.0446
68451	05/30/23	CUSTODIAL FEE	175.00		2223-657			D	-			PROFESSIONAL SER	101.45432.0446
			350.00	*CHECK TOTAL									
		VENDOR TOTAL	350.00										
WILLMAR CRANE SERVICE 000899													
68452	05/30/23	CRANE SERVICES	455.00		6062			D	-			MTCE. OF EQUIPME	651.48484.0334
WILLMAR NOON KIWANIS 000393													
68453	05/30/23	QUARTERLY DUES JAN-MARCH	50.00		050323			D	-			TRAVEL-CONF.-SCH	101.41400.0333
68453	05/30/23	QUARTERLY MEALS JAN-MAR	22.00		050323			D	-			TRAVEL-CONF.-SCH	101.41400.0333
			72.00	*CHECK TOTAL									
		VENDOR TOTAL	72.00										
WINDSTREAM 002100													
68312	05/22/23	PHONE SERVICE-APRIL	791.50		STMT/04-23			D	-			COMMUNICATIONS	101.45433.0330
WITMER PUBLIC SAFETY GRO 003291													
68454	05/30/23	FLASHLIGHTS	173.47		INV256055			D	-			SMALL TOOLS	101.42412.0221

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT

REPORT TOTALS: 1,601,178.85

RECORDS PRINTED - 000672

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	462,779.82
205	INDUSTRIAL DEVELOPMENT	14,995.00
208	CONVENTION & VISITORS BUREAU	8,483.54
219	CORONAVIRUS RELIEF FUND	74,949.73
230	WILLMAR MUNICIPAL AIRPORT	2,466.95
235	WILLMAR MAIN STREET	199,431.88
400	S.A.B.F. - 2020	234,894.31
405	C.P. - EPITOPIX	2,465.50
420	LOCAL OPT SALES TAX PROJECTS	108,692.54
422	S.A.B.F. - 2022A	219,170.50
430	C.P. - AIRPORT DEVELOPMENT	1,600.00
432	C.P. - WASTE TREATMENT	140,379.03
450	CAPITAL IMPROVEMENT FUND	22,017.68
651	WASTE TREATMENT	108,852.37
TOTAL ALL FUNDS		1,601,178.85

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	1,601,178.85
TOTAL ALL BANKS		1,601,178.85

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	5.H.
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:	Consideration of State 1 Day to 4 Day Temporary On-Sale Liquor License Permit-Foxhole Brewhouse Inc.		

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

OVERVIEW:
The Foxhole Brewhouse Inc. dba Foxhole Brewhouse has plans to sell alcohol during the Bombshells & Brows Salon's 5th Year Anniversary event on June 29, 2023, located at 812 1st Street S. A State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License is required to distribute or consume alcohol per State Statute 340A.404, Subdivision 10 (c), which states that the governing body of a municipality may issue to a brewer who manufactures fewer than 3,500 barrels of malt liquor in a year or a microdistillery a temporary license for the on-sale of intoxicating liquor in connection with a social event within the municipality sponsored by the brewer or microdistillery. The terms and conditions specified for temporary licenses under paragraph (a) shall apply to a license issued under this paragraph, except that the insurance requirements of section 340A.409 subdivisions 1 to 3a, shall apply to the license.

BUDGETARY/FISCAL ISSUES:
$100.00 Application Fee

ALTERNATIVES TO CONSIDER:
Deny the serving of alcohol during their social event.

ATTACHMENTS:
None

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	5.I.
Agenda Section:	Consent Items	**Originating Department:**	Administration
Resolution:	Yes	**Prepared By:**	Brittany Searle, Administrative Assistant
Ordinance:	No	**Presented By:**	Leslie Valiant, City Administrator
Item:	Accept State of Minnesota Airport Maintenance and Operation Grant		

RECOMMENDED ACTION:
Motion to adopt resolution accepting Airport Maintenance and Operation Grant (Contract Number 1053342) and authorizing the Mayor and City Administrator to execute the contract and any amendments on behalf of the City of Willmar.

OVERVIEW:
State Project Number A3401-M0 24 & 25 MnDot Contract# 1053342 is an annual financial assistance grant from the state for airport maintenance and operations activities. Each fiscal year, the City will receive $56,337, totaling $112,674 for the two year grant. The City receives up to 75% of eligible costs incurred during the time of the contract.

BUDGETARY/FISCAL ISSUES:
Total State Obligation - The total obligation of State for all compensation and reimbursements to Receipient under this contract will not exceed $112,674.00 (State fiscal years 2024 and 2025)

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Willmar M&O 2024-2025
2. Resolution - Execute State Airport Maintenance and Operations Grant

MnDOT Contract No. 1053342

STATE OF MINNESOTA

AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

State Project Number (S.P.): A3401-MO24
State Project Number (S.P.): A3401-MO25

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

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport ("Airport") in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2024 and State Fiscal Year 2025.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS

1. Term of Contract and Survival of Terms

1.1. **Effective Date:** This contract will be effective on July 1, 2023, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.

1.2. **Expiration Date:** This contract will expire on June 30, 2025.

1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient's Duties

2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.

2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.

2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.

2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.

2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient's Assurances

3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.

3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.

3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:

5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.

5.1.2. **Telecommunication Amount.** State has currently obligated $0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.

5.1.3. **Maintenance and Operation Amount.** State has currently obligated $56,337.00 in each State fiscal year to reimburse other eligible costs at 75%.

5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed $112,674.00 (State fiscal years 2024 and 2025).

5.2. **Payment.**

5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:

- On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
- On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
- On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
- On or after July 1, **and no later than August 15**, for the period April 1 through June 30.

The State may reject costs that the State determines are not eligible maintenance and operations expenses.

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

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

5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than $50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.

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

6. Conditions of Payment

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

7. Authorized Representatives

7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title:	Jenny Bahneman, Grants Specialist Coordinator
Address:	Office of Aeronautics,
	395 John Ireland Boulevard, Mail Stop 410
	Saint Paul, Minnesota 55155
E-Mail:	jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title:	Leslie Valiant, City Administrator
Address:	City Office Building, 333 - Sixth Street Southwest, Post Office Box 755, Willmar, MN 56201
Telephone:	(320) 235-4913
E-Mail:	lvaliant@willmarmn.gov

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.

8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

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

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

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

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

9. Indemnification

9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

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

13. Governing Law, Jurisdiction and Venue

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

14. Data Disclosure

14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.

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

16. Discrimination Prohibited by Minnesota Statutes §181.59

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

17. Limitation.

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

RESOLUTION NO. 2023-

A RESOLUTION AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTION AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

Motion By:_____ Second By:_____

BE IT RESOLVED by the **City of Willmar** as follows:

1. That the state of Minnesota Contract Number **1053342,** "Airport Maintenance and Operation Grant Contract," at the **Willmar Municipal Airport** is accepted.

2. That the Mayor and the City Administrator are authorized to execute this Contract and any amendments on behalf of the **City of Willmar.**

Dated this 5th day of June, 2023

_____
Mayor

Attest:

_____

City Clerk

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF KANDIYOHI

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

City of Willmar

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL /OR/ _____
NOTARY PUBLIC

My Commission Expires: _____ ____

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	5.J.
Agenda Section:	Consent Items	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Leslie Valiant, City Administrator
Ordinance:	No	**Presented By:**	Leslie Valiant, City Administrator
Item:	MOU -LELS contract Corrections		

RECOMMENDED ACTION:
Approve MOU to correct omission to section 12.1 of the 2023-2025 LELS contract approved May 19, 2023

OVERVIEW:
Omission to Section 12.1 needed to be updated from the previous contract language of 80 hours to 88 hours after Juneteenth was added and an official holiday. Holiday, Juneteenth was listed in Section 12.2 in the new agreed contract for 2023 - 2025.

BUDGETARY/FISCAL ISSUES:
None

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. LELS MOA re Holiday Leave Updates 051923

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is made by and between the City of Willmar ("City" or "Employer") and Law Enforcement Labor Services, Inc. ("Union").

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit ("Bargaining Unit Employees");

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

WHEREAS, Sections 12.1 and 12.2 include references to the number of holiday leave hours and holidays and the addition of Juneteenth as a holiday;

WHEREAS, the parties desire to update the holiday hours and number to reflect the addition of Juneteenth; and

WHEREAS, Employer and Union desire to update such references through this MOA.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Union agree as follows:

Article 1. Amendments to Sections 12.1 and 12.2

Sections 12.1 and 12.2 of the Labor Agreement are amended in their entirety to read as follows:

12.1 Employees shall receive eighty-eight (88) hours of holiday leave per year. Such holiday leave shall accrue as the holidays occur.

12.2 Eight (8) hours of holiday leave shall be granted for each of the following eleven holidays: New Year's Day; Martin Luther King, Jr. Day (3rd Monday in January); Presidents' Day (3rd Monday in February); Memorial Day (last Monday in May); Juneteenth (June 19); Independence Day (July 4); Labor Day (first Monday in September); Veterans' Day (November 11); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving, and Christmas Day (December 25).

Article 2. Entire Agreement

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

Article 4. Waiver of Bargaining

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

Article 5. Limitations

This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

Article 6. Amendment or Modification

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

Article 7. Voluntary Agreement of the Parties

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

Article 8. Effective Date

This MOA is effective the latest date affixed to the signatures below.

IN WITNESS WHEREOF, the parties hereto have executed this MOA on the latest date affixed to the signatures on the next page.

FOR CITY OF WILLMAR	FOR LAW ENFORCEMENT LABOR SERVICES
_____	Dan Wilson
DATE:_____	DATE: 05/22/2023
_____	_____
DATE:_____	DATE:_____
	_____
	DATE:_____

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	5.K.
Agenda Section:	Consent Items	**Originating Department:**	Recreation
Resolution:	Yes	**Prepared By:**	Rob Baumgarn, Recreation Director
Ordinance:	No	**Presented By:**	Rob Baumgarn, Recreation Director
Item:	Cardinal Arena Zamboni Roof Repair		

RECOMMENDED ACTION:
To approve the quote from West Central Roofing for the amount of $11,679.15 to repair the Cardinal Zamboni roof.

OVERVIEW:
The Cardinal Zamboni roof is leaking and needs to be replaced. The staff received two quotes and West Central Roofing had the lowest quote. The new roof will have a 20-year warranty.

BUDGETARY/FISCAL ISSUES:
Funding for the project will come out of the 2023 CIP.

ALTERNATIVES TO CONSIDER:
Reject the quote.

ATTACHMENTS:
1. Resolution for Zamboni Roof
2. West Central Roofing Quote
3. Heritage Exteriors Quote

RESOLUTION NO. ____

RESOLUTION APPROVING THE QUOTE FROM WEST CENTRAL ROOFING FOR THE AMOUNT OF $11,679.15 TO REPAIR THE CARDINAL ARENA ZAMBONI ROOF

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve the quote from West Central Roofing for the amount of $11,679.15 to repair the Cardinal Zamboni roof.

Dated this 5th day of June 2023

_____
Douglas E. Reese, Mayor

Attest:

_____
CITY CLERK

DocuSign Envelope ID: 7C09BC1C-4396-4C43-AA2F-517597B96B42

West Central Roofing Contractors, Inc.

PO Box 1292 ~ 4030 Hwy 71 NE
Willmar MN 56201
Telephone (320) 235-8748 Fax (320) 214-7334

License# RR627812

CONTRACT# 6699

PROPOSAL SUBMITTED TO:		WORK TO BE PERFORMED AT:	
Willmar Civic Center 2707 Arena Dr Willmar, MN 56201		East Entrance, 350 SqF, Duro-Last Willmar, MN 56201	
HOME PHONE:	WORK PHONE:	ESTIMATOR: Kal Torkelson	DATE: 5/30/2023

We hereby submit specifications and estimates for:

1. Tear off old membrane to insulation and dispose of
2. Sweep and clean debris from the roof
3. Roof edge blocking to provide insulation stop
4. Installation of Tapered Insulation
5. Insulation fastened with screws and plates (1 per 2 SQ. FT)
6. Duro-Last Roofing System, White, Tan or, Gray
7. Flash up the wall and Counterflash
8. Secure all the edges and flash in
9. Boots at vents
10. Flash Scuppers
11. Tie in as needed
12. Install new colored metal copings
13. Installation of new scuppers
14. Owner to provide plumber (if needed)
15. 20 year Labor and Materials Warranty by Manufacturer
16. OWNER TO PROVIDE BUILDING PERMIT

WE PROPOSE hereby to furnish material and labor for the sum of:
Eleven Thousand Six Hundred Seventy Nine Dollars And Fifteen Cents dollars (**$11,679.15**).

Payable as follows:
50% down payment is required, balance due upon completion, if down payment is not received with signed contract, we cannot guarantee material pricing and may change due to the volatile material prices

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be scecuted only upon written orders, and will become an extra charge over and above the estimate. Replacement of damaged decking or insulation to be completed on a labor and materials basis. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

CONTRACT TERMS AND CONDITIONS OF SALE:
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A 1 1/2% (18% APR) late fee will be charged on all unpaid balances over 60 days. In event of default by buyer, buyer agrees to pay all costs of collection including reasonable attorneys fees in addition to other damages incurred by seller.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

CONTRACT# 6699

PROPOSAL SUBMITTED TO:		WORK TO BE PERFORMED AT:	
Willmar Civic Center 2707 Arena Dr Willmar, MN 56201		East Entrance, 350 SqF, Duro-Last Willmar, MN 56201	
HOME PHONE:	WORK PHONE:	ESTIMATOR: Kal Torkelson	DATE: 5/30/2023

We hereby submit specifications and estimates for:

A)ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
B)UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AN WHO GAVE YOU TIMELY NOTICE.

WE PROPOSE hereby to furnish material and labor for the sum of:
Eleven Thousand Six Hundred Seventy Nine Dollars And Fifteen Cents dollars (**$11,679.15**).

Payable as follows:

50% down payment is required, balance due upon completion, if down payment is not received with signed contract, we cannot guarantee material pricing and may change due to the volatile material prices

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be scecuted only upon written orders, and will become an extra charge over and above the estimate. Replacement of damaged decking or insulation to be completed on a labor and materials basis. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

CONTRACT TERMS AND CONDITIONS OF SALE:
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A 1 1/2% (18% APR) late fee will be charged on all unpaid balances over 60 days. In event of default by buyer, buyer agrees to pay all costs of collection including reasonable attorneys fees in addition to other damages incurred by seller.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

05/25/2023

Heritage Exteriors
3867 Hwy 12 E
Willmar MN 56201
Phone: (320) 796-5001

Company Representative
Ben Nelson
Phone: (320) 295-3395
ben@heritage-exteriors.com

Willmar Civic Center
2707 Arena Drive
Willmar, MN 56201
(320) 491-1024

South side flat roofing section

Remove existing membrane, install sloped ISO insulation to promote positive drainage. Replace metal flashing on parapet walls with new. Install new membrane system underneath existing standing seam roof as much as possible and re-flash to old membrane underneath metal. Does not include removing or replacing any existing standing seam roof panels. Install EPDM flashing along roof/wall transition where leaking appears to be coming from.

	Qty	Unit	Price
Mulehide EPDM Sheet - 3" Tape - Clean - .060 - 10'x100' - Black	0.50	RL	$1,153.00
ISO Insulation			$1,466.80
Adhesive/sealants/cleaners			$1,481.86
Plates/bars/fasteners			$983.82
Roofing labor			$4,970.00
Build up parapet wall	12.00	HR	$1,200.00
Framing lumber for parapet wall	1.00	EA	$600.00
Custom bent steel cap flashing	60.00	LF	$1,800.00
Cut existing steel and install cap flashing	12.00	EA	$1,200.00
Install EPDM flashing tape along roof/wall transition	4.00	HR	$400.00
Mulehide Uncured EPDM Flashing Tape - 6"x100' - Black	0.50	RL	$95.00
Dumpster & Disposal	1.00	EA	$600.00

$15,950.48

East side flat roofing

Replace EPDM membrane, re-use existing rock ballast

	Qty	Unit	Price
Mulehide EPDM Sheet - 3" Tape - Clean - .060 - 10'x100' - Black	1.33	RL	$3,066.98
ISO Insulation			$1,402.72
Adhesive/sealants/cleaners			$2,077.76
Plates/bars/fasteners			$823.62
EPDM roofing labor	48.00	HR	$9,600.00
Custom bent steel cap flashing	70.00	LF	$2,100.00
Mulehide Uncured EPDM Flashing Tape - 6"x100' - Black	1.00	RL	$190.00
Dumpster & Disposal	1.00	EA	$600.00
Labor to delete old AC condenser blocks	4.00	HR	$600.00

$20,461.08

Snow guards section

	Qty	Unit	Price
Sno Gem iClad Snow Retention Sno Cube	500.00	EA	$7,500.00
Sno Gem iPlate	500.00	EA	$2,791.67
Sno Gem 2" x 10' iBeam Snow retention bar	70.00	EA	$5,833.33
Color matching steel for snow guards	700.00	LF	$3,500.00
Labor to install snow guards	100.00	HR	$10,000.00
			$29,625.00

Commercial steel siding section

	Qty	Unit	Price
Fabral Silhouette HCF Series Metal Siding - HCF16-4	29.00	SQ	$26,583.33
EDCO commerical steel J trim	30.00	EA	$1,749.90
3/8" x 3" Tapcon concrete Fasteners (100 count)	16.00	BX	$6,400.00
2x4x16' Treated Lumber	150.00	EA	$4,000.50
Housewrap - Tyvek Commercialwrap 10' x 125'	3.00	RL	$2,400.00
Tyvek Housewrap Tape - 3"x165'	4.00	RL	$173.33
Install 2x4 and Tyvek substrate to attach siding	40.00	HR	$4,000.00
Install steel siding	160.00	HR	$16,000.00
			$61,307.06

TOTAL $127,343.62

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	5.L.
Agenda Section:	Consent Items	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Gary Manzer, Public Works Director
Item:	Public Works Sand Pro Purchase		

RECOMMENDED ACTION:
Adopt the resolution approving the purchase of a 2023 Sand Pro 6040 with attachments, per State Contract No. 224320, in the amount of $43,190.21.

Adopt the resolution authorizing the reappropriation of $3,190.21 from the Capital purchase of the Public Works Kubota Mowers to the purchase of the Public Works Sand Pro.

OVERVIEW:
Staff is requesting the replacement of a 2010 Toro Sand Pro in accordance with the Vehicle Replacement Schedule. The current unit is 13 years old and staff recommends replacing it as the schedule suggests, as it is used daily during the ball season. The new version of this machine, the 2023 Toro Sand Pro, has more options for attachments to aid in the maintenance of the ball fields that Public Works manages.

A quote was obtained through MTI Distributing with Minnesota State Contract Pricing for the new Sand Pro, with the following attachments:
1. Field Pro Multi-Tool
2. Box Blade Attachment Holder
3. Planer Blade Kit (set of 3)
4. Rear Storage and Tool Holder Kit
5. Laser Level Installation Kit
6. Drag Mat Carrier System
7. Grooming Broom
8. Steel Drag Mat
9. Laser Receiver Kit

BUDGETARY/FISCAL ISSUES:
$40,000 is budgeted for the purchase of the Sand Pro. Remaining funds from the Kubota mowers purchase will be reappropriated for the additional $3,190.21.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Toro Sand Pro Purchase
2. Sand Pro
3. 2010 Sand Pro 100666
4. 100666 Picture

RESOLUTION NO. ____

A RESOLUTION APPROVING THE PURCHASE OF A TORO SAND PRO 6040 FIELD GROOMER IN THE AMOUNT OF $43,190.21.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the purchase of a Toro Sand Pro 6040 Field Groomer is accepted from MTI Distributing through Minnesota State Contract No. 224320, and be it further resolved the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of $43,190.21.

Dated this 5th day of June, 2023

_____
Mayor

Attest:

_____
City Clerk

MTI Distributing
Equipment Quote
May 26, 2023

Gary Manzer
City of Willmar

Quote Expiration Date: 6/25/2023

MINNESOTA STATE CONTRACT PRICING - CONTRACT #224320

Qty	Model Number	Description	MN State Price Each	MN State Price Extended
1	08839	Field Pro 6040	$22,906.80	$22,906.80
1	08854	Field Pro MultiTool	$8,799.03	$8,799.03
1	08861	Box Blade Attachment Holder	$903.15	$903.15
1	08862	Planer Blade Kit (Set Of 3)	$633.42	$633.42
1	08905	Rear Storage and Tool Holder Kit	$421.20	$421.20
1	08865	Laser Level Installation Kit	$1,509.03	$1,509.03
1	08756	QAS Drag Mat Carrier System	$1,615.95	$1,615.95
1	08753	QAS Grooming Broom	$1,938.33	$1,938.33
1	08757	Steel Drag Mat	$348.30	$348.30
1	TFP6040-EG1M	Futtura Laser Receiver Kit	$4,115.00	$4,115.00

Subtotal	$43,190.21
Exempt Sales Tax	$0.00
Total	**$43,190.21**

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

Quote is valid for 30 days; pending product availability
Net 30 Terms with qualified credit
New Toro commercial equipment comes with a two-year manufacturer warranty
Equipment delivery and set-up at no additional charge
All commercial products purchased by a credit card will be subject to a 2.5% service fee.

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

Andy Keyes
Commercial Sales Rep
612-456-0709

Scott Esterby
Inside Sales Rep
763-592-5641

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

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

Name:

Signature:

Date:

VEHICLE/EQUIPMENT CHANGE REQUEST FORM

Department Head - I am requesting the following to occur:

				Check Applicable Box
Addition - *(To the overall number of vehicles in our fleet)*:				☐
Deletion - *(From the overall number of vehicles in our fleet and not to be replaced):*				☐
Replacement - *(To be replaced by another vehicle):*				☒
Replacement Adjustment - *(Move a budgeted vehicle to a different year in the schedule)*				☐
Re-assignment - *(Transfer to another City Dept.):*				☐
Fixed Asset Number:	3007.00027			*Reminder to Attach Photo*
Vehicle Number:	100666	Replacement Cost:	$40,000	
Vehicle Year:	2010	Vehicle Model:	Toro Sand Pro	
Mileage:	N/A OR	Hours on vehicle:	1257	

*(Comments):*This unit is used daily for field preparation. It gets used by volunteers as well so the use can be hard as the users are not always the same person

Initial GM

Operator or Supervisor *(comments if applicable):*

_____

Initial _____

Mechanic *(comments if applicable):*

I recommend replacement of this unit as the schedule suggests. The newer version of this machine that we currently have has more options for attachments which aids in the maintenance of the fields.

Initial KR

_____***APPROVED*** _____***DENIED*** ***Vehicle/Equipment Committee*** _____
Date

_____***APPROVED*** _____***DENIED*** _____ _____
City Administrator *Date*

This document was last reviewed and approved on April 18, 2014

2010 Toro Sand Pro

Unit# 100666

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	5.M.
Agenda Section:	Consent Items	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Gary Manzer, Public Works Director
Item:	2023 Pavement Marking Project		

RECOMMENDED ACTION:
Adopt the resolution awarding the 2023 Pavement Markings Project to Sir Lines-A-Lot, LLC in the amount of $25,500.

OVERVIEW:
Quotes were solicited for the 2023 Pavement Markings Project with one quote received, from Sir-Lines-A-Lot, LLC from Edina, MN in the amount of $25,500. The project entails an estimated 120,000 LF of yellow markings and 112,000 LF of white markings on designated City streets. This project is completed on an annual basis in accordance with MnDOT 2582.3 specifications.

BUDGETARY/FISCAL ISSUES:
The Public Works operating budget includes adequate funds for the project.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution- Accept Bid 2023 Pavement Marking
2. Annual Striping Map 2023

Resolution No._____

A RESOLUTION AWARDING THE 2023 PAVEMENT MARKING PROJECT TO SIR LINES-A-LOT, LLC. IN THE AMOUNT OF $25,500.

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 Sir Lines-A-Lot, LLC of Edina, MN for the 2023 Pavement Marking Project 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 $25,500.

Dated this 5th day of June, 2023

_____
Mayor

Attest:

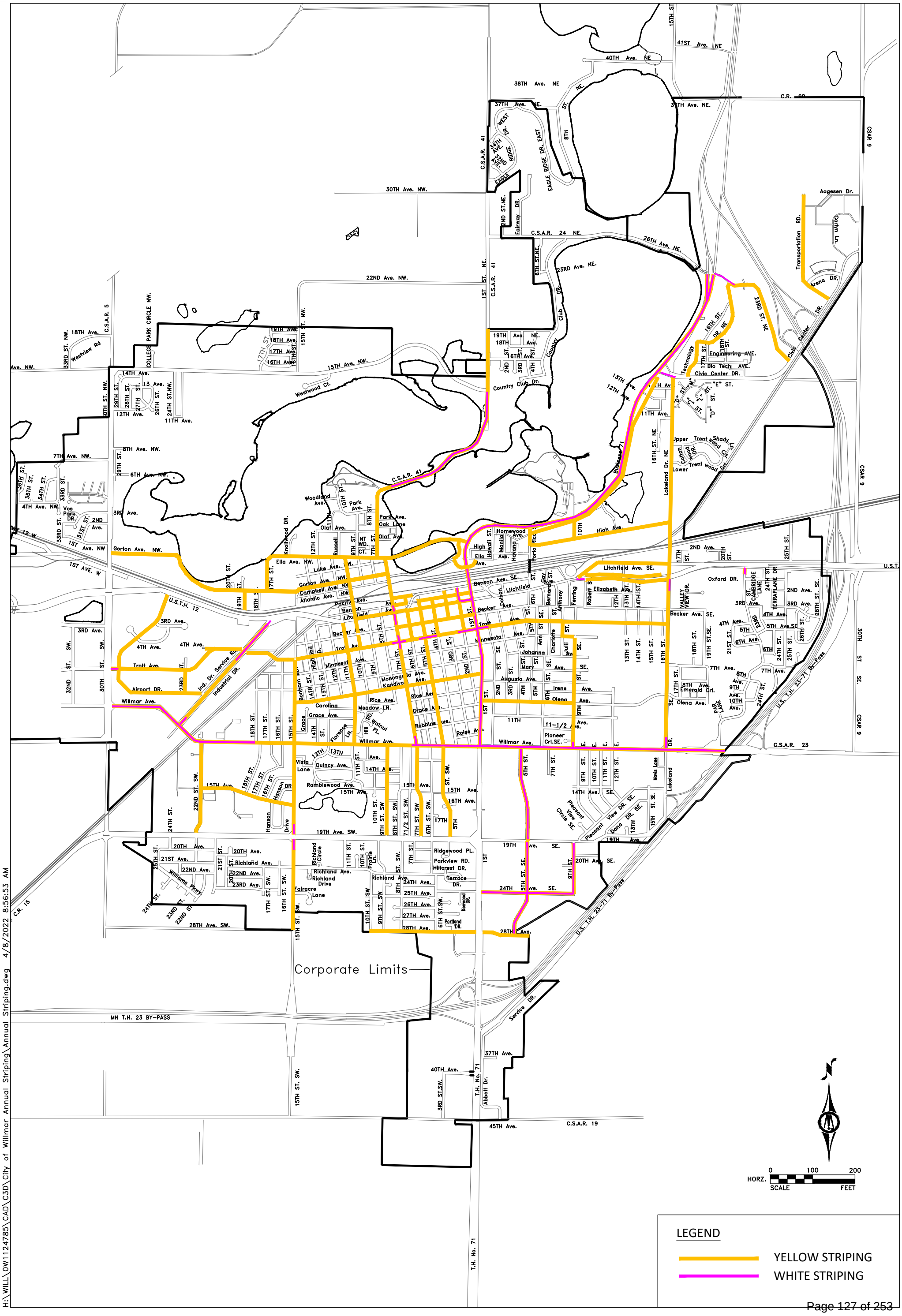
_____
City Clerk

Annual Striping

City of Willmar

Location Map

April 2023



City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	5.N.
Agenda Section:	Consent Items	**Originating Department:**	Recreation
Resolution:	Yes	**Prepared By:**	Rob Baumgarn, Recreation Director
Ordinance:	No	**Presented By:**	Rob Baumgarn, Recreation Director
Item:	Fitness Park Installation Agreement - Dynamic Resources Inc.		

RECOMMENDED ACTION:
To approve the agreement with Dynamic Resources Inc. for the amount of $32,500 for the installation of the fitness court equipment, mural vinyl wrap, and tile floor.

OVERVIEW:
Willmar Council approved applying for the Blue Cross Blue Shield and National Fitness Campaign Outdoor Fitness Grant at the December 19, 2022 meeting. The National Fitness Organization has awarded the City of Willmar a $70,000 grant for the construction of the outdoor fitness court/studio based on the city's diverse population, the trails and park system that the city has developed, and the ongoing recreational improvements such as the recreational event center, and the improvements to Swansson Field. Willmar is the first to be awarded this grant in the state of Minnesota and will be able to use an additional art funding of $25,000 to select a local artist to create the artwork for the fitness court. As part of the grant, installation of the fitness equipment, mural wrap, and floor tile are required. This work is recommended to be done by the National Campaign-approved installers. Dynamic Resources is the group that the National Campaign recommends doing work.

BUDGETARY/FISCAL ISSUES:
The cost of the installation is $32,500. Funding for this will come out of the 2023 Capital Improvement Plan. A 50% down payment is required prior to deployment of the installation team.

ALTERNATIVES TO CONSIDER:
Don't approve the agreement

ATTACHMENTS:
1. Resolution for Fitness Park Installation
2. Dynamic Quote City of Willmar
3. Inv_93182_from_Dynamic_Resources_Inc._56988
4. Small Bids Agreement_Dynamic Resources

RESOLUTION NO. ____

RESOLUTION APPROVING THE AGREEMENT WITH DYNAMIC RESOURCES INC. FOR THE AMOUNT OF $32,500 FOR THE INSTALLATION OF THE FITNESS COURT EQUIPMENT, MURAL VINYL WRAP, AND TILE FLOOR

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve the agreement with Dynamic Resources Inc. for the amount of $32,500 for the installation of the fitness court equipment, mural vinyl wrap, and tile floor.

Dated this 5th day of June 2023

_____
Douglas E. Reese, Mayor

Attest:

_____
CITY CLERK

DYNAMIC

DYNAMIC RESOURCES INC.

25 WEST 31 STREET
7TH FLOOR
NEW YORK, NY 10001

DRGLOBAL.COM

Rob Baumgarn
City of Willmar
Parks and Recreation Director
(320)-235-1454

May 25th, 2023

Fitness Court© Installation Proposal: # NFC-23-2171-1

RE: Fitness Court Installation at Sperry Park North Hwy 71 and Homewood Ave Willmar, MN 56201

Thank you for the opportunity to provide installation services for the Fitness Court© provided by the National Fitness Campaign. Please review the following scope of services and let us know if you have any questions.

Scope of Work:
Installation of Fitness Court© provided by the National Fitness Campaign in accordance with the National Fitness Campaign Installation Instructions and associated manufacturer's guidelines. This proposal represents the full scope of work.

What is Included:

- Installation of the following items:
  1. Body Weight Training Wall
  2. Anchor Bolts
  3. Sports Tile Flooring
  4. ADA Tile Border (Where applicable)
  5. All Equipment Elements
  6. Floor Markings
  7. Wall Graphics Installation according to 3M product requirements and the NFC Graphics Installation Guide.
- Signed Certificate of Completed Installation
- Close-out documents filed with NFC for Fitness Court© Warranty
- Site walk-thru upon completion of the Fitness Court installation.
- Completion of Fitness Court Installation in 4 Days or less (Weather permitting)
- Completion of Graphics installation within 1 week of completion of Fitness Court Installation
- Travel & Logistics
- Installation Project Management & Scheduling
- Pre- Installation Kick-off Meeting
- Insurance Certificate

What is Provided by Site Partner/Client:

- Procurement / supply of The Fitness Court®, Fitness Court® Tile, and Fitness Court® Installation Kit
- Site Preparation. Remove all debris, leaves, and dirt from concrete slab 48 hours prior to installation.
- Concrete slab built & cured, according to provided slab drawing specifications
- Construction fencing which will remain in place until all graphics are installed
- Traffic and Pedestrian Control
- Restroom Facilities
- Storage of Fitness Court©

- Safe environmentally controlled storage of graphics until time of installation
- 6' Step Ladder
- Charging capabilities for cordless tools
- Exact location and orientation of the Fitness Court® relative to the concrete footing.
- Parking adjacent to installation site for one vehicle
- Shade Structure
- Construction Lighting (as required)
- Pour in Place (PIP) Flouring (If chosen)

Provided by Client as coordinated with installation team:

- Site Security
- Delivery and staging of Fitness Court© to site prior to arrival of installation crews
- Debris and trash removal & recycling

Additional Terms & Conditions:

Bonds & Surety: Bid Bonds, Surety, Payment & Performance Bonds not included unless itemized above.

Insurance: Additional insurance coverage beyond what is specifically noted on provided Certificate of Insurance to be coordinated as needed. Additional fees may apply.

Prevailing Wage / Union Labor: Pricing does not include allowance for payment of and reporting of Prevailing Wage (Unless itemized above), union labor, or any allowance for labor agreements.

Licensing: State, city, and contractor licensing to be coordinated and confirmed based on client requirements. Additional fees may apply.

Schedule: Installation of the Fitness Court® will not be scheduled for installation any sooner than 28-days after concrete is poured unless approved Spray-Lock product is used allowing installation to occur as soon as 14 days after concrete is poured / application of the Spray-Lock treatment. Installation of the Fitness Court® will only be scheduled if the conditions of the concrete and atmospheric conditions meet product manufacturers requirements during use of product(s) including the 24-hour period following use of product(s). Schedule will be coordinated with client 14 days or more prior to installation. Schedule may also be affected by requirements for curing if using a PIP flooring.

Excusable Delay: Delays beyond the control of the installation company shall be considered excusable. Cost associated with excusable delays shall be coordinated with client to mitigate and minimize potential additional costs to client. Delays include but are not limited to the following: missing items provided by others, incomplete or incorrect concrete slab installation, weather and "Acts of God", Force Majeure, etc.

Safety & Security: Installation team reserves the right to leave the jobsite at any time if, in the event of onsite staff, the site is considered unsafe in any way. Client shall be notified and coordinate efforts to remedy the condition in a timely manner.
Change Orders: Client shall be notified in advance of being charged any additional fees including fees associated with remobilization. Any additional scope modified or added by the Client shall be made in writing.

DYNAMIC

DYNAMIC RESOURCES INC.

25 WEST 31 STREET
7TH FLOOR
NEW YORK, NY 10001

DRGLOBAL.COM

Warranty: Material warranty shall be provided by others. Warranty associated with this agreement shall be limited to items related to the installation of the Fitness Court© only.

Concrete Slab Installation Requirements: Slab must be installed per NFC Installation Manual Including dimensions, slope, and surface preparations. Surfaces of concrete must be clean, dry, and flat, free of voids, projections, loose materials, oil, grease, sealers, and all other surface contaminants. Slab to be swept and cleaned prior to the arrival of the installation crew. "Concrete substrate should NOT be smooth and reflective; it must have a concrete surface profile of CSP 1-3 (similar to a broomed finish). Alkaline surfaces need to be coated with primer prior to installation of tiles. Application of Spray-Lock treatment must be done in accordance with manufacturers recommendations.

Installation Documentation & Guidelines:

- NFC provided Concrete Slab Drawings
- The Fitness Court® Tile overview
- The Fitness Court® Specifications
- The Fitness Court® Installation Kit overview
- The Fitness Court® Installation and Maintenance Manual
- The Fitness Court® Vinyl Artwork Alignment Guide

Execution of this Agreement:

- Signed Proposal, Client issued Purchase Order, or other acceptable agreement by all parties.
- 50% Down Payment required prior to deployment of installation team
- Final payment invoice will be processed following installation and customer sign off on both the Fitness Court installation and the Graphics installation.

Installation Fees:

Installation of Fitness Court	$32,500.00

This quotation is good for 90 days. Should you accept our quote, please sign this proposal and return to us. We will be unable to start this project unless this quotation is signed and returned to us. Thank you for the opportunity to be of service to you.

AGREED & ACCEPTED BY:

Enrico Trongone
Dynamic Resources Inc.

Authorized Representative Signature: _____

Name (Printed): _____
Today's Date: _____
Purchase Order #: _____

Please remit funds electronically. Thank you for your cooperation.

Dynamic Resources, Inc.
25 West 31st Street
7th Floor
New York, NY 10001
Phone: (212) 209-1155
Fax : (212) 209-1160

Invoice

Date	Invoice #
5/25/2023	93182

Bill To

Rob Baumgarn
City of Willmar
Parks and Recreation Director

Please wire payments as follows in US Dollars.
Beneficiary: Dynamic Resources, Inc.
Bank: JP Morgan Chase Bank
Account# 726400443
ABA# 021000021
Swift Code: CHASUS33

BMO #	P.O. NUMBER	Terms	Due Date	JOB NUMBER
		On receipt	5/25/2023	NFC2321711

Quantity	Description	Rate	Amount
1	DEPOSIT INVOICE: Begin Date 06/13/2023 End Date 06/15/2023 Requested by Rob Baumgarn Install a Studio fitness court Fitness Court/Sperry Park North Hwy 71 and Homewood Ave Willmar, MN 56201 United States	16,250.00	16,250.00T
	Sales NON Taxable	0.00%	0.00

Thank you for your business.

Total **$16,250.00**

EQUIPMENT AND PRODUCTS AGREEMENT

THIS AGREEMENT, made and signed this 30th day of May, 2023, by and between the City of Willmar, County of Kandiyohi, State of Minnesota, hereinafter called the "OWNER" and Dynamic Resources Inc, New York, NY, hereinafter called the "CONTRACTOR".

The Owner and the Contractor, for the consideration hereinafter stated, agree as follows:

ARTICLE I. The Contractor hereby covenants and agrees to provide all materials and equipment for the installation of fitness court equipment at Sperry Park in accordance with the quotation, and this agreement, as approved by the City of Willmar for equipment or products identified as Sperry Park Fitness Park and to do everything required by this agreement and attached quotation.

ARTICLE II. The Owner agrees to pay, and the Contractor agrees to receive and accept payment in accordance with the prices bid as set forth in the quotation, and on file in the office of the City Clerk, Willmar, Minnesota, the aggregate of which prices, based on the stated unit quantity is a not to exceed figure of $32,500.

ARTICLE III. In consideration of the agreements of Owner herein set out, Contractor does hereby agree to indemnify and hold Owner harmless from all claims or causes of action arising from injury or death to persons or from damage to property resulting from Contractor's performance in the delivery of this equipment prior to the delivery date and time. Contractor will defend and indemnify Owner if any equipment or product infringes another party's property or patent rights. Contractor may not modify or substitute an equivalent product if such infringement occurs without first obtaining written permission from Owner. In the event that any such action is brought against Owner, Owner shall notify Contractor and Contractor shall have the opportunity to provide legal counsel and fully defend Owner. In the event that Contractor shall fail to provide an attorney and defend Owner, or in the event the attorney selected by Contractor is not approved by Owner and its insurance carrier, then Owner shall be entitled to hire its own attorney and Contractor shall pay the cost of Owner's entire defense. Contractor shall pay in full, without reimbursement from owner, any settlement or judgement resulting from said claim or cause of action.

ARTICLE IV. This agreement, together with the documents herein before mentioned in Article I, form the contract, and all documents are as fully a part of the contract as if attached hereto or herein repeated.

IN WITNESS WHEREOF, the parties of this agreement have hereunto set their hands and seals as of the day and year first above written.

CITY OF WILLMAR

_____
Mayor

Attest: _____
City Administrator

CONTRACTOR:

In the Presence of:

By: Rich Bornheimer *Rich Bornheimer*

_____

Vice President of Client Services
Title

_____

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	5.O.
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:	Consider Approving a Labor Agreement Between the City of Willmar and the ASFCME Public Works Unit.		

RECOMMENDED ACTION:
That the City Council Approve a Labor Agreement Resolution between the City of Willmar and ASFCME Public Works Until.

OVERVIEW:
The City of Willmar and ASFCME Public Works unit have tentatively agreed to a three-year labor agreement beginning January 1, 2023, through December 31, 2025.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:
None Recommended
ATTACHMENTS:
1. Resolution AFSCME Unit Labor Contract 2023-2025 v4

RESOLUTION NO. 2023 -

APPROVING A LABOR AGREEMENT BETWEEN THE CITY OF WILLMAR AND AFSCME PUBLIC WORKS UNIT

Motion By: _____ Second By:_____

WHEREAS, AFSCME PUBLIC WORKS Unit is the exclusive representative for certain City of Willmar employees;

WHEREAS, the current labor agreement between the City and AFSCME PUBLIC WORKS Unit expired on December 31, 2022;

WHEREAS, the City of Willmar and AFSCME PUBLIC WORKS Unit met and negotiated over the terms of the new labor agreement between the parties;

WHEREAS, the parties reached a tentative agreement on the terms of the new labor agreement; and

WHEREAS, the Public Employment Relations Act requires that the City of Willmar execute a labor agreement and implement it in the form of a resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA, AS FOLLOWS:

1. The Labor Agreement and Memorandums of Understanding between the City of Willmar and the AFSCME PUBLIC WORKS Unit for January 1, 2023, through December 31, 2025, are approved.

2. The Mayor and Administrator shall execute the agreement.

3. The City of Willmar shall implement the agreement.

Dated the 5th day of June 2023

Approved:

_____
Mayor

Attested:

_____
City Clerk

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	9.A.
Agenda Section:	Public Hearing:	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Justice Walker, Planning and Development Director
Ordinance:	Yes	**Presented By:**	Justice Walker, Planning and Development Director
Item:	Sale of Industrial Park Land to MB Rail		

RECOMMENDED ACTION:
Approve Ordinance Authorizing the Sale of Real Property to MB Rail Subsidiary

OVERVIEW:
The EDC has been working with Nexyst & MB Rail on purchasing land west of the industrial park to construct a rail-based agricultural distribution center. This purchase was introduced to the Planning Commission when it was still in its conceptual phase a few months ago. It was reviewed and approved by the Planning Commission at the May 3rd meeting. Council received and reviewed the Purchase Agreement at the May 15th Council Meeting, setting the public hearing for June 5, 2023.

BUDGETARY/FISCAL ISSUES:
This land sale would add $1,160,000 to the Industrial Park fund.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Ordinance authorizing sale to MB Rail 051623
2. Summary publication of MB Rail land sale ordinance 060123
3. Willmar-MBRail-Nexyst Purchase Agreement - City seller - (v7-clean-updated) 052623

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF
REAL PROPERTY TO MB RAIL SUBSIDIARY

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

Section 1. AUTHORIZATION OF SALE. Finding it to be in the best interests of the City of Willmar, the Willmar City Council hereby authorizes the sale and conveyance of real property owned by the City consisting of 145 acres located on multiple parcels at the former airport west of the City's industrial park and east of the BNSF Railway "Wye" track, as legally defined on Exhibit A hereto, to a subsidiary LLC to be formed by MB Rail by quit claim deed pursuant to the terms and conditions of a Commercial Property Purchase Agreement to be entered into between the City and such subsidiary LLC.

Section 2. EFFECTIVE DATE. This ordinance shall take effect after its adoption and second publication.

Passed by the City Council of the City of Willmar this ___ day of _____, 2023.

ATTEST:

_____ _____
Judy Thompson, City Clerk Marvin Calvin, Mayor

VOTE: ____ ASK ____ ASMUS ____ BUTTERFIELD ____ DAVIS

____ FAGERLIE ____ NELSEN ____ O'BRIEN ____ SHULDES

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

EXHIBIT A
LEGAL DESCRIPTION

That part of the Southwest Quarter and also that part of the South Half of the Northwest Quarter, and also that part of the West Half of the Southeast Quarter, all in Section 17, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota described as follows:

- Commencing at the southeast corner of said Southwest Quarter;
- thence on an assumed bearing of North 88 degrees 41 minutes 00 seconds East, along the south line of said Section 17, a distance of 61.89 feet;
    - thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 59.84 feet to the north line of the record plat entitled MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47, on file in the office of the Kandiyohi County Recorder, which is the point of beginning of the land to be described;
- thence continuing on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 512.19 feet;
- thence on a bearing of North 89 degrees 07 minutes 13 seconds East a distance of 330.09 feet;
- thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 1691.75 feet;
- thence on a bearing of North 71 degrees 14 minutes 10 seconds West a distance of 263.06 feet;
- thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 232.04 feet to a point in the ditch;
- thence on a bearing of South 75 degrees 27 minutes 00 seconds West a distance of 65.58 feet to a point in the ditch;
- thence westerly, along a tangential curve, concave to the north, which has a radius of 200.00 feet, a central angle of 33 degrees 06 minutes 00 seconds, and an arc distance of 115.54 feet to a point in the ditch;
- thence on a bearing of North 71 degrees 27 minutes 00 seconds West, tangent to last said curve, a distance of 963.00 feet to a point in the ditch;
- thence on a bearing of North 25 degrees 39 minutes 00 seconds West a distance of 368.00 feet to a point in the ditch;
- thence northwesterly, along a tangential curve, concave to the southwest, which has a radius of 120.00 feet, a central angle of 81 degrees 35 minutes 00 seconds, and an arc distance of 170.87 feet to a point in the ditch;
- thence on a bearing of South 72 degrees 46 minutes 00 seconds West, tangent to last said curve, a distance of 80.00 feet to the east line of the Southwest Quarter of the Northwest Quarter of said Section 17;
- thence on a bearing of North 00 degrees 35 minutes 33 seconds East, along the east line of said Southwest Quarter of the Northwest Quarter, a distance of 48.00 feet to the north line of the South Half of said Southwest Quarter of the Northwest Quarter;

- thence on a bearing of South 88 degrees 59 minutes 12 seconds West, along the north line of the South Half of said Southwest Quarter of the Northwest Quarter, a distance of 598.46 feet to the northeast corner of Parcel 5G of the record plat entitled KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 5, on file in the office of the Kandiyohi County Recorder;

- thence on a bearing of South 00 degrees 17 minutes 17 seconds West, along the east line of said Parcel 5G, a distance of 175.26 feet to the southeast corner of said Parcel 5G;

- thence on a bearing of North 89 degrees 42 minutes 43 seconds West, along the south line of said Parcel 5G, a distance of 10.00 feet to the southwest corner of said Parcel 5G;

- thence on a bearing of South 00 degrees 17 minutes 17 seconds West, along the east line of said record plat entitled KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 5, and also along the east line of the record plat entitled KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 4, on file in the office of the Kandiyohi County Recorder, a distance of 2958.06 feet to Point B30, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;

- thence on a bearing of North 88 degrees 40 minutes 45 seconds East, along the north line of Parcel 36 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47, a distance of 363.67 feet to Point B10, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;

- thence on a bearing of South 84 degrees 37 minutes 16 seconds East, along the north line of said Parcel 36, a distance of 1200.00 feet to Point B11, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;

- thence on a bearing of North 88 degrees 40 minutes 45 seconds East, along the north line of said Parcel 36, a distance of 427.19 feet to the point of beginning.

[*subject to title company verification*]

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. ___

AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY
TO WILLMAR RAIL PARK, LLC

Summary: Ordinance No. ___ authorizes the sale and conveyance of real property owned by the City consisting of 145 acres located on multiple parcels at the former airport west of the City's industrial park and east of the BNSF Railway "Wye" track to Willmar Rail Park, LLC, pursuant to the terms of a purchase agreement to be separately approved by the City.

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

COMMERCIAL PROPERTY PURCHASE AGREEMENT

This Commercial Property Purchase Agreement (this "Agreement") is made this _____ day of _____, 2023 ("Effective Date"), by and between Willmar Rail Park, LLC, a limited liability company organized under the laws of the State of Kentucky, hereinafter referred to as "Buyer", and the City of Willmar, a municipal corporation under the laws of Minnesota, hereinafter referred to as "Seller."

RECITALS

1. Seller is the owner of certain real estate located in the City of Willmar, Kandiyohi County, Minnesota, consisting of approximately 145.0 acres, legally described on the attached Exhibit A and depicted on the preliminary survey attached Exhibit B, together with all improvements thereon (the "Property").

2. Buyer desires to acquire from Seller the entirety of the Property by voluntary sale for purposes of developing the Property by constructing and operating thereon an intermodal distribution center for primarily agricultural products, generally consistent with the preliminary site plan attached hereto as Exhibit C and incorporated herein by reference (the "Project").

3. Seller is willing to sell its interest in the Property "as is" without making any representations or warranties as to the condition of the Property or its suitability to Buyer's purposes.

AGREEMENT

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

1. Offer/Acceptance. Buyer agrees to purchase and Seller agrees to sell the Property under the terms and conditions set forth in this Agreement.

2. Purchase Price. The purchase price for the Property shall be Eight Thousand Dollars ($8,000.00) per acre, estimated to equal One Million One Hundred Sixty Thousand and 00/100 Dollars ($1,160,000.00) for the approximately 145.0 acres comprising the Property ("Purchase Price"), payable as follows:

   a. Ten Thousand Dollars ($10,000.00) as earnest money ("Earnest Money") will be delivered to [TITLE COMPANY] with its office located at [ADDRESS] (the "Title Company") within five (5) business days after the Effective Date. All Earnest Money shall be held by the Title Company and shall be returned to Buyer if Buyer terminates this Agreement at Buyer's election as permitted herein, or be credited against the Purchase Price at Closing; and

b. The balance, estimated to be One Million One Hundred Fifty Thousand and 00/100 ($1,150,00.00), in immediately available funds to be paid on the Closing Date.

3. Conveyance; No Representations or Warranties. With the exception of Recital 1 of this agreement, Seller agrees to quit claim the Property to Buyer on the Closing Date using a quit claim deed without making any representations or warranties about the condition of the Property, and Buyer agrees to accept the Property "as is," subject to the terms and conditions herein contained.

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

a. Option to Repurchase. Seller and its successors and assigns shall retain a conditional option to repurchase the Property valid for a period of two (2) years from and after the Closing Date for an amount equivalent to the Purchase Price. Seller's option shall only vest upon Buyer's failure to commence construction of an intermodal distribution center for primarily agricultural products as contemplated by Buyer on the Property within one (1) year after the Closing Date. For purposes of this section, construction is considered to be commenced upon the beginning of physical improvements beyond grading. Seller may, in its sole discretion and judgment, at any time after the vesting of such option and before the earlier of (i) Buyer's commencement of construction on the Property, or (ii) the expiration of Seller's option, exercise the option to repurchase as provided herein.

b. Permanent Easements.

i. Seller and its successors and assigns shall retain, for the use and benefit of the public, a permanent easement for utility and road right-of-way purposes over the easternmost 160 feet of the Property between the southeastern corner of the Property where it abuts Parcel No. 95-917-5820 and the Minnesota Trunk Highway 40 right-of-way and extending north 675 feet, as depicted on Exhibit B.

ii. Seller and its successors and assigns shall retain, for the use and benefit of the public, a permanent easement for utility and road right-of-way purposes 50 feet in width extending west-to-east along and immediately north of the northern boundary of parcel 95-917-5820 from the eastern boundary of the permanent easement described in subparagraph b.i to the eastern boundary of the Property, as depicted on Exhibit B.

iii. Seller and its successors and assigns shall retain, for the use and benefit of the public, a permanent easement for utility purposes 50 feet in width and extending north-to-south 390 feet from the northern boundary of the Property at the point where the centerline of County Ditch No. 10 (i.e. Hawk Creek) turns from a primarily north-to-south orientation to a primarily west-to-east orientation, as depicted on Exhibit B.

iv. Seller and its successors and assigns shall retain, for the use and benefit of the public, a permanent easement for drainage and utility purposes 85 feet in width south of and parallel to the centerline of County Ditch No. 10 (i.e. Hawk Creek), as depicted on Exhibit B.

v. Seller and its successors and assigns shall retain, for the use and benefit of the public, a permanent easement for utility and drainage purposes ten feet in width along the entire perimeter of the Property.

vi. Seller and its successors and assigns shall retain, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface to the Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Willmar Municipal Airport.

c. Restrictive Covenants.

i. Buyer, on behalf of itself and its successors and assigns, shall not engage in any activities on the Property that would interfere with or be a hazard to the flight of aircraft over such land or to and from the Willmar Municipal Airport or interfere with air navigation and communication facilities serving such airport.

ii. Buyer, on behalf of itself and its successors and assigns, shall not erect structures or allow natural objects to grow on the Property that would constitute an obstruction to air navigation as defined in Federal Aviation Regulations, Part 77.

iii. Buyer, on behalf of itself and its successors and assigns, further agrees that they will not use or permit or suffer use of the premises herein conveyed in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

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

5. Closing Date. The closing shall take place through an escrow type closing using the Title Company as the closing agent, or at such other place as may be agreed to mutually by the parties, on a date mutually agreed to by the parties, but no later than thirty (30) days after the Inspection/Due Diligence Period described in Section 13 has expired or is waived in writing by Buyer, subject to extension for title curative matters pursuant to Section 10 (the "Closing Date"). Seller agrees to deliver possession of the Property to Buyer on the Closing Date in the same condition as the same existed on the Effective Date.

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

a. Quit Claim Deed. A duly executed quit claim deed, conveying the entirety of Seller's interest in the Property, subject to Seller's reserved interests and the restrictions and covenants as listed in Section 4 herein, to Buyer.

b. Seller's Affidavits. Seller shall provide a standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Section 10 of this Agreement.

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

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

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

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

7. Buyer's Closing Obligations. On the Closing Date, Buyer will deliver to Seller the Purchase Price (less the Earnest Money previously paid to Seller and subject to the prorations set forth below), in immediately available funds.

8. Contingencies.

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

i. On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of Section 10 and the Title Company has unconditionally agreed to issue the Title Policy.

ii. The Inspection/Due Diligence Period described in Section 13, shall have expired without Buyer's termination of the Purchase Agreement.

iii. Buyer has obtained financing or otherwise obtained funds sufficient to enable it to pay the Purchase Price.

iv. Seller shall have performed all of its obligations required to be performed by Seller under this Agreement as and when required under this Agreement.

v. No Material Event (as herein defined) shall have occurred. For purposes hereof, the term "Material Event" shall mean and include any of the following that has occurred after the expiration of the Inspection/Due Diligence Period: (w) any material change in the condition of such Property including, without limitation, the environmental condition thereof, (x) any amendment to, or enactment of any new, law, rule, regulation or ordinance, or issuance of any judicial or other legal imposition that would materially affect the zoning, use, occupancy or operation of such Property or Buyer's proposed development thereof, (y) the institution or issuance by any applicable governmental authority having jurisdiction of notice of any pending or proposed moratorium with respect to the Property or any portion thereof that would materially affect Buyer's proposed development or use of the Property, and (z) the issuance by any applicable governmental authority having jurisdiction of any notice of any violation of law, or institution of any litigation, suit or proceeding against the Property, any part thereof, or Seller which materially affects Buyer's proposed development or use of the Property.

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

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

i. The City Planning Commission shall review the sale and provide a recommendation on the proposed conveyance as required by City Charter, Section 4.02, subd. 8.

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

iii. Buyer shall have performed all of its obligations required to be performed by Buyer under this Agreement as and when required under this Agreement.

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

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

a. Title Insurance and Closing Fee. Buyer will pay all costs of the Title Commitment and all premiums required for the issuance of the Title Policy; provided, however, that Seller shall pay any costs to perfect its own title and/or to release encumbrances other than Permitted Encumbrances. Buyer will pay all costs relating to the title examination of the Property. Seller and Buyer will each pay half of any closing fee imposed by the Title Company. All other costs charged by the Title Company will be prorated as is normal and customary in the county in which the Property is located.

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

c. Real Estate Taxes and Special Assessments. General real estate taxes and installments of special assessments payable therewith payable in the year prior to the year of Closing (including any so-called green acre taxes imposed because of a change in use of the Property after Closing thereof) will be paid by Seller. General real estate taxes and installments for special assessments payable in the year of closing shall be prorated such that Seller shall pay such portion of such taxes and assessments attributable to the period beginning on January 1 of the year in which the Closing Date takes place, and continuing through and including the Closing Date and Buyer shall pay such portion of such taxes attributable to the period beginning on the first day after the Closing Date takes place; provided, however, if the Property is exempt from real estate taxes for the year in which Closing occurs there shall be no tax proration. If general real estate taxes due and payable during the year in which the Closing Date takes place have not yet been determined as of the Closing Date, Buyer and Seller shall prorate based on the last tax statement available.

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

e. Professional Consultants' Fees. Buyer shall be responsible for payment of all real estate commissions, legal fees and/or other professional or administrative fees and expenses incurred by itself in connection with the sale and conveyance of the Property to Buyer. However, Seller shall be responsible for paying any commissions due to any real estate brokers or agents engaged by Seller.

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

10. Title. Seller shall convey the entirety of its interest in the Property to Buyer at Closing by delivery of a quit claim deed, and Buyer shall have the opportunity to satisfy itself that Seller's interest in the Property is free of encumbrances other than Seller's reserved interests and the restrictions and covenants as listed in Section 4 herein, any easements and restrictions of record which do not materially interfere with Buyer's intended use of the Property, as determined by Buyer in its sole discretion, and Permitted Exceptions as provided herein.

a. Title Commitment. Buyer may at any time during the Inspection/Due Diligence Period, obtain at its sole cost and expense, a title commitment ("Title Commitment") covering the Property and binding the Title Company to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the purchase price hereunder. Within thirty (30) days of the effective date of this Agreement, Seller shall deliver to Buyer one or more Abstracts of Title, if the same are in Seller's possession, covering all parcels that make up the Property.

b. Objections. During the Inspection/Due Diligence Period Buyer may deliver to Seller such written objections as Buyer may have to any matters disclosed by the Commitment or in any survey to be prepared by Buyer. Seller shall use commercially reasonable efforts to satisfy such objections prior to the Closing Date.

c. Buyer's Rights if Seller Fails to Cure Objections. If Seller delivers written notice to Buyer on or before the date thirty (30) days after its receipt of Buyer's written objections that Seller is unable to satisfy any objection, Buyer may, as Buyer's exclusive remedies, waive such objections and

accept such title as Seller is able to convey, extend the Closing Date in order to cure such objections itself, or terminate this Agreement by written notice to Seller and receive a refund of the earnest money, provided that such termination notice must be delivered on or before the Closing Date.

d. Permitted Exceptions. The following shall be deemed to be "Permitted Exceptions":

(1) Building and zoning laws, ordinances, state and federal regulations in effect at the conclusion of the Inspection/Due Diligence Period described in Section 13 and not identified by Buyer as objectionable information during such Inspection/Due Diligence Period; and

(2) The lien of general real property taxes for the year of Closing which by the terms of this Agreement are to be paid or assumed by Buyer (but prorated as described herein); and

(3) Matters contained in any title commitment or survey which Buyer is in possession of and for which Buyer does not make any objection to or waives any objection to and proceeds to closing on the Property.

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

12. Damage. If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement shall terminate. In the event Buyer does not terminate this Agreement during the said fifteen (15) day period, Seller shall have the right, during the succeeding five (5) day period to terminate this

Agreement by giving written notice thereof to Buyer. In the event either Buyer or Seller so terminates this Agreement, the parties will have no further obligations under this Agreement and any Earnest Money, together with any accrued interest, shall be refunded to Buyer.

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

a. Seller shall allow Buyer and its agents, upon 24 hours advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer agrees to indemnify, defend and hold harmless Seller from all expense, injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid, except to the extent attributable to any pre-existing defects in the Property, which indemnity and hold harmless obligation of Buyer shall survive termination of this Purchase Agreement for any reason, provided Seller shall tender defense of any claim subject to Buyer's indemnity to Buyer in sufficient time to avoid prejudice, and Buyer shall have the right to assume and control the defense thereof with counsel selected by Buyer and reasonably acceptable to Seller. Buyer will return the Property to its original condition after any inspections and testing.

b. If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's

sole discretion, Buyer shall have the right to terminate this Purchase Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and in such case, any Earnest Money shall be promptly refunded to Buyer. For purposes of this Section 13.b., objectionable information or conditions means without limitation: (1) that the item or component being inspected is not fit for its intended purpose in Buyer's sole discretion, that it is in violation of a public law, code or regulation, (2) that a Recognized Environmental Condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, noise or vibration), exists at levels that are unacceptable to Buyer, that the easements and covenants restrict the development and use of the property as intended by the buyer or (3) that there are wetlands, flood plains, endangered species, endangered habitat and other similar issues that affect the Property and are unacceptable to Buyer in Buyer's sole discretion.

c. In the event that the Phase I environmental site assessment of the property conducted by Buyer finds a Recognized Environmental Condition or recommends that a Phase II environmental site assessment of the property be completed, the parties shall agree to extend the Inspection/Due Diligence Period as reasonably necessary to allow such Phase II environmental site assessment to be completed if desired by Buyer, and any other applicable time periods established herein shall be extended by the same amount of time as the Inspection/Due Diligence Period extension.

d. Buyer shall have the right and option to extend the Inspection/Due Diligence Period for two (2) consecutive periods of sixty (60) days each. Buyer shall exercise its right and option to extend the Inspection/Due Diligence Period, as aforesaid, if at all, by: (i) giving Seller notice of such election on or before the date the Inspection/Due Diligence Period expires (as the same may be extended), and (ii) within five (5) business days following the date the Inspection/Due Diligence Period expires (as the same may be extended) depositing with the Title Company for each extension Five Thousand and 00/100 Dollars ($5,000.00) (individually and/or collectively, the "Additional Earnest Money Deposit") (the initial Earnest Money Deposit and any Additional Earnest Money Deposit are herein collectively referred to as the "Earnest Money").

e. Regardless of any other provision to the contrary in this Agreement, Buyer at any time on or prior to the expiration of the Inspection/Due Diligence Period, may elect, in its sole discretion, for no reason or for any reason, to terminate this Agreement by delivery of a written notice (the "Termination Notice") to Seller, with a copy to Title Company, given on or before the last day of the Inspection/Due Diligence Period, whereupon the Earnest Money, together with all interest earned thereon, shall be returned

immediately to Buyer and neither party shall have any further liability to the other hereunder, except as hereinafter specifically provided in this Agreement.

14. Purchase "As-Is". Subject to Buyer's right to terminate this Agreement during the Inspection/Due Diligence Period (Section 13) and subject to the satisfaction of the conditions to Closing, Buyer agrees to accept the condition of the Property at Closing, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated or will migrate from or to the Property.

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

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

"Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated

biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law; and

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

15. Miscellaneous.

a. Prior to Buyer's completion of the Project, Seller shall be responsible for constructing roadway improvements to Highway 40 consisting of a turn lanes, as depicted on Exhibit D attached hereto and incorporated herein by reference.

b. Prior to Buyer's completion of the Project, Seller shall extend public water and sanitary sewer services to the boundary of the Property. The costs of such extension shall be shared equally by Buyer and Seller.

c. Seller shall cooperate with Buyer's efforts to confine the geographic coverage of that certain Magellan Easement, dated March 14, 1946, and recorded in the office of the Kandiyohi County Recorder in Book No. 21, on Page No. 609 on April 12, 1946, such that the easement is defined as applying only to such portion of the Property within which the Magellan natural gas pipeline is installed, as shown crossing the southwest corner of the Property on a diagonal on Exhibit B. This section shall survive the Closing and shall not be deemed to be merged into the Quit Claim Deed.

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

If to Seller: City Administrator
City of Willmar
333 Sixth Street Southwest
Willmar, MN 56201
Tel. No. (320) 235-4913
E-mail: lvaliant@willmarmn.gov

If to Buyer: Willmar Rail Park, LLC

205 Winchester Street
Paris, KY 40361
Tel. No.: _____

E-mail: _____

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

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

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

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

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

then Buyer has the right to immediately terminate this Agreement and have the Earnest Money returned to it. The termination of this Agreement will be Buyer's sole remedy for default by Seller, and Seller will not be liable for damages.

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

[*Remainder of page intentionally left blank*]

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

BUYER:	**SELLER:**
WILLMAR RAIL PARK, LLC	**CITY OF WILLMAR**
By:_____ _____, Its _____	By:_____ Doug Reese, Mayor
By:_____ _____, Its _____	By:_____ Leslie Valiant, City Administrator

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That part of the Southwest Quarter and also that part of the South Half of the Northwest Quarter, and also that part of the West Half of the Southeast Quarter, all in Section 17, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota described as follows:

- Commencing at the southeast corner of said Southwest Quarter;
- thence on an assumed bearing of North 88 degrees 41 minutes 00 seconds East, along the south line of said Section 17, a distance of 61.89 feet;
    - thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 59.84 feet to the north line of the record plat entitled MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47, on file in the office of the Kandiyohi County Recorder, which is the point of beginning of the land to be described;
- thence continuing on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 512.19 feet;
- thence on a bearing of North 89 degrees 07 minutes 13 seconds East a distance of 330.09 feet;
- thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 1691.75 feet;
- thence on a bearing of North 71 degrees 14 minutes 10 seconds West a distance of 263.06 feet;
- thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 232.04 feet to a point in the ditch;
- thence on a bearing of South 75 degrees 27 minutes 00 seconds West a distance of 65.58 feet to a point in the ditch;
- thence westerly, along a tangential curve, concave to the north, which has a radius of 200.00 feet, a central angle of 33 degrees 06 minutes 00 seconds, and an arc distance of 115.54 feet to a point in the ditch;
- thence on a bearing of North 71 degrees 27 minutes 00 seconds West, tangent to last said curve, a distance of 963.00 feet to a point in the ditch;
- thence on a bearing of North 25 degrees 39 minutes 00 seconds West a distance of 368.00 feet to a point in the ditch;
- thence northwesterly, along a tangential curve, concave to the southwest, which has a radius of 120.00 feet, a central angle of 81 degrees 35 minutes 00 seconds, and an arc distance of 170.87 feet to a point in the ditch;
- thence on a bearing of South 72 degrees 46 minutes 00 seconds West, tangent to last said curve, a distance of 80.00 feet to the east line of the Southwest Quarter of the Northwest Quarter of said Section 17;
- thence on a bearing of North 00 degrees 35 minutes 33 seconds East, along the east line of said Southwest Quarter of the Northwest Quarter, a distance of 48.00 feet to the north line of the South Half of said Southwest Quarter of the Northwest Quarter;

- thence on a bearing of South 88 degrees 59 minutes 12 seconds West, along the north line of the South Half of said Southwest Quarter of the Northwest Quarter, a distance of 598.46 feet to the northeast corner of Parcel 5G of the record plat entitled KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 5, on file in the office of the Kandiyohi County Recorder;

- thence on a bearing of South 00 degrees 17 minutes 17 seconds West, along the east line of said Parcel 5G, a distance of 175.26 feet to the southeast corner of said Parcel 5G;

- thence on a bearing of North 89 degrees 42 minutes 43 seconds West, along the south line of said Parcel 5G, a distance of 10.00 feet to the southwest corner of said Parcel 5G;

- thence on a bearing of South 00 degrees 17 minutes 17 seconds West, along the east line of said record plat entitled KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 5, and also along the east line of the record plat entitled KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 4, on file in the office of the Kandiyohi County Recorder, a distance of 2958.06 feet to Point B30, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;

- thence on a bearing of North 88 degrees 40 minutes 45 seconds East, along the north line of Parcel 36 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47, a distance of 363.67 feet to Point B10, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;

- thence on a bearing of South 84 degrees 37 minutes 16 seconds East, along the north line of said Parcel 36, a distance of 1200.00 feet to Point B11, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;

- thence on a bearing of North 88 degrees 40 minutes 45 seconds East, along the north line of said Parcel 36, a distance of 427.19 feet to the point of beginning.

[*subject to title company verification*]

EXHIBIT B
PRELIMINARY SURVEY OF PROPERTY AND RESERVED EASEMENTS

EXHIBIT C
PRELIMINARY SITE PLAN FOR BUYER'S PROJECT

Proposed Rail Park & Industrial Facilities
City of Willmar/ EDC

Appendix C
April 14, 2023

BOLTON & MENK

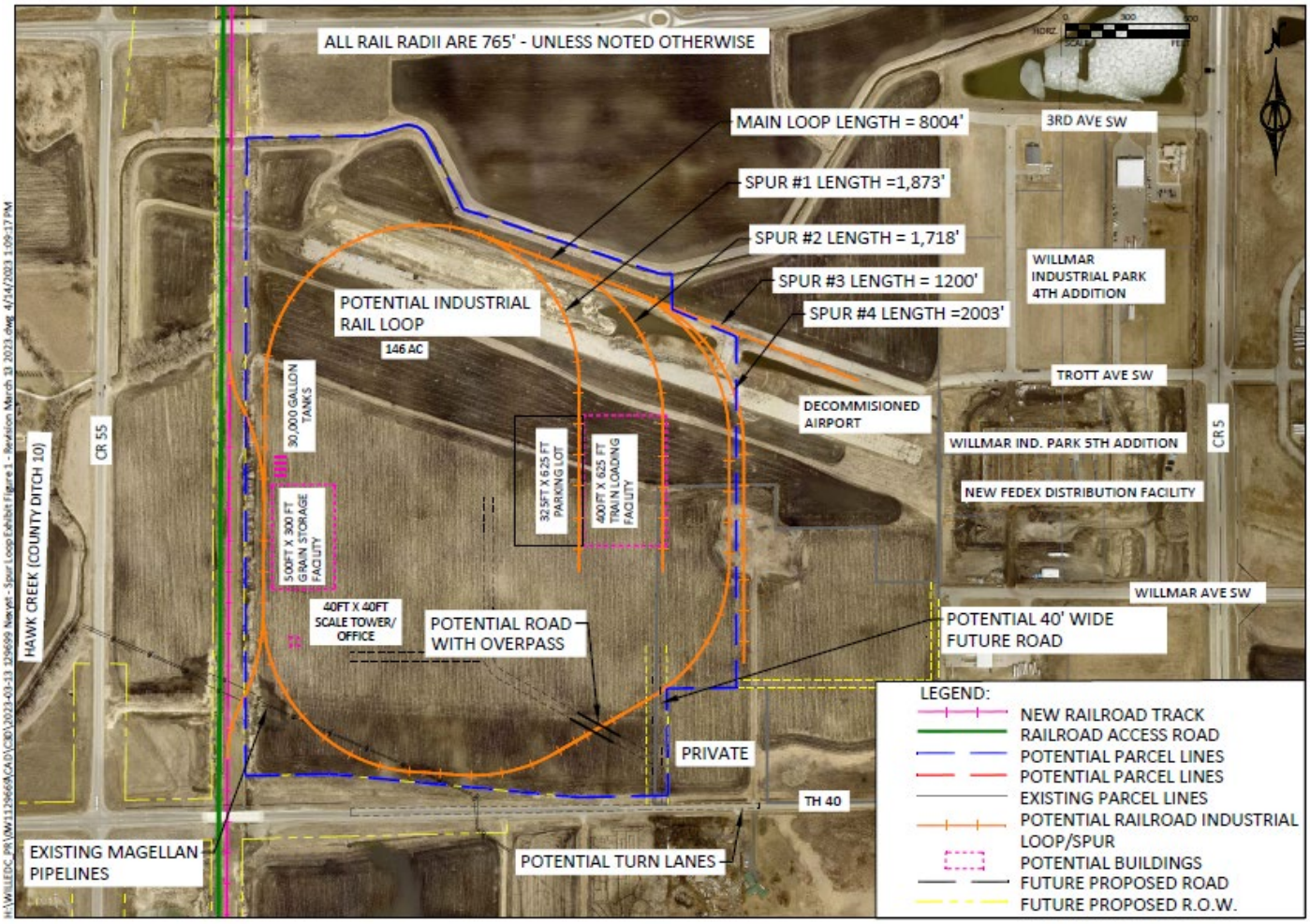


EXHIBIT D
DEPICTION OF HIGHWAY 40 IMPROVEMENTS

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	10.A.
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:	Introduction of Amy Nieland, Central Community Transit Executive Director		

RECOMMENDED ACTION:
Information Only

OVERVIEW:
Amy Nieland has been hired as the new Executive Director for Central Community Transit (CCT). Director Nieland will be in attendance to formally introduce herself to the Mayor and Council.

BUDGETARY/FISCAL ISSUES:
NA

ALTERNATIVES TO CONSIDER:
NA

ATTACHMENTS:
None

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	10.B.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Leslie Valiant, City Administrator
Ordinance:	No	**Presented By:**	Phillip DeSchepper
Item:	MNDOT - Highway 12 Plan Presentation		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

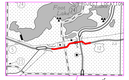
1. HWY 12 Layout

LAYOUT HISTORY

T.H. 12 (LITCHFIELD AVE) GEOMETRIC LAYOUT

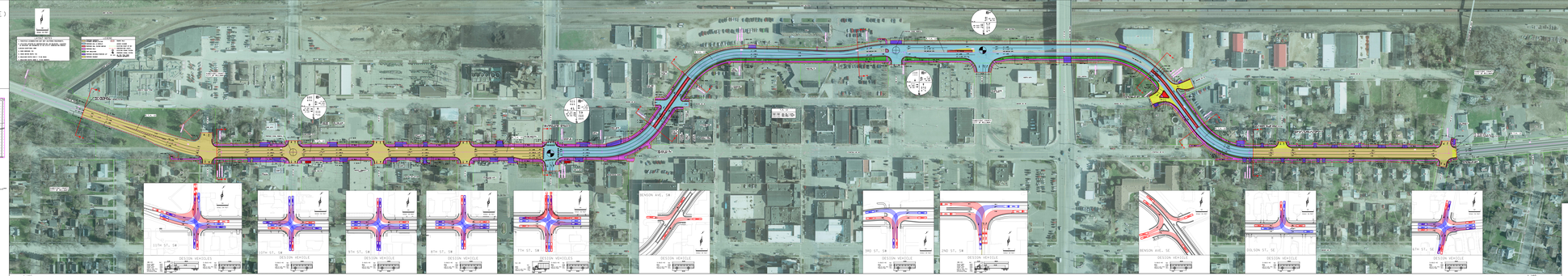
S.P. 3403-78

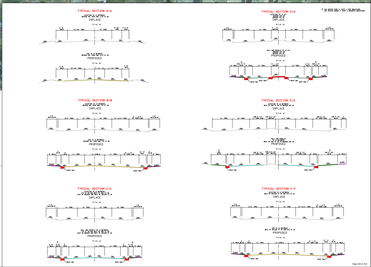
INDEX MAP

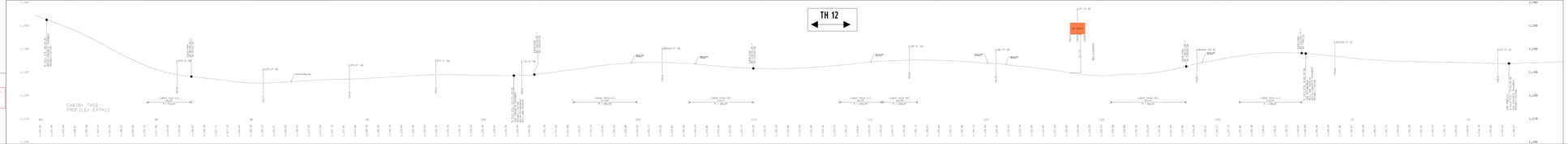


60% DRAFT

5/25/2023







City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	10.C.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Leslie Valiant, City Administrator
Ordinance:	No	**Presented By:**	Leslie Valiant, City Administrator
Item:	Reschedule June 19, 2023 City Council Meeting		

RECOMMENDED ACTION:
Motion by _____ second by_____ to approve rescheduling the regular scheduled June 19, 2023 Council meeting to_____.

Motion by _____ second by _____ to approve rescheduling the regular scheduled July 3, 2023 Council meeting to _____.

OVERVIEW:
This year, the State Legislators passed a bill for Juneteenth to become an official state holiday and that no official government business may take place effective August 1, 2023, but before the State Legislator's closed this year's session May 22, 2023, Legislators passed a second bill that effective June 19, 2023 Juneteenth this year will be an official State holiday. The regular scheduled City Council meeting is Monday, June 19, 2023, and now needs to be rescheduled. The City staff recommends moving the meeting to June 20th, 2023, and holding the meeting at Willmar Municipal Utilities Auditorium.

Questions have been raised regarding the regular scheduled July 3, 2023 Council meeting and if this meeting should be rescheduled. Staff's recommendation is to change the meeting time to earlier in the evening (ie 5:30 pm) and staff will keep the agenda to only items that need to be addressed.

BUDGETARY/FISCAL ISSUES:
NA

ALTERNATIVES TO CONSIDER:
Reschedule to another date

ATTACHMENTS:
None

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	10.D.
Agenda Section:	Regular Business	**Originating Department:**	Information Technology
Resolution:	Yes	**Prepared By:**	Jonah Johnson, Information Systems Coordinator
Ordinance:	No	**Presented By:**	Jonah Johnson, Information Systems Coordinator
Item:	Information Systems Equipment Purchase		

RECOMMENDED ACTION:
Motion by _____ Second by _____ to approve the one-time purchase of network/server equipment listed in the attached quotation from Tech Check using ARPA funds.

Motion by _____ Second by _____ to approve the one-time purchase of network/server equipment listed in the attached quotation from B&H Photo, Video, Pro Audio using ARPA funds.

Motion by _____ Second by _____ to approve the one-time purchase of phone system equipment listed in the attached quotation from West Central Technology using ARPA funds.

OVERVIEW:
Information Systems is requesting approval to purchase network, phone system and server equipment. This equipment is needed to continue towards completion of previously approved Information Systems projects in the Capital Improvement Plan. Approval of these purchases will allow critical infrastructure to be updated and combine all currently separate phone systems across the city into one. After installation of this equipment, the city's I.T. systems will be much more reliable and continue to be reliable into the future.

BUDGETARY/FISCAL ISSUES:
The Capital Improvement Plan includes ARPA funds for Door Security, Phone System replacement, Server replacement, and Wi-Fi upgrades. These purchases will be using those funds. Three quotations were received for network/server equipment: Tech Check ($85,218.69), B&H ($9,565.57) and West Central Technology ($90,767.50). Two quotations were received for phone system equipment: West Central Technology ($16,764.02) and Tech Check ($17,847.85). It is important to note that the B&H quotation is through state contract purchasing, so no alternative quotation was needed for the products listed in the quote. Staff's recommendation is to use Tech Check's quote for network/server equipment, B&H's for network/server equipment, and West Central Technology's for phone system equipment. The recommended quotations are the lowest or through state contract.

Funds identified in the 2023 CIP include:

Project	Phase 2	Budget remaining after Phase 1
Building/Door Security	$33,597.64	$195,388.92
Phone System	$28,366.18	$4,058.04
IT Servers	$32,341.19	$996.87
Wireless Network	$17,243.27	$18,596.23

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution_Tech Check
2. NetworkServer - Tech Check
3. NetworkServerAlternate - West Central
4. Resolution_B&H
5. NetworkServer - B&H
6. Resolution_West Central Technology
7. Phone - West Central
8. PhoneAlternate - Tech Check

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF
A CONTRACT WITH TECH CHECK

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar that the quote from Tech Check for network/server equipment in the amount of $85,218.69 is accepted.

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

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

Dated this 5th day of June 2023

_____
MAYOR

Attest:

_____
CITY CLERK

QUOTE

TECHCHECK

QUOTE #	TCLQ13678
DATE	May 8, 2023

2385 Troop Drive #204, Sartell, MN 56377

Quoted For:
Jonah Johnson
City of Willmar
333 6th St SW
Willmar, MN 56201
Phone 320-214-5182

Prepared By:
Heather Calhoun
320-230-2020 x1010
heatherc@techcheckusa.com

Account Executive	P.O. Number	Payment Terms	Quote Expiration
Heather Calhoun		Net 30	Jun 30, 2023

QTY	Part Number	Description	Unit Price	Extended Price
		HPE RENEW SERVERS		
		HPE ProLiant DL360 G10 1U Rack Servers Dual Intel Xeon-G 5220 18-Core Processors 256GB Ram		
2	P19771-B21	HPE ProLiant DL360 G10 1U Rack Server 2 x Intel Xeon Gold 5220 2.20 GHz 18 Core 64 GB RAM Serial ATA/600 12Gb/s SAS Controller HPE P408i-a SR Gen10 2-ports SAS Controller Module 25 Gigabit Ethernet and 10 Gigabit Ethernet 8 x SFF Bay(s) Hot Swappable Bays 2 x 800 W Redundant Power Supplies Intel Optane Memory Ready HPE iLO Advanced Electronic License with 3yr Support HPE DL360 Gen10 GPU Power PCIe x16 x8 Primary Riser Kit FIO, HPE 1U Gen10 SFF Easy Install Rail Kit HPE 96W Smart Storage Battery with 145mm Cable 3yr Next Business Day Warranty for all pre-installed parts	$4,628.05	$9,256.10
12	P00924-B21	32GB 2RX4 PC4-2933Y-R SMART KITMEM	$395.06	$4,740.72
2	647594-B21	1GBE 4PORT 331T ADAPTER CTLR	$277.78	$555.56
4	P18432-B21	480GB SATA MU SFF SC MV SSD	$356.79	$1,427.16
2	HS7U2E	3YR Tech Care Essentials DL360 GEN10 SVC	$1,194.63	$2,389.26
		HPE RENEW SAN		
		HPE MSA 2060 (12) 2.4TB SAS Drives		
1	R0Q78A	HPE MSA 2060 12Gb SAS SFF Storage 24 x HDD Supported or 24 x SSD Supported 24 x 2.5" Bay Clustering Supported 2 x 12Gb/s SAS Controller 8 SAS Port(s) External 2U - Rack-mountable	$6,541.67	$6,541.67

QTY	Part Number	Description	Unit Price	Extended Price
2	R0Q67A	HPE 2.40TB - 2.5" - SAS (12Gb/s SAS) - 10000rpm - 6 Pack	$3,535.71	$7,071.42
2	804398R-B21	HPE Smart Array E208e-p SR Gen10 Ctrlr	$1,184.52	$2,369.04
4	716197-B21	HPE 2.0m Ext HD MiniSAS Cable 6.56 ft Mini-SAS HD Data Transfer Cable First End: Mini-SAS HD - Second End: Mini-SAS HD	$148.81	$595.24
1	H27Y0E	HPE 3 Year Tech Care Essential MSA 2060 Storage Service	$2,291.67	$2,291.67
		Aruba Network Hardware		
		Aruba 10GB DAC Cables for Servers		
4	J9283D	Aruba 10G SFP+ to SFP+ 3m DAC Cable	$138.00	$552.00
		Aruba 10GSFP+ Transceivers		
4	J9153D	Aruba 10G SFP+ LC ER 40km SMF Transceiver - For Data Networking, Optical Network - 1 x LC 10GBase-ER Network - Optical Fiber - Single-mode - 10 Gigabit Ethernet - 10GBase-ER - Plug-in Module	$4,098.55	$16,394.20
12	J9151E	Aruba 10G SFP+ LC LR 10km SMF Transceiver - For Data Networking, Optical Network - 1 x LC 10GBase-LR Network - Optical Fiber - Single-mode - 10 Gigabit Ethernet - 10GBase-LR	$1,433.62	$17,203.44
		Aruba Direct Attach Copper Cable		
3	R0M46A	Aruba 50G SFP56 to SFP56 0.65m Direct Attach Copper Cable - 2.13 ft SFP56 Network Cable for Network Device - First End: 1 x SFP56 Network - Second End: 1 x SFP56 Network	$188.05	$564.15
		Aruba CX 6300 24 Port Layer 3 Switch		
1	R8S92A	Aruba CX 6300 Layer 3 Switch - Manageable - 10 Gigabit Ethernet, 25 Gigabit Ethernet, 50 Gigabit Ethernet - 10GBase-X, 25GBase-X, 50GBase-X - 3 Layer Supported - Modular - 4 SFP Slots - 85 W Power Consumption - Optical Fiber, Twisted Pair - 1U High - Rack-mountable, Cabinet Mount, Surface Mount, Compact	$10,381.46	$10,381.46
		Aruba Power Supplies		
2	JL085A	Aruba X371 12VDC 250W 100-240VAC Power Supply - 120 V AC, 230 V AC Input - 12 V DC Output - 250 W	$316.79	$633.58
2	JL670A	Aruba X372 54VDC 1600W 110-240VAC Power Supply - 120 V AC, 230 V AC Input - 54 V DC Output - 1600 W	$1,126.01	$2,252.02

SUBTOTAL	$85,218.69
SALES TAX	$0.00
SHIPPING	$0.00
TOTAL	**$85,218.69**

Notes

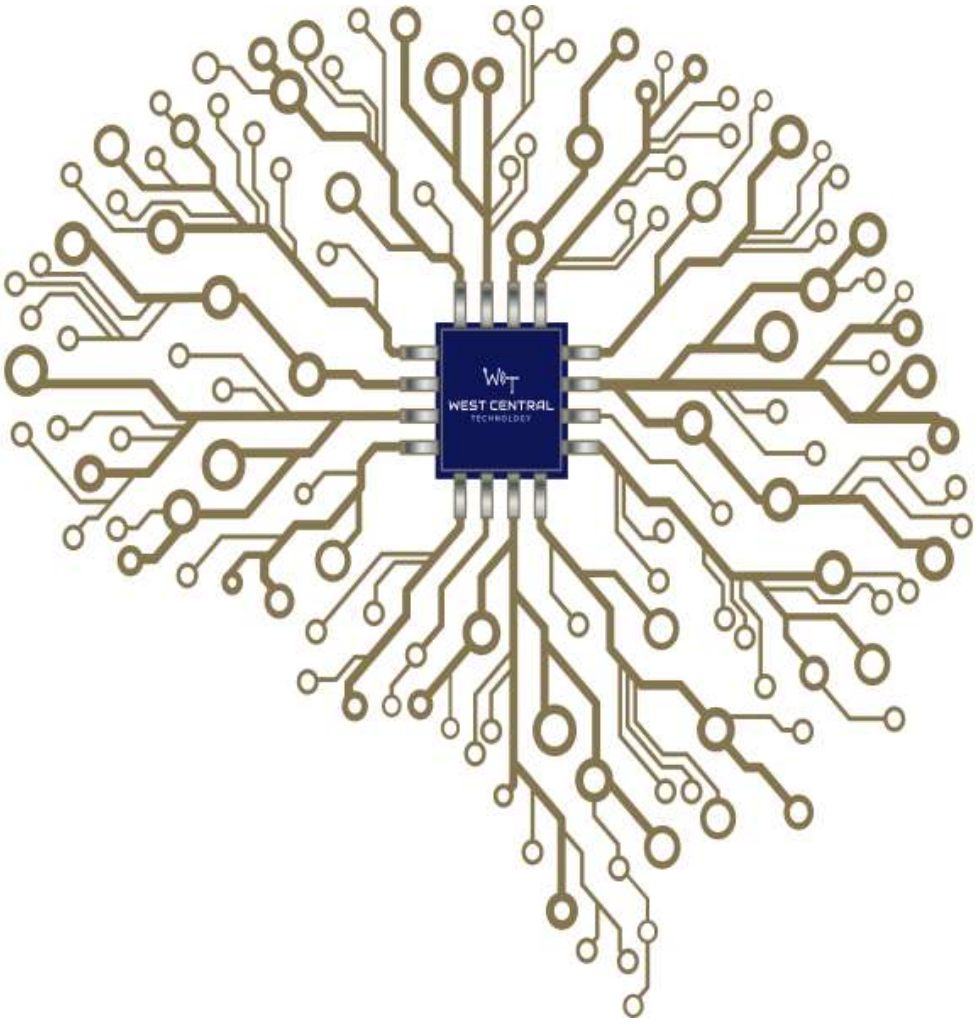
Please contact me if I can be of further assistance.

Prices subject to change - Prices based upon total purchase. A minimum 20% restocking fee with original packaging will be charged for all returns. Payment is due within 30 days from the date of invoice. All software and hardware will be invoiced at the time of delivery to the customer. Professional Services are due at the scheduled date of progress or completion of installation.

WEST CENTRAL
TECHNOLOGY

Willmar | Hutchinson | St. Cloud | Alexandria

(320) 441-7050
info@wcthelp.com
www.westcentraltechnology.com



Quote from West Central Technology

HPE Servers + SAN

Quote Number: WCTQ4000

Prepared For:

City of Willmar

Jonah Johnson
jonahjohnson@willmarmn.gov
+13202145182

WEST CENTRAL
TECHNOLOGY

QUOTE #	WCTQ4000
DATE	5/17/2023

PO Number	Payment Terms	Valid Through
	30	24 Hours from Receipt

Notes:

Here is the quote that we have prepared for you.

Servers	Unit Price	Qty	Ext. Price
Server Specifications: *- 2x Intel Xeon Gold 5220 18 core processors* *- 256GB RAM* *- 2x HPE 480GB SSD's for RAID 1 boot drive* *- 1x 2 port 10/25GB SFP network adapter* *- 1x 4 port 1GB RJ45 network adapter* *- 1x external SAS storage controller* *- 2x power supplies* *- iLO Advanced* *- 3 Year Teach Care Essential Warranty*			
HPE DL360 Gen10 2x Intel Zeon Gold 5220 2.2GHz/18C 64GB RAM P408i 2 x 800W 640FLR	$4,216.67	2	$8,433.34
HPE 480GB SATA 6G MU SFF SC MV SSD	$272.22	4	$1,088.88
HPE 32GB (1x32GB) Dual Rank x4 DDR4 Smart Memory Kit	$355.56	12	$4,266.72
HPE Smart Array E208e-p SR Gen10 External Lanes/No Cache	$883.33	2	$1,766.66
HPE Ethernet 1Gb 4-port Network Adapter	$250.00	2	$500.00
HPE iLO Advanced 1-Svr Lic	$255.56	2	$511.12
HPE 3Yr Tech Care Essential DL360 Gen10 Service	$1,772.22	2	$3,544.44
Aruba 10G SFP+ to SFP+ 7m DAC Cable - 22.97 ft SFP+ Network Cable	$170.64	4	$682.56

SubTotal			$20,793.72

SAN	Unit Price	Qty	Ext. Price
SAN Specifications: *- HPE MSA 2060 SAS* *- 16x 2.4TB 10k SAS HDD's in RAID 6 - 30TB usable* *- 3 Year Tech Care Essential Warranty*			
HPE MSA 2060 12Gb SAS SFF	$5,883.33	1	$5,883.33
HPE MSA 2.4TB SAS 12G Enterprise 10K SFF M2 HDD	$550.00	16	$8,800.00
HPE 1.0M External Mini SAS High Density to Mini SAS Cable	$83.33	4	$333.32
HPE 3 Year Tech Care Essential MSA 2060 Storage Service	$2,105.56	1	$2,105.56
SubTotal			$17,122.21

WEST CENTRAL
TECHNOLOGY

QUOTE #	WCTQ4000
DATE	5/17/2023

Prepared For:

Jonah Johnson

City of Willmar

333 6th St. SW
Willmar, MN 56201

+13202145182

jonahjohnson@willmarmn.gov

Prepared By:

Mary Hagen

307 5th St SW
Ste 1
Willmar, MN 56201

(320) 441-7072

mary.hagen@wcthelp.com

Subtotal	$37,915.93
Shipping	$0.00
Estimated Tax	$0.00
Grand Total	$37,915.93

Payment Options

Select your preferred payment option / purchase terms*:

[ ] Due on Agreed Terms Purchase (purchase amount $37,915.93)

Taxes, Shipping, Handling, Travel and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Pricing is only valid for 24 hours from the time this quote was sent, and is subject to change.

If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

If paying via Credit Card, your transaction will be subject to a Non-Refundable 4% Convenience Fee. You are welcome to pay with an ACH transaction or a check at no additional charge. All past due invoices are subject to a 1.5% interest charge.

City of Willmar Authorized Signature

Date: 05/22/23

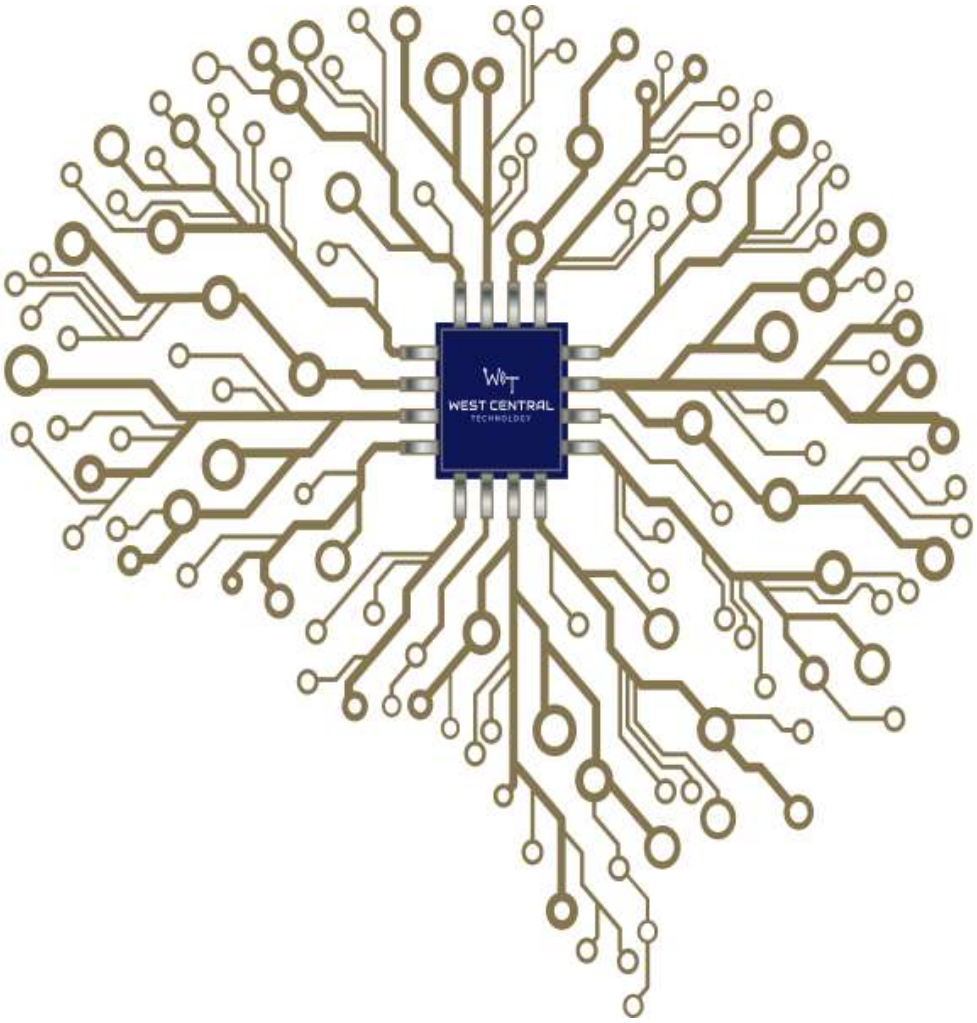
Signature: _____

Name: Jonah Johnson

WEST CENTRAL
TECHNOLOGY

Willmar | Hutchinson | St. Cloud | Alexandria

(320) 441-7050
info@wcthelp.com
www.westcentraltechnology.com



Quote from West Central Technology

P2 Q1 Aruba 6300M Switch

Quote Number: WCTQ3951

Prepared For:

City of Willmar

Jonah Johnson
jonahjohnson@willmarmn.gov
+13202145182

WEST CENTRAL
TECHNOLOGY

QUOTE #	WCTQ3951
DATE	5/9/2023

PO Number	Payment Terms	Valid Through
	30	24 Hours from Receipt

Notes:

Here is the quote that we have prepared for you.

P2Q1 :	Unit Price	Qty	Ext. Price
Aruba 10G SFP+ LC ER 40km SMF Transceiver - For Data Networking, Optical Network - 1 x LC 10GBase-ER Network - Optical Fiber - Single-mode - 10 Gigabit Ethernet - 10GBase-ER - Plug-in Module *Option Axiom Part J9153D-AX / $777.32 each	$4,015.64	4	$16,062.56
Aruba 10G SFP+ LC LR 10km SMF Transceiver - For Data Networking, Optical Network - 1 x LC 10GBase-LR Network - Optical Fiber - Single-mode - 10 Gigabit Ethernet - 10GBase-LR - Plug-in Module *Option Axiom Part J9151D-AX / $210.60 each	$1,194.71	12	$14,336.52
Aruba 50G SFP56 to SFP56 0.65m Direct Attach Copper Cable - 2.13 ft SFP56 Network Cable for Network Device - First End: 1 x SFP56 Network - Second End: 1 x SFP56 Network	$309.13	3	$927.39
Aruba CX 6300 Layer 3 Switch - Manageable - 10 Gigabit Ethernet, 25 Gigabit Ethernet, 50 Gigabit Ethernet - 10GBase-X, 25GBase-X, 50GBase-X - 3 Layer Supported - Modular - 4 SFP Slots - 85 W Power Consumption - Optical Fiber, Twisted Pair - 1U High - Rack-mountable, Cabinet Mount, Surface Mount, Compact	$16,978.42	1	$16,978.42

HPE Aruba X371 12VDC 250W 100-240VAC Power Supply - 120 V AC, 230 V AC Input - 12 V DC Output - 250 W	$422.32	2	$844.64
Aruba X372 54VDC 1600W 110-240VAC Power Supply - 120 V AC, 230 V AC Input - 54 V DC Output - 1600 W	$1,851.02	2	$3,702.04

WEST CENTRAL
TECHNOLOGY

QUOTE #	WCTQ3951
DATE	5/9/2023

Prepared For:

Jonah Johnson

City of Willmar

333 6th St. SW
Willmar, MN 56201

+13202145182

jonahjohnson@willmarmn.gov

Prepared By:

Mary Hagen

307 5th St SW
Ste 1
Willmar, MN 56201

(320) 441-7072

mary.hagen@wcthelp.com

Subtotal	$52,851.57
Shipping	$0.00
Estimated Tax	$0.00
Grand Total	$52,851.57

Payment Options

Select your preferred payment option / purchase terms*:

[ ] Due on Agreed Terms Purchase (purchase amount $52,851.57)

Taxes, Shipping, Handling, Travel and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Pricing is only valid for 24 hours from the time this quote was sent, and is subject to change.

If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

If paying via Credit Card, your transaction will be subject to a Non-Refundable 4% Convenience Fee. You are welcome to pay with an ACH transaction or a check at no additional charge. All past due invoices are subject to a 1.5% interest charge.

City of Willmar Authorized Signature

Date: 05/16/23

Signature: _____

Name: Jonah Johnson

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF
A CONTRACT WITH B&H PHOTO, VIDEO, PRO AUDIO

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar that the quote from B&H Photo, Video, Pro Audio for network/server equipment in the amount of $9,565.57 is accepted.

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

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

Dated this 5th day of June 2023

_____
MAYOR

Attest:

_____
CITY CLERK

B&H PHOTO - VIDEO - PRO AUDIO
The Professional's Source

Government, Education, and Corporate Department
For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003 212-239-7503
Fax: 800-858-5517 212-239-7759
Email: Education: emailbids@bhphoto.com Corporate: corporatesales@bhphoto.com Fed Gov: federalsales@bhphoto.com State and Local: biddept@bhphoto.com

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 13-2768071

Prices Are Valid Until: 06/07/23 **Quote No.:** 1099492143
Reference No.: R201202-OMNIA

Sold To: **Jonah Johnson**
City Of Willmar
333 6Th St Sw
Attn: Jonah Johnson
WILLMAR, MN 56201

Ship To:
City Of Willmar
333 6Th St Sw
Attn: Jonah Johnson
WILLMAR, MN 56201

Bill Phone: **(320)214-5182**

(320)214-5182

Date	Customer Code	Terms	Salesperson	Ship Via
05/08/23	B6165330	N/A	WB	FDX GROUND

Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
1	QNAP 2U/8-BAY ARM-BASE 2.5G&10G NAS QC/R-PS/REG	QNTS832PXURP (TS-832PXU-RP-4G-US)	1,188.00	1,188.00
	Temporarily Out of Stock. More on the Way			
10	UBIQUITI airMAX GIGABEAM LR 60 GHz/5 GHz RADIO/REG	UBGBELRUS (GBE-LR-US)	198.01	1,980.10
	In Stock - while supplies last.			
1	UBIQUITI UNIFI SFP+ DIRECT ATTACH CABLE-1.6'/REG	UBACDSFP1005 (UACCDSFP1005)	12.94	12.94
	In Stock - while supplies last.			
7	UBIQUITI 1GBPS MULTI-MODE OPTICAL MODULE-2PK/REG	UBCCOMMM1GD2 (UACC-OM-MM-1G-D-2)	15.92	111.44
	In Stock - while supplies last.			
4	UBIQUITI UNIFI SWITCH GEN2 GIGABIT 24-PORT/REG	UBUSW24POE (USW-24-POE)	357.99	1,431.96
	In Stock - while supplies last.			
1	UBIQUITI UNIFI SWITCH AGGREGATION/REG	UBUSWAGGRGTN (USW-AGGREGATION)	250.37	250.37

Continued on Next Page ...

B&H PHOTO - VIDEO - PRO AUDIO
The Professional's Source

Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003 212-239-7503
Fax: 800-858-5517 212-239-7759
Email: Education: emailbids@bhphoto.com Corporate: corporatesales@bhphoto.com Fed Gov: federalsales@bhphoto.com State and Local: biddept@bhphoto.com

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 13-2768071

Quote No.: 1099492143

Date	Customer Code	Terms	Salesperson	Ship Via
	B6165330	N/A	Slsm	FDX GROUND

Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
	In Stock - while supplies last.			
7	**UBIQUITI UNIFI SWITCH ENTERPRISE 8 POE/REG**	**UBUSWENPRS8P** (USWENTRPRS8P)	462.52	3,237.64
	In Stock - while supplies last.			
8	**WESTERN-DIGITAL 6TB RED PRO (CMR) 3.5" INTERNAL H/REG**	**WEDBC9Y006H1** (WDBC9Y0060HH1-WRSN)	169.14	1,353.12
	Instant Savings 30.00 $30.00 Instant Savings Exp. 05/14/23			
	This item currently has a price of $169.99 while supplies last.			
	In Stock - while supplies last.			

```
PLEASE NOTE: ------------------------------------------------------------
   ****  Please reference your quote number on all PO's ****
   **** ALL PRICES ARE LISTED IN USD ****
   Certain items may be enforced by vendor to sell at the
   vendor-imposed price posted at the time of order.
```

Payment Type -	- Amount
N/A	

Sub-Total:	9,565.57
Shipping:	Free STND
Total:	9,565.57

BNH_quote

Customer Copy

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF
A CONTRACT WITH WEST CENTRAL TECHNOLOGY

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar that the quote from West Central Technology for phone system equipment in the amount of $16,764.02 is accepted.

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

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

Dated this 5th day of June 2023

_____
MAYOR

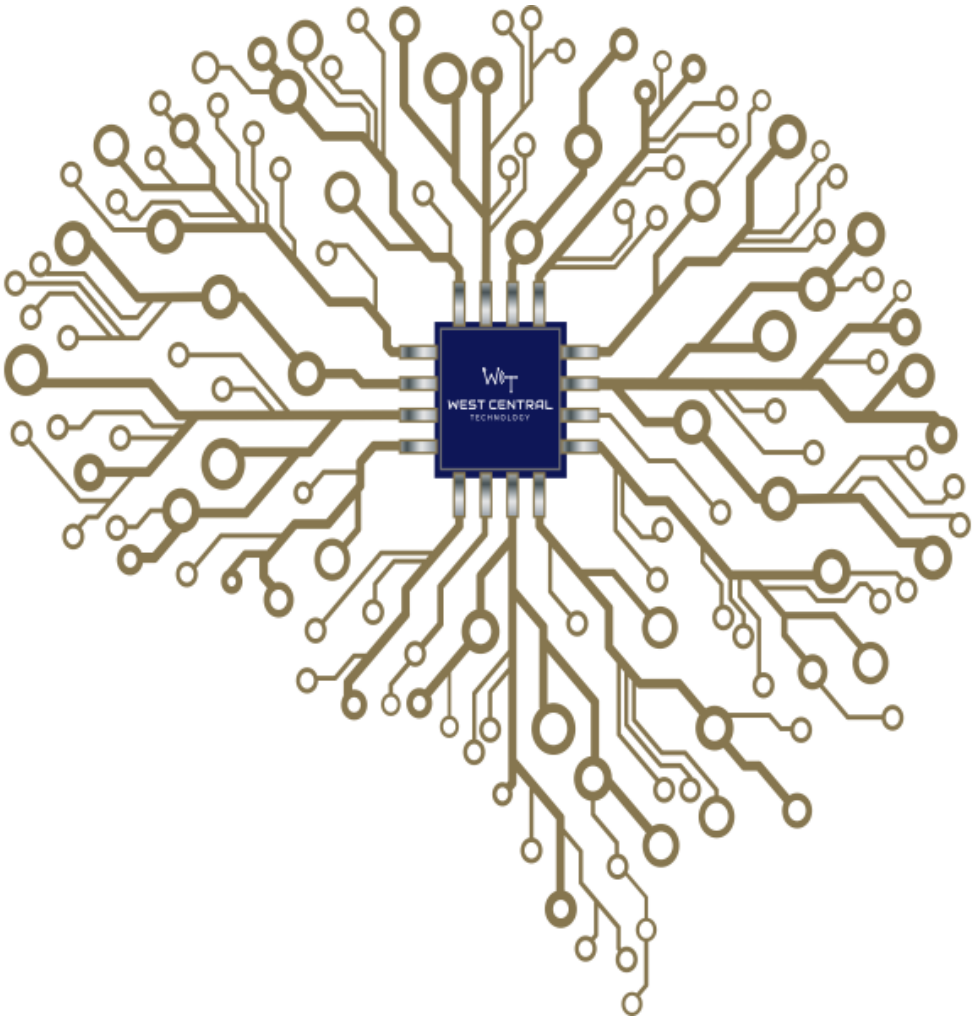
Attest:

_____
CITY CLERK

WEST CENTRAL
TECHNOLOGY

Willmar | Hutchinson | St. Cloud | Alexandria

(320) 441-7050
info@wcthelp.com
www.westcentraltechnology.com



Quote from West Central Technology

P2Q3 Grandstream Yealink CP965 T33G T53 T57W W77P WM

Quote Number: WCTQ3956-01

Prepared For:

City of Willmar

Jonah Johnson
jonahjohnson@willmarmn.gov
+13202145182

WEST CENTRAL
TECHNOLOGY

QUOTE #	WCTQ3956-01
DATE	5/17/2023

PO Number	Payment Terms	Valid Through
	30	24 Hours from Receipt

Notes:

Here is the quote that we have prepared for you.

P2Q3 :	Unit Price	Qty	Ext. Price
Grandstream Powerful 2-Port ATA with Gigabit NAT Router - 2 x RJ-45 - 2 x FXS - Gigabit Ethernet (Optional - SELECTED)	$50.11	3	$150.33
Yealink CP965 Wired HD IP Conference Phone (Optional - SELECTED)	$497.78	7	$3,484.46
Yealink SIP-T33G Entry-level IP Phone with 4-Lines - Wall Mountable, Desktop - Classic Gray - VoIP - 2 x Network (RJ-45) - PoE Ports (Optional - SELECTED)	$75.56	33	$2,493.48
Yealink SIP-T53W Phone with 8-Lines - VoIP - 802.11ac Wi-Fi, Dual-Port Gigabit Ethernet, 802.3af PoE (Optional - SELECTED)	$111.11	66	$7,333.26
Yealink SIP-T57W Color Touchscreen - VoIP - 802.11ac Wi-Fi, Dual-Port Gigabit Ethernet, 802.3af PoE (Optional - SELECTED)	$221.11	9	$1,989.99
Yealink W77P Dect VoIP cordless Phone (Optional - SELECTED)	$218.75	6	$1,312.50

WEST CENTRAL
TECHNOLOGY

QUOTE #	WCTQ3956-01
DATE	5/17/2023

Prepared For:

Jonah Johnson

City of Willmar

333 6th St. SW
Willmar, MN 56201

+13202145182

jonahjohnson@willmarmn.gov

Prepared By:

Mary Hagen

307 5th St SW
Ste 1
Willmar, MN 56201

(320) 441-7072

mary.hagen@wcthelp.com

Subtotal	$16,764.02
Shipping	$0.00
Estimated Tax	$0.00
Grand Total	$16,764.02

Payment Options

Select your preferred payment option / purchase terms*:

[ ] Due on Agreed Terms Purchase (purchase amount $16,764.02)

Taxes, Shipping, Handling, Travel and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Pricing is only valid for 24 hours from the time this quote was sent, and is subject to change.

If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

If paying via Credit Card, your transaction will be subject to a Non-Refundable 4% Convenience Fee. You are welcome to pay with an ACH transaction or a check at no additional charge. All past due invoices are subject to a 1.5% interest charge.

City of Willmar Authorized Signature

Date: 05/17/23

Signature: _____

Name: Jonah Johnson

QUOTE

TECHCHECK

QUOTE #	TCLQ13697
DATE	May 9, 2023

2385 Troop Drive #204, Sartell, MN 56377

Quoted For:
Jonah Johnson
City of Willmar
333 6th St SW
Willmar, MN 56201
Phone 320-214-5182

Prepared By:
Kevin Kourajian
320-230-2020 x1014
kevink@techcheckusa.com

Account Executive	P.O. Number	Payment Terms	Quote Expiration
Kevin Kourajian		Net 30	Jun 8, 2023

QTY	Part Number	Description	Unit Price	Extended Price
		Yealink Phones		
33	YEA-SIP-T33G	Yealink SIP-T33G Entry-level IP Phone with 4-Lines & Color LCD	$69.00	$2,277.00
66	YEA-SIP-T53	Yealink SIP-T53 Prime Business Phone to Deliver Optimum Desktop Productivity	$125.00	$8,250.00
9	YEA-SIP-T57W	Yealink SIP-T57W Prime Business Phone	$240.00	$2,160.00
7	YEA-CP965	Yealink CP965 HD IP Conference Phone	$548.80	$3,841.60
6	YEA-W77P	Yealink W77P DECT IP Phone	$197.13	$1,182.78
		Analog Phone Adapter		
3	GRA-HT812	Yealink Grandstream HT812 2-ports ATA with Gigabit NAT Router	$45.49	$136.47

SUBTOTAL	$17,847.85
SALES TAX	$0.00
SHIPPING	$20.00
TOTAL	**$17,867.85**

Notes

Please contact me if I can be of further assistance.

Prices subject to change - Prices based upon total purchase. A minimum 20% restocking fee with original packaging will be charged for all returns. Payment is due within 30 days from the date of invoice. All software and hardware will be invoiced at the time of delivery to the customer. Professional Services are due at the scheduled date of progress or completion of installation.

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	10.E.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Gary Manzer, Public Works Director
Item:	Sunrise Parking Lot Quotes		

RECOMMENDED ACTION:
If Council so chooses after discussion:
Adopt the resolution approving Change Order No. 1 to Project No. 2304 Block 22 and Sunrise Path Improvements to include the Sunrise Parking Lot project with Joe Riley Construction in the amount of $27,362.40.
Adopt the amended budget resolution of Project No. 2304 in the amount of $479,395.

OVERVIEW:
The Council requested quotes at the May 8th Work Session for the reconstruction of the Sunrise Parking Lot within its current configuration. Two quotes were received; Duininck, Inc. in the amount of $67,372.50, and Joe Riley Construction in the amount of $27,362.40.

If the Council desires to move forward with the reconstruction, Bolton and Menk staff recommend passing a motion awarding the improvements to Joe Riley Construction as a change order to the current Block 22 and Sunrise Path Improvement Project. A budget amendment will be required to cover the additional cost.

BUDGETARY/FISCAL ISSUES:
The project would be paid for by the Project No. 2304 budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution- Change Order No Project No. 2304
2. 2023-05-30 Sunrise Parking Lot Quotes Memo
3. 2023-05-31 2023 AMENDED BUDGET - 2304 Sunrise Path P Lot_Block 22 Parking Lot

Resolution No. ___

A RESOLUTION ACCEPTING CHANGE ORDER NO. 1 FOR PROJECT NO 2304.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to modify the contract for Project No. 2304 between the City of Willmar and Joe Riley Construction by Change Order No. 1 in the increased amount of $27,362.40.

Dated this 5th day of June, 2023

_____
Mayor

Attest:

_____
City Clerk

BOLTON & MENK
Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

MEMORANDUM

Date: May 30, 2023

To: Honorable Mayor Reese
Members of the City Council

From: Jared Voge, P.E.
City Engineer

Subject: Sunrise Parking Lot Quotes
City of Willmar
Project No.: 0W1.127956

At the May 8, 2023, Workshop, Council requested Engineering Staff to seek quotes on the reconstruction of the Sunrise Parking lot within its current configuration. Two quotes were received for the improvements. The low quote was submitted by Joe Riley Construction in the amount of $27,362.40. The figure illustrating the proposed improvements and the two quotes received are enclosed for Council consideration.

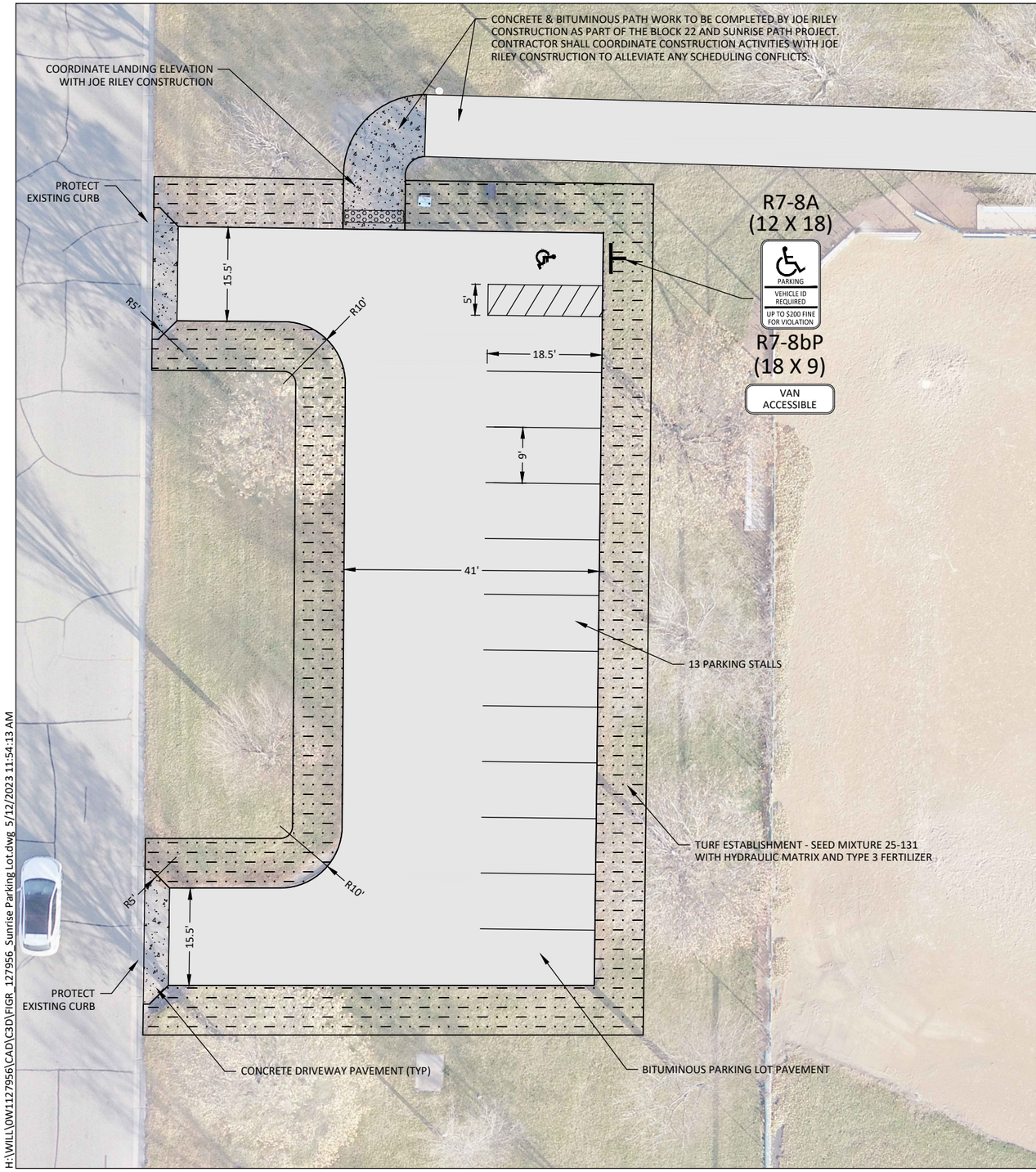
If Council desires to move forward with the reconstruction of the Sunrise Parking Lot, we recommend that Council pass a motion to award the improvement to Joe Riley Construction as a change order to the current Block 22 and Sunrise Path Improvement project.

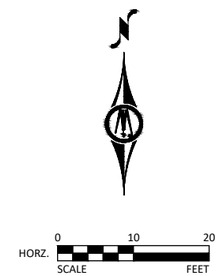
If you have any questions, please call.

JAV/sjj

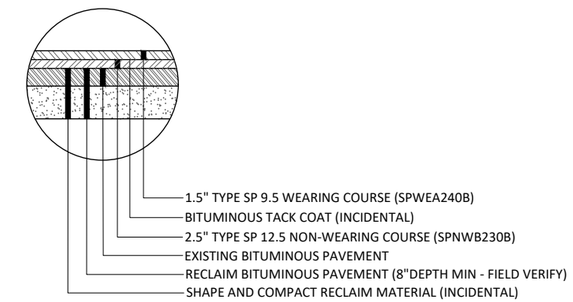
Enclosures

Bolton & Menk is an equal opportunity employer.

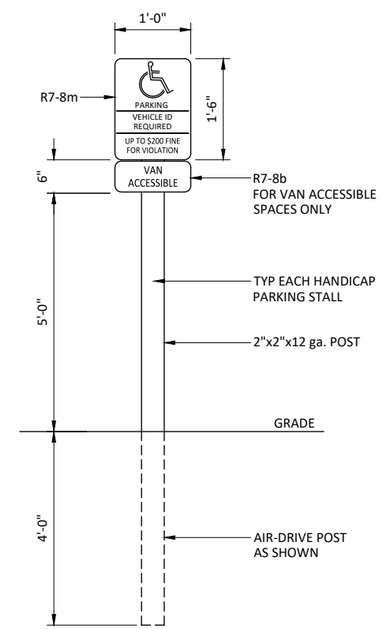




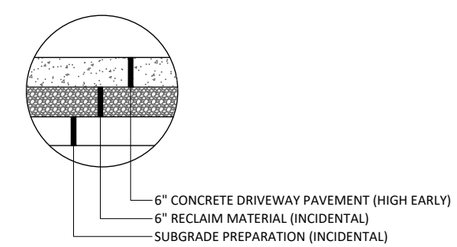
STATEMENT OF ESTIMATED QUANTITIES			
ITEM NO.	ITEM	UNIT	TOTAL QUANTITY
1	MOBILIZATION	LUMP SUM	1
2	RECLAIM BITUMINOUS PAVEMENT (8" DEPTH)	SQ YD	675
3	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	60
4	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	TON	100
5	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	17
6	INSTALL SIGN PANEL (HANDICAP PARKING)	EACH	1
7	4" SOLID LINE MULTI COMP	LIN FT	290
8	PAVEMENT MESSAGE PAINT (HANDICAP SYMBOL)	EACH	1
9	COMMON TOPSOIL BORROW (LV)	CU YD	60
10	TURF ESTABLISHMENT, HYDRAULIC MATRIX	SQ YD	360



BITUMINOUS PARKING LOT PAVEMENT
NOT TO SCALE

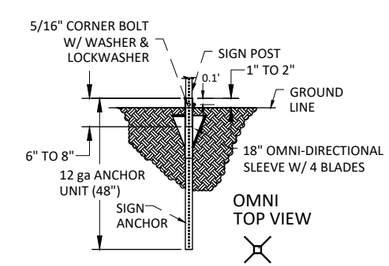


DISABLED PARKING SIGN
NOT TO SCALE



CONCRETE DRIVEWAY PAVEMENT
NOT TO SCALE

NOTE:
SIGNS AND INSTALLATION OF SIGNS SHALL BE IN ACCORDANCE WITH THE MOST RECENT MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND MN/DOT SPEC 2564 AND 3385.



ANCHOR DETAIL
NOT TO SCALE

H:\WILL\0W1127956\CAD\C3D\FIGR_127956_Sunrise Parking Lot.dwg 5/12/2023 11:54:13 AM

Estimate

Joe Riley Construction, Inc.
P.O. Box 379—Morris, MN 56267
Ph. 320.589.5222—Morris
Ph. 320.634.1965—Glenwood, MN 56334
Fax. 320.634.3535

JOE RILEY
CONSTRUCTION

- Sand & Gravel Products
- Parking Lots
- Driveways
- Streets & Roads
- Overlays & Patching

PROPOSAL SUBMITTED City of Willmar	PHONE Spencer 320 979 6136	5/16/2023
STREET	JOB NAME Sunrise Parking Lot	
CITY, STATE, ZIP CODE Willmar,MN 56201	JOB LOCATION In Willmar	

We hereby submit specifications & estimates for: Paving the Sunrise Parking Lot

Bid Items:

1. Mobilization - $1,050.00 Lump Sum
2. Reclaim Bituminous Pavement - $1.78 per square yard x 675 square yards = $1,201.50
3. Type SP 9.5 Wearing Course Mix (2,B) - $107.50 per ton x 60 tons = $6,450.00
4. Type SP 12.5 Non Wear Course Mix (2, B) - $106.00 per ton x 100 tons = $10,600.00
5. 6" Concrete Driveway Pavement - $137.05 per square yard x 17 Square yards = $2,337.50
6. Install Sign Panel (Handicap Parking) - $400.00 per sign x 1 sign = $400.00
7. 4" Solid Line Multi Comp - $2.90 per lineal foot x 290 linear feet = $841.00
8. Pavement Message Paint (Handicap Symbol) - $40.00 per sign x 1 sign = $40.00
9. Common Topsoil Borrow (LV) - $64.50 per cubic yard x 60 cubic yards = $3,870.00
10. Turf Establishment, Hydraulix Matrix - $1.59 per square yard x 360 square yards = $572.40

Total = $27,362.40

Please let me know if there are any questions.

Thank you.

Greg Graves
Joe Riley Construction, Inc.
320 287 1916

We Propose hereby to furnish, material, and labor—complete it accordance with above specifications, for the sum of:

_____ Dollars $27,362.40

Payment to be made ON COMPLETETION OF PROJECT

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra change over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Greg Graves
Signature _____

Note: This proposal may be withdrawn if not accepted within _____30____ days.

Acceptance of Proposal The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

DUININCK INCORPORATED
408 6th St. PO Box 208 Prinsburg, MN 56281
An Equal Opportunity Employer

ESTIMATE #: **1182616**
PREPARED BY: **Justin Zylstra**
PHONE: 320-212-3954
FAX: (320) 978-4978
EMAIL: justinz@duininck.com
www.duininck.com

JOB NAME: SUNRISE PARKING LOT RECLAIM & OVERLAY
DATE: 5/19/2023
CONTACT NAME: Unknown
SOLD TO: BOLTON & MENK
OFFICE # 507-238-4738 FAX # 507-238-4732
BILL TO: 1501 SOUTH STATE STREET
FAIRMONT, MN 56031
JOB LOCATION:

WE PROPOSE HEREBY TO FURNISH THE MATERIAL & LABOR - COMPLETE IN ACCORDANCE WITH SPECIFICATIONS:

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
010	MOBILIZATION	1.00	LS	$18,000.00	$18,000.00
020	RECLAIM BITUMINOUS PAVEMENT (8" DEPTH)	675.00	SY	$16.00	$10,800.00
030	TYPE SP 9.5 WEARING COURSE MIX (2,B)	60.00	TON	$143.00	$8,580.00
040	TYPE 12.5 NON WEAR COURSE MIX (2,B)	100.00	TON	$133.00	$13,300.00
050	6" CONCRETE DRIVEWAY PAVEMENT	17.00	SY	$345.00	$5,865.00
060	INSTALL SIGN PANEL (HANDICAP PARKING)	1.00	EACH	$1,300.00	$1,300.00
070	4" SOLID LINE MULTI COMP	290.00	LF	$6.75	$1,957.50
080	PAVEMENT MESSAGE PAINT (HANDICAP SYMBOL)	1.00	EACH	$250.00	$250.00
090	COMMON TOPSOIL BORROW (LV)	60.00	CY	$74.00	$4,440.00
100	TURF ESTABLISHMENT, HYDRAULIC MATRIX	360.00	SY	$8.00	$2,880.00
				Total Bid Price:	**$67,372.50**

Notes:
- THIS ESTIMATE DOES NOT INCLUDE PREVAILING WAGE RATES.
- Duininck, Inc. is NON-UNION & will NOT sign a "PLA" or pay dues.
- Quote ONLY good for 20 Days without verbal commitment or mutually agreed upon extension. Please review & respond ASAP.
- Quote does NOT include any participation in the goals for: SB VSB HUBZSB DBE WSB LB Minority.
- Duininck, Inc. will be paid for actual quantities placed.
- Work to be completed in the 2023 construction season.
- EXCLUDED: Bond, Permits, Surveying, Prevailing Wages, Dewatering, Winter Conditions, Winter Ramps at Intersections, Snow Removal, Frost Protection, Road Restricted Loads, Erosion Control, Erosion Control Maint, Street Sweeping, Construction Entrance, Haul Road Maint, Bollards, Flagging, Milling.

Payments to be made as follows: **Monthly Progress Payments**
Payment Type ☐ Check ☐ Credit Card
Interest charge of 1.5% will be charged 30 days after invoice. **Send Checks to above address.**

Authorized Signature _____

Note: This proposal may be withdrawn by Duininck Incorporated if not accepted WITHIN 20 DAYS.

For Internal Use Only
Job Start Date:
Job Completion Date:
Job Number:

Credit Card Authorization (To be charged monthly)
Number: _____
Expiration Date: _____ Type: Visa MC
Name on Card: _____
Authorization: _____

Signature to endorse the contract _____
Date: _____

The above prices, conditions, specifications, & payment terms are hereby accepted. You are authorized to do the work as specified.

DUININCK INCORPORATED
408 6th St. PO Box 208 Prinsburg, MN 56281
An Equal Opportunity Employer

ESTIMATE #: **1182616**
PREPARED BY: **Justin Zylstra**
PHONE: 320-212-3954
FAX: (320) 978-4978
EMAIL: justinz@duininck.com
www.duininck.com

Additional Terms & Conditions of this Contract:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

(c) You agree to pay reasonable costs of collection, including attorney's fees, if payment is not made when due according to the terms agreed to within this contract.

(d) All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become extra charges over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Duininck Incorporated employees are fully covered by Workers Compensation Insurance according to all applicable statutes.

Additional Information and Diagrams:

RESOLUTION NO. ____
AS-BID 2023 STREET IMPROVEMENTS BUDGET
2304 SUNRISE PATH & BLOCK 22 PARKING LOT IMPROVEMENT PROJECT
ESTIMATED TOTAL COST $479,395
*Budget Amounts are Essential

Dated:

Code		
	PERSONNEL SERVICES	
10*	Salaries Reg. Employees	
11*	Overtime Reg. Employees	
12*	Salaries Temp. Employees	
13*	Employer Pension Contr.	
14*	Employer Ins. Contr.	
	TOTAL	**$0.00**

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

	OTHER SERVICES	
30	Communications	
31*	Printing & Publishing	
32	Utilities	
33*	Travel-Conf.-Schools	
34	Mtce. of Equipment	
35	Mtce. of Structures	
36*	Mtce. of Other Impr.	$350,950
37	Subsistence of Persons	
38	Cleaning & Waste Removal	
39*	Other Services	$17,550
	TOTAL	**$368,500**

	OTHER CHARGES	
40	Rents	
41*	Insurance & Bonds	
42	Awards & Indemnities	
43	Subscription/Memberships	
44	Interest	
45	Licenses & Taxes	
46*	Prof. Serv.	$108,395
47*	Advertising	
48*	Adm. OH (Transfer)	
49	Other Charges	$2,500
	TOTAL	**$110,895**
	GRAND TOTAL	**$479,395**

RECEIVABLES	
Assessments Prop Owners	
Community Investment /Levy	$479,395
MSA	
MUC	
WTP	
LOST	
TOTAL	**$479,395**

FINANCING	
General	$479,395
MSA	
MUC	
WTP	
LOST	
TOTAL	**$479,395**
GRAND TOTAL	**$479,395**

Dated:_____

_____
Mayor

Attest:

_____
City Clerk

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	10.F.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Gary Manzer, Public Works Director
Item:	Epitopix IBDPI Project Change Order No. 1		

RECOMMENDED ACTION:
Adopt the resolution approving Change Order No. 1 for the Epitopix IBDPI Sanitary Sewer and Watermain project in the amount of $126,274.38.

OVERVIEW:
The Epitopix Sanitary Sewer and Watermain Project was awarded to Landwehr Construction, Inc. on June 20, 2022. The project stemmed from the request of Epitopix to extend the City's municipal utilities to serve their property, which was previously located in Willmar Township before annexation. These services will allow significant expansion of their veterinary vaccine production facility on 45th Street. The City was awarded a grant by the Innovative Business Development Public Infrastructure (IBDPI) of $1,300,000 for the extension of the sanitary sewer. The remainder will be paid from Epitopix and Wastewater funds.

Change Order No. 1 of the project resulted from:
1. Dewatering efforts required to complete construction of the sanitary sewer main and watermain.
2. Concrete debris removal required to complete construction of the sanitary sewer main and watermain.
3. Additional precast section for additional structure height for Manhole L.

BUDGETARY/FISCAL ISSUES:
The additional expenses of Change Order No. 1 will be paid from the project's contingency fund of $447,938.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution- Change Order No 1 Epitopix Project
2. Epitopix Change Order No. 1

Resolution No. ___

A RESOLUTION ACCEPTING CHANGE ORDER NO. 1 FOR THE EPITOPIX IBDPI SANITARY SEWER AND WATERMAIN 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 the Mayor and City Administrator of the City of Willmar are hereby authorized to modify the contract for the Epitopix IBDPI Sanitary Sewer and Watermain Project between the City of Willmar and Landwehr Construction by Change Order No. 1 in the increased amount of $126,274.38.

Dated this 5th day of June, 2023

_____
Mayor

Attest:

_____
City Clerk

CHANGE ORDER FORM

NO.: 1

Owner:	City of Willmar	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc	Engineer's Project No.:	0W1.123963
Contractor:	Landwehr Construction, Inc.	Contractor's Project No.:	
Project:	Willmar - Epitopix		
Contract Name:	Epitopix IBDPI Project		
		Effective Date of Change Order:	
Date Issued:	05/02/2023	05/02/2023	

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

Description:

This change order reconciles final quantities to date and modifies the contract to incorporate additional payment for the following items:

a. Dewatering efforts required to complete construction of the sanitary sewer main and watermain.

b. Concrete debris removal required to complete construction of the sanitary sewer main and watermain.

c. Additional precast section for additional structure height for Manhole L

The extra costs and reconciled quantities are identified below:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	EXPOLORITY DRILLING	1	LS	$5,460.00	$5,460.00
7	REMOBILIZATION	1	LS	$15,865.00	$15,865.00
20	DEWATERING 40TH ST SW (INSTALL/REMOVAL)	1	LS	$75,000.00	$75,000.00
30	DEWATERING 40TH ST SW (DAILY)	2	DAY	$1,365.00	$2,730.00
40	PIPE INSTALLATION SLOW DOWN	3	HR	$1,415.00	$4,245.00
60	ROCK	347.95	TON	$57.00	$19,833.15
EW04	TILE REPAIR	1	LS	$5,914.30	$5,914.30
EW06	EXTRA TIME DUE TO POND DEWATERING	1	LS	$13,388.00	$16,117.00
EW09	WORK ASSOCIATED WITH DIGGING THROUGH BURRIED CONCRETE	1	LS	$5,790.75	$5,790.75
EW11	INSTALL EXTRA SECTION ON MH L	1	LS	$2,633.73	$2,633.73
EW12	REMOVE CONCRETE PILE	1	LS	$15,500.00	$15,500.00
				SUBTOTAL	$169,088.93
DEDUCT	SAND BEDDING DEDUCTION IN UNIT BID PIPE PRICE	349.95	TON	-$26.00	-$9,046.70
RECONCILE SCHEDULE A QUANTITIES A.2-A.26					-$52,307.75
RECONCILE SCHEDULE B QUANTITIES B.2-B.24					$18,539.90
				TOTAL	$126,274.38

Attachments:

Extra work proposed by Landwehr Construction, Inc; with breakdown by Bolton & Menk.

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Change in Contract Price	Change in Contract Times
Original Contract Price: $ 1,363,425.20	Original Contract Times: Substantial Completion: 11/31/2022 Ready for final payment: 07/01/2023
Increase from previously approved Change Orders: $ N/A	Increase from previously approved Change Orders: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 1,363,425.20	Contract Times prior to this Change Order: Substantial Completion: 11/31/2022 Ready for final payment: 07/01/2023
Increase this Change Order: $ 126,274.38	Increase this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: $ 1,439,305.18	Contract Times with all approved Change Orders: Substantial Completion: 11/31/2022 Ready for final payment: 07/01/2023

equired)

By

Tit Project Manager

Date: 5-9-2023

Accepted by Contractor

PM

5-3-23

Authorized by Owner

By:

Title: Public Works Director

Date: 5-15-2023

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City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	10.G.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Gary Manzer, Public Works Director
Item:	Bolton and Menk Trott Avenue Regional Stormwater Pond Professional Services		

RECOMMENDED ACTION:
Adopt the resolution entering into an agreement with Bolton and Menk, Inc. for the Trott Avenue Regional Stormwater Pond Professional Services in the amount of $87,830.

OVERVIEW:
Farm-Rite Equipment of Willmar submitted site plans for a building addition to their property located at 1515 Highway 12 W. The development plans included a proposed stormwater pond in the southwest corner of the property. Staff, along with Bolton and Menk, have been coordinating with Farm-Rite and have reached an agreement for a regional pond along the southern boundary of the property by Trott Avenue.

The proposed pond will provide rate and flood control benefits within the watershed, which currently experiences frequent flooding. It will add water quality and flood control benefits in a part of the City that currently has none. Preliminary high-level modeling shows that a measurable benefit can be had by constructing a stormwater pond at this location and within the approximately 0.7 acre space.

BUDGETARY/FISCAL ISSUES:
The professional services will be paid from LOST funds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution - ACCEPT SVCS BOLTON AND MENK TROTT AVE STORMWATER POND
2. 2023_FarmRite_SWMP_Proposal

Resolution No._____

A RESOLUTION AWARDING THE ENGINEERING PROFESSIONAL SERVICES: TROTT AVENUE REGIONAL STORMWATER POND TO BOLTON AND MENK, INC. IN THE AMOUNT OF $87,830.

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 Trott Avenue Regional Stormwater Pond 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 $87,830.

Dated this 5th day of June, 2023

_____
Mayor

Attest:

_____
City Clerk

BOLTON & MENK
Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

May 24, 2023

Gary Manzer
Public Works Director
City of Willmar
801 Industrial Drive SW
Willmar, MN 56201

RE: 2023 Trott Avenue Regional Stormwater Pond
Willmar, MN

Dear Gary,

Bolton & Menk, Inc. is pleased to submit this proposal for the 2023 Trott Avenue Regional Stormwater Pond project. We sincerely thank you for the opportunity and look forward to continuing to serve the City of Willmar.

Farm-Rite Equipment of Willmar submitted site plans for a building addition on their property. Their development plans included a proposed stormwater pond located in the southwest corner of the property. City staff and Bolton & Menk, Inc. have been coordinating with them and have reached an agreement for a regional pond along the southern boundary of the property. The proposed pond will provide rate and flood control benefits within the watershed which currently experiences frequent flooding.

SCOPE OF SERVICES

The proposed 2023 Trott Avenue Regional Stormwater Pond project would add water quality and flood control benefits in a part of the city that currently has none. Preliminary high-level modeling shows that a measurable benefit can be had by constructing a stormwater pond at this location and within the approximately 0.7 acre space.

The project tasks are as follows:

1. **Design**

   Bolton & Menk, Inc. will obtain topographical data based on NAD 83 horizontal and NAVD 88 vertical datums along the project area. A Gopher State One Call ticket will be generated for the project. Bolton & Menk, Inc. will work with city and municipal utilities staff to verify that all utilities are accounted for.

   The improvements will likely require permits including a NPDES Construction Stormwater permit. Bolton & Menk, Inc. will prepare applications for all required permits and a comprehensive list of permits with the corresponding fees will be provided to the city. All permit fees will be the responsibility of the City of Willmar. As part of the permitting process, Bolton & Menk, Inc. will verify and document regulations associated with the improvements.

Bolton & Menk is an equal opportunity employer.

Bolton & Menk, Inc. will prepare 30% plans and a cost estimate for the improvements and review them with city and utilities staff.

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

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

Bolton & Menk, Inc. will distribute bidding documents, prepare any required addenda, conduct the project bid opening, and prepare contract documents.

2. Construction Services

Bolton & Menk, Inc. will administer the construction contract ensuring compliance with the contract documents on behalf of the city while communicating regularly with city staff. We will also provide construction staking and construction observation for the improvements. The Resident Project Representative will provide recommendations regarding the contractor's work, provide clarifications and interpretations of the contract documents based on contractor inquiries, recommend change orders and work change directives and prepare all necessary documents. In addition, the RPR will review and approve shop drawings, and samples as well as log and track all submittals. Substitutes proposed by the contractor will be evaluated for compliance with the contract documents. The RPR will also observe special inspections or tests such as televising, quality compaction, and review material certifications for compliance with the contract documents. The RPR will document the contractor's progress and prepare and process payment applications based on the work completed. Upon completion of the project, Bolton & Menk, Inc. will prepare the project record drawings.

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

Bolton & Menk, Inc. staff will meet with concerned citizens to discuss the project and address questions and concerns in a timely manner. We also understand the importance of good communication with all city staff and will provide the information required from the project to maintain the city's asset management system. Bolton and Menk, Inc. will keep the city council and staff informed of the project status and attend meetings when the project is on the agenda to present information regarding the project and respond to questions. Upon completion of the project, we will also provide the city with hard and electronic copies of the entire project file.

This proposal does not include any services related to geo-technical investigations or construction materials testing. These services are available upon request.

Compensation

We propose to complete the services identified in the above Scope of Services for an HOURLY NOT TO EXCEED fee of $87,830. The breakdown of those costs are as follows:

1. Design	**$ 43,895**
2. Construction Services	$ 43,935
Total:	$ 87,830

Preliminary Schedule

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

1. Design	**2023**
2. Construction Services	June 2024

We will submit invoices for payment monthly based on the time spent completing the tasks identified above. If less hours than those estimated are required to complete the tasks, the invoice amounts will be less. Any significant changes to the project scope initiated by the Owner may require an additional fee. Any additional fees will be billed at our Standard Hourly Rates. In addition, Bolton & Menk, Inc. is also willing to provide additional services which have not been mentioned above at our Standard Hourly Rates.

If you have any questions regarding our proposal, please contact me at your convenience at 320-905-3520 or Joshua.Halvorson@bolton-menk.com. We look forward to assisting you with another successful project and appreciate the opportunity to continue to serve the City of Willmar. We are prepared to proceed upon your notification.

Sincerely,

Bolton & Menk, Inc.

Joshua Halvorson
Principal Engineer

cc: Jared Voge

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	10.H.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	Yes	**Prepared By:**	Aaron Backman, EDC Executive Director
Ordinance:	No	**Presented By:**	Aaron Backman, EDC Executive Director
Item:	Professional Services Agreement with Bolton & Menk for Design and Construction of TH 40 Turn Lane Improvements for Willmar Rail Park		

RECOMMENDED ACTION:
Adopt resolution entering into a professional services agreement with Bolton & Menk, Inc. for design and construction services of the TH 40 Turn Lane Improvements Project in the amount of $208,895

OVERVIEW:
On November 14, 2022 MnDOT Commissioner Nancy Daubenberger announced that the City of Willmar was awarded up to $900,000 in Transportation & Economic Development (TED) funding for the proposed Realm5 Logistics Park, now referred to as the Willmar Rail Park (Attached is a copy of the award letter). Since that time EDC and Bolton & Menk staff have met several times with MnDOT District 8 regarding this project. The location of the project remains the same, but we have incorporated changes in the project that D8 staff wanted (See attached revised layout). The total estimated cost for the project, including construction, is just over $1 million (See attached preliminary cost estimate). Local match requirements for TED are typically 40%. When City Council approved the grant application last August, I indicated that Willmar's contribution would come from land sale proceeds.

The plans for Nexyst and other partners have also progressed during the past six months. Nexyst, and its parent company Realm5, have been focused on gaining customers and shipping product in NexBoxes to Europe. They determined that it would be better to have another partner purchase the land and develop the necessary rail infrastructure, and introduced us to MB Rail, a rail services company based in Lexington, KY. Now that we are at the cusp of selling 145 acres to MB Rail, and knowing how long approvals can take at the state level, I would highly recommend moving ahead with the TH 40 improvements to provide road access into the rail park so that cars and trucks can enter and leave safely. The first step in that process is seeking a professional services agreement for engineering services.

The TH 40 Turn Lane Improvements Project involves the construction of east bound and west bound turn lanes on TH 40 at the proposed Willmar Rail Park access. Bolton & Menk, Inc. submitted the attached proposal for the design and construction services for the project. These services include preliminary design, MnDOT coordination, survey, geometric layout, permitting, geotechnical, construction services, and construction management to ensure compliance with the contract documents. The project schedule includes the completion of design in November, 2024 and construction starting in June, 2025.

BUDGETARY/FISCAL ISSUES:
Design/Construction Services - $208,895

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution - Accept Bolton & Menk Professional Services Agreement - TH 40 Turn Lane Improvements
2. Bolton & Menk, Inc. TH 40 Turn Lane Improvements Proposal
3. Preliminary Cost Estimate
4. TH 40 Turn Lane Layout
5. Willmar TED Award Letter

RESOLUTION NO.

Accept Bolton & Menk Professional Services – TH 40 Turn Lane Improvements

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 & Menk, Inc of Willmar, MN for the professional services of the design and construction of the TH 40 Turn Lane Improvements Projects be 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 $208,895.

_____

MAYOR

Attest:

_____

CITY CLERK

BOLTON & MENK
Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

May 24, 2023

Aaron A. Backman
Executive Director
Kandiyohi County and City of Willmar Economic Development Commission
222 20th Street SE
P.O. Box 1783
Willmar, MN 56201
aaron@kandiyohi.com

RE: Proposal for TH 40 Turn Lane Improvements

Dear Mr. Backman:

The Kandiyohi County and City of Willmar Economic Development Commission (EDC) has initiated the TH 40 Turn Lane Improvements project establishing a new city road connection on TH 40 that will facilitate an anticipated railroad freight facility. This project will allow safe turning movements for heavy freight vehicles on and off Trunk Highway 40. The City of Willmar, in partnership with the EDC, was awarded $900k in State TED Funds. As requested, please find enclosed our proposal for design and construction services necessary to complete a full project delivery that will meet the requirements of these funds. Like you, Bolton & Menk, Inc. takes great pride in designing and managing projects that are safe, sustainable, and functional. We understand the project goals and what needs to be accomplished for the successful completion of the TH 40 Turn Lane Improvements project.

Local Expertise – Our office, across TH 12 from the EDC, provides close and direct access for all project partners. In addition, proximity to the project will provide benefits during design and construction as staff will be able to respond to any requests on-site at a moments notice.

State Funding Experience – Bolton & Menk has delivered numerous State funded projects, including projects with this specific TED funding source. Derek Arens, our designated Project Manager, has personally delivered multiple state-funded projects in both the metro and rural areas of the state. We understand the procedures, processes, and potential obstacles that come with delivering a project like this.

Project Partner Relationships-Longstanding – Bolton & Menk, Inc. has a history of delivering successful projects for the City of Willmar, EDC, and MnDOT District 8. As an active member of the community, we are committed to the project and the economic vitality it will provide for the Willmar area.

In continued service to the City of Willmar and EDC, we are excited at the opportunity to complete the TH 40 Turn Lane Improvements project. Derek Arens will be the project manager with myself as the Principal-In-Charge moving forward. Please contact me at 612-756-0326, Jared.Voge@bolton-menk.com, or Derek at 612-655-1546, Derek.Arens@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,
Bolton & Menk, Inc.

Jared A. Voge, PE
Principal Engineer

Bolton & Menk is an equal opportunity employer.

Project Background and Understanding

Bolton & Menk understands that the Willmar Economic & Community Development (EDC) commission, in coordination with Kandiyohi County and the City of Willmar, is proposing turn lane improvements for a future rail loading facility, tied with the Burlington Northern and Santa Fe (BNSF) railway, entrance off TH 40. Having received $900,000 in Transportation Economic Development Program (TED) funds for this improvement, the commission and project stakeholders are seeking a solution that supports economic growth, is cost effective, and is safe and effective for all future freight and hauling traffic.

Over the past year, the EDC has been working with Realm5, its wholly owned subsidiary Nexyst 360, and other project partners on an agricultural distribution complex that would be located on approximately 145 acres currently owned by the City of Willmar. The project is located north of TH 40 and east of the recently constructed $48 million Willmar Railroad Wye project. Other nearby industrial park improvements, such as the FedEx Distribution center, are near the area. The developing area will benefit from this rail loading facility that involves the construction of 3.6 miles of new rails and switches built by MB Rail. The proposed turn lane improvements will support access safety and development of this logistics hub serving West Central Minnesota and beyond.

TH 40 is a minor arterial with 1,700 VPD per the 2018 county ADT map. This future entrance is projected to contribute 436 vehicle trips per day by 2027, when full operations and build out is complete. Most of those trips will be heavy freight and hauling trucks. It is critical to accommodate turning movements to not influence through traffic along this corridor and have a safe refuge when turning in and out of the facility while they are waiting for adequate gaps.

Additional goals include:

- Identifying property lines and road right-of-way lines to minimize acquisition from this site while trying to avoid other private properties
- Mitigating existing drainage with this area having grading complications, due to its flat environment
- Designing and constructing the project within the received TED fund budget by 2025; funds must be encumbered by December 2024

Project Overview

We understand this project has one seemingly simple main objective**: improve vehicle safety with design and construction of turn lanes for this future facility.** While it may be a straightforward design, there are a few design elements we need to consider. These include:

- Calculating sight distances and angles to ensure a safe design
- Providing proper turn lane lengths for drivers to deaccelerate, yield to traffic, and make turning maneuvers without impeding through traffic
- Designing the turn lane expansion without impacting the mainline alignment
- Maintaining recommended cross slopes when widening the roadway
- Ensuring the design can accommodate large freight vehicles using this facility

Key Personnel

Bolton & Menk understands the importance of developing solutions that can be supported by stakeholders and implemented efficiently. We have provided a brief background and description of key individual roles. These individuals have track records of successful projects and, just as importantly, are enthusiastic and committed to meeting and exceeding your expectations.

Name and Title	Role
Jared Voge, PE Principal-in-Charge, QA/QC Manager	Jared will work with Derek to establish the project and assist at key milestones. He will provide ongoing oversight and ideas to work through the project's most challenging moments and provide QA/QC review for project deliverables.
Derek Arens, PE Project Manager, EOR, Client Contact	Derek will lead the project team from conception to construction. He will work hand in hand with Jared on project decisions and agency coordination. Derek will be responsible for the project schedule, design submittals, and any LPP requirements.
Kasey Burns, PE Water Resources Engineer	Kasey will lead the hydraulic and drainage design services for the project.
Alex Goff, EIT Design EIT, Plan Production Lead	Alex will support Derek with design and lead plan development efforts.
Mike Larson, PE Traffic Lead	Mike will support the team by completing traffic control, pavement markings, traffic signing, and any roadway lighting elements for this project.
Andy Hill, PLS Registered Land Surveyor	Andy will be responsible for coordinating the required survey work. He has extensive experience in topographic and land surveying and will be a valuable resource for preparing any right-of-way exhibits, legal descriptions, and survey staking.
Jackie Caple Project Management, Administrative Assistant	Jackie will assist Derek with all management aspects of the project.
Kristina Bloomquist, MWPCP, PWS Wetland Specialist	Kristina will be responsible for coordinating with state agencies to work through wetland delineations and permitting. She will attend any Technical Evaluation Panel (TEP) meetings that may be needed.

Proposed Project Tasks

Although this TH 40 project may seem like a basic turn lane project, it is crucial that the project remains on task, communication occurs regularly between agencies, the project maintains funding eligibilities, and the plans follow MnDOT standards and specifications. Critical schedule milestones must be met, and critical design and engineering decisions must be given proper consideration along the way. We will work to identify the desired geometric layout, pavement materials, construction techniques, public engagement, agency arrangements, and scheduling limitations to meet the City of Willmar and EDC's expectations and needs. From concept to completion, our attention to detail will keep every phase of this project on schedule.

Task 1: Project Management/Agency Involvement

One of the most significant project components is establishing a strong project management process. We will schedule all meetings, complete all agendas, maintain meeting records, and offer regular updates on next steps and upcoming project and design requirements.

1.1 Project Management Tools and Administration

Our team will implement project management tools such as project schedule maintenance, monthly progress reports, and proactive discussions to stay on task and schedule.

1.2 General Coordination

We will initiate periodic phone/virtual check-in meetings to understand individual agency perspectives, gain insight relative to key issues or perceived impacts, discuss potential mitigation strategies to minimize negative impacts, and identify considerations that could influence the project's conclusion.

1.3 Quality Assurance/Quality Control Functions

Bolton & Menk has developed and implemented a comprehensive quality assurance and quality control (QA/QC) program that systematically and dramatically reduces the potential for issues. Routine product reviews are an integral part of the quality control process, which effectively targets concepts, constructability, environmental impact, public impact, and economic engineering issues.

1.4 Project Management Team (PMT) Meetings

We expect up to six project meetings between our team, the City of Willmar, and MnDOT District 8 staff. A project kickoff will be held to discuss geometric alternatives and other meetings will follow project milestones such as the geometric layout and plan submittals. These meetings are assumed to be conducted through Microsoft Teams.

Expected City/EDC Participation

Process monthly invoices and progress reports, ongoing communication

Task 1 Deliverables

Regular communication with project partners, schedule and updates, monthly invoices and progress reports, QA/QC review, schedule meetings and minutes

Task 2: Concept/Preliminary Design

2.1 Finalize Concept Alternative

Our team will review the general footprint, operations, capacity, property impacts, and access conditions to develop the selected concept. Coordination with MnDOT District staff will be ongoing during this process. A cost estimate will accompany the final concept figure.

2.2 Preliminary Drainage Design and Hydraulics

Our team will assess existing surface water management features and drainage areas. Mapping of in-place facilities to understand patterns will be necessary. Our team will work to mitigate the existing grading issues that are present.

2.3 Identify Existing Right-of-Way Needs

Based on the selected concept, we will determine and define the right-of-way needs and prepare any needed exhibits and/or parcel sketches for all properties. We anticipate one sketch for the rail facility and driveway site along with one sketch for the private property to the northeast. It is anticipated that MnDOT D8 will acquire the right of way under our guidance and direction. If MnDOT D8 right of way staff is not able to fulfill this request, additional scope and fee to hire a Right of Way Specialist will be required.

Expected City/EDC/MnDOT Participation

Right of Way Services, Geotechnical information from Wilmar Wye, detour route recommendations

Task 2 Deliverables

Concept alternative and figure, preliminary drainage plan, parcel sketches, conceptual cost estimate

Task 3: Surveying, Mapping, and Utilities

3.1 Topographic Survey

Once we have identified the preferred concept, Bolton & Menk will complete a field topographic survey of the existing conditions. The survey will include all pavement surfaces. Existing grades 150 feet north and grades within the MnDOT right-of-way to the south will be shot. The footprint will be the expected project limits plus an additional 200 feet offset parallel to mainline TH 40.

3.2 Gopher State One Call and Utility Identification

Bolton & Menk survey staff will complete a Gopher State One Call prior to mobilizing for the topographic survey. Field markings will be requested so they can be shot and obtained to seek an ASCE Quality Level C for utility accuracy. CAD linework of any private and public utilities will be included within the topographic survey.

3.3 Utility Coordination

Due to the likelihood of limited utilities within this corridor, coordination with private agencies will be completed on an individual basis. Notice & Orders will be sent promptly following initial coordination of the impacted agency.

Expected City/EDC/MnDOT Participation

Public utility coordination (if any)

Task 3 Deliverables

CAD topographic survey, Gopher State One Call tickets and maps, utility relocation plans from private agencies

Task 4: Preliminary GDSU Geometric Layout – Level 2 (30% Plan)

4.1 Geometric Layout – Level 2

A preliminary Geometric Layout-Level 2 will be assembled and submitted for review and signature by MnDOT District 8. Due to the project size and effectiveness of a layout in conjunction with cross sections and other information, we will use these documents as a substitute for a 30% plan.

4.2 Cost Estimate (30%)

We will prepare a preliminary design engineer's cost estimate with the final approved geometric layout.

Expected City/EDC/MNDOT Participation

Design input, cost input

Task 4 Deliverables

Preliminary geometric layout, cost estimate, cross sections

Task 5: Geotechnical Engineering

Bolton & Menk has teamed with Braun Intertec to address the eastern half of the project that does not have geotechnical information. Braun will provide a geotechnical exploration and report to be included within the project bid package.

Task 6: Final Design

We will complete the detailed design of the proposed improvements consistent with MnDOT District 8 and Road Design Manual requirements and according to all state laws, rules, and regulations. The plans will follow the 2020 MnDOT Standard Specifications for Construction.

6.1 Final Design and Plan Submittals (60%, 95%, 100%)

We will produce independent, detailed, comprehensive construction plans for the project. Construction plan details will comply with MnDOT's Road Design Manual details and guidance while also remaining consistent with MnDOT trunk highway requirements. This task includes preparation of applicable plan sections such as

- Title sheet
- General layout
- Statement of estimated quantities
- Tabulations
- Typical sections/construction details
- Pavement design
- Existing conditions and utilities plans
- Removal plans
- Construction and grading plans
- Intersection details
- Drainage plans
- SWPPP
- Traffic control/detour plans
- Turf establishment and erosion control plans
- Signing and striping plans
- Lighting plans
- Cross sections

As required for TED funding eligibility, Bolton & Menk will complete and submit the following forms:

- MnDOT Plan Checklists
- Right-of-Way Certificate
- Utility Relocation Certificate Form
- Hydraulics Memo
- NPDES Permit

For lighting, we are assuming that two MnDOT style 9-40' poles will be required. These poles and system will be designed by Bolton & Menk with the contractor to install. It is expected that these lights will be maintained by MnDOT district staff and powered by Willmar utilities.

We will submit independent and separate final design plans and other documents for review at the following stages of completion:

- **60% Plan Review** – topography, utility plans, profiles, alignments, intersection layouts, drainage plans and report, typical sections, preliminary utility relocations, and engineer's estimate
- **95% Plan Review** – complete plan set, special provisions, and engineer's estimate
- **Final Plan Approval** – final design plans, project manual (specifications), and engineer's estimate for approval and signatures

6.2 Cost Estimates (60%, 95%, 100%)

Bolton & Menk will prepare a separate and detailed engineer's cost estimate for each location at each plan submittal. Quantities and costs will be split by agency, participating/non-participating items, and funding sources.

6.3 Specifications, Bidding Documentation, and Advertisement

We will prepare and assemble separate bidding documents including project specifications, instructions, bid proposal form, labor/wage requirements, and other needed attachments for each location.

6.4 Bidding Services

We will manage the advertisement of the job through an electronic bidding process of utilizing QuestCDN. Bolton & Menk will be on-call to answer any bidding questions that may arise during the process.

Task 6 Deliverables

60% plans, 95% plans, 100% plans, specifications, cost estimates, advertisement for bid, bidding services

Task 7: Wetlands and Permits

7.1 Wetland Delineation

Bolton & Menk will delineate nearby wetlands and complete a delineation report. The report will be approved by WCA and any TEP meeting that may be needed will be attended by Bolton & Menk. Wetland impacts will be categorized by types and coordinated for clearance.

Task 8: Construction Services

We understand the City of Willmar and EDC would like a turn-key project with full construction services provided. In addition, MnDOT District 8 has not completed a TED construction project in the past. Bolton & Menk will educate and guide all parties throughout the highly involved construction process. Based on the current grasp and status of the project, our numbers are assuming a full closure construction with detour, that would have a total construction duration of two months.

8.1 Construction Staking

Bolton & Menk will re-establish vertical and horizontal control in the project area. We will provide all construction staking duties with a one-day notice provided by the contractor. We will also provide preliminary construction staking to assist with relocating minor utilities (power, telephone, gas, etc.) and provide staking for relocation of storm sewer pipe and roadway improvements. We are assuming a full days survey presence once a week for the duration of the project.

8.2 Construction Administration

Bolton & Menk will dedicate a full-time construction contract person for this project. They will respond to any concerns, problems, or emergencies that may arise during construction and will be available 24/7. We are assuming 40-hour working days Monday-Friday in our construction numbers.

Expected construction administrative services include:

- A highly qualified full-time prime field observer during grading, storm sewer and roadway construction activities
- Direct coordination with property owners and the public to answer questions and work through construction related issues
- On-call observation during removal and restoration activities
- Daily and weekly reports
- Weekly on-site meetings with the Contractor and Owner
- Measurement and documentation of bid items for payment

8.3 Post Construction Services

Bolton & Menk will perform a field survey and obtain coordinate positions on the following items for “Record Drawing” preparation:

- Storm sewer structures
- Stormwater and ditch grades
- Lighting
- Street signs

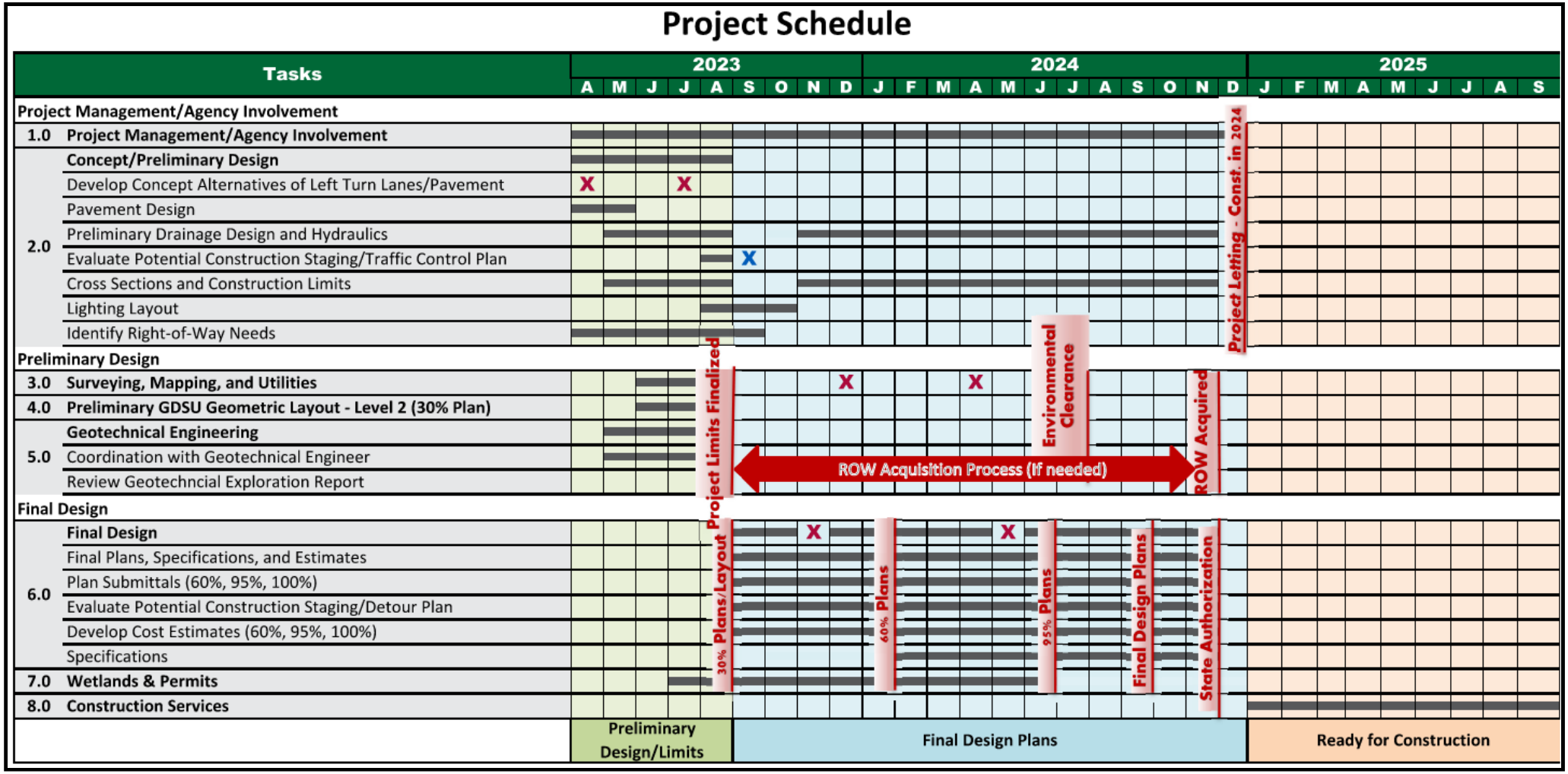
We will prepare record drawings using field located and surveyed coordinates. We will provide one electronic pdf copy of the record drawing document. If needed, we will re-establish removed or disturbed property boundary markers and prepare property boundary certificates of survey.

Task 9: Construction Materials Testing

The construction materials testing (CMT) services contract will be negotiated at a future date prior to commencement of construction once final scope and testing needs of the project is determined. These services will be provided by Braun Intertec.

Project Schedule

We have developed a schedule detailing the anticipated work tasks, task relationships, critical path timeline, deliverable due dates, and completion dates. This schedule is based on our review of the project background and our experience on other similar projects. The critical path is the R/W Acquisition process which MnDOT District 8 is requesting 16 months to complete. This 16-month duration includes initial contact and discussions, appraisals, offer and negotiations, and condemnation (if required). Upon selection, Bolton & Menk will work with city staff and other project partners to revise and update this schedule as needed to ensure successful delivery of this project.



Fee Proposal

The following table summarizes the hours and cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

We propose to complete the services identified in the above Scope of Services for an HOURLY NOT TO EXCEED fee of **$208,895**. The breakdown of those costs are as follows:

Detailed Cost Estimate

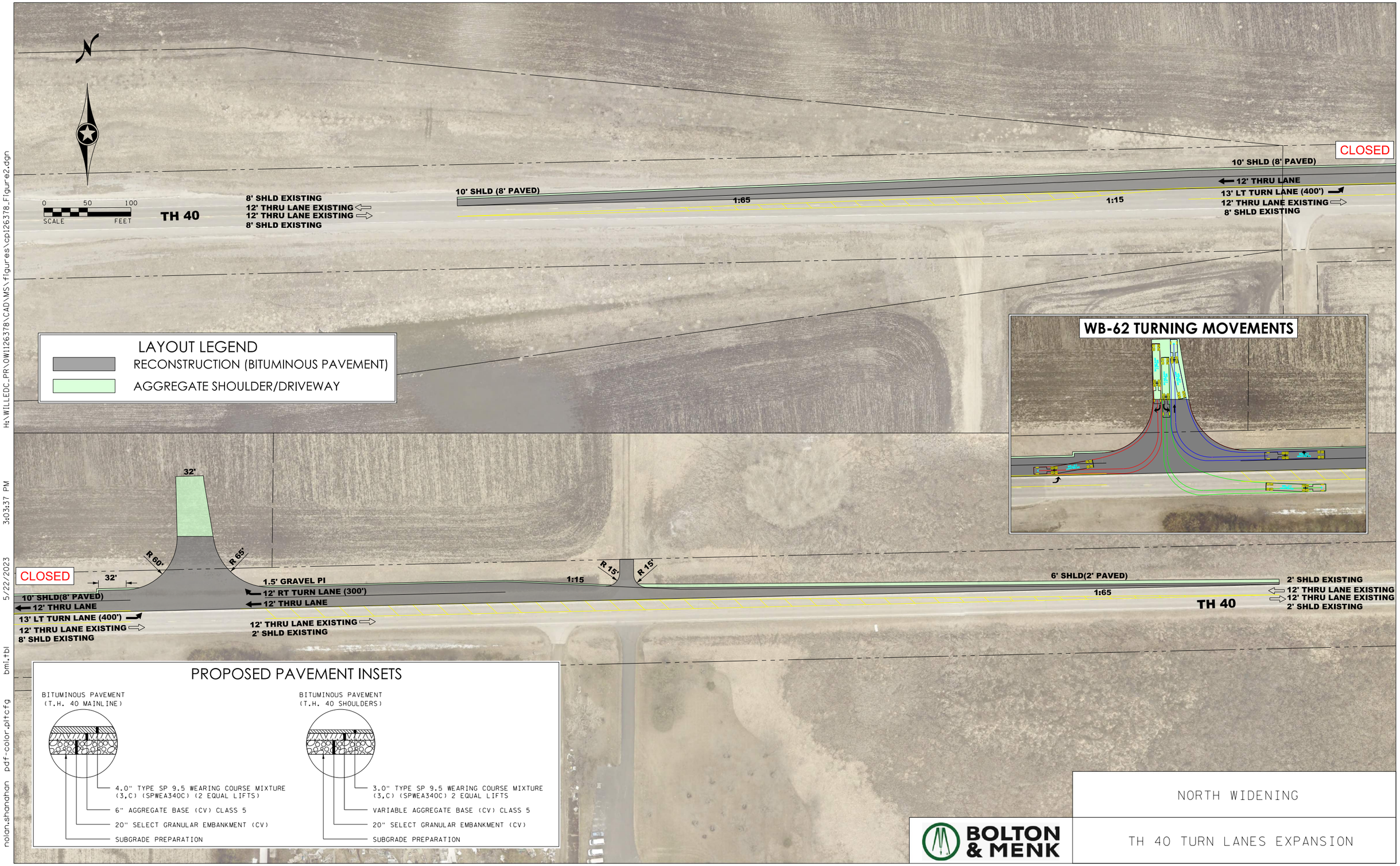
Client: Kandiyohi County and City of Willmar - Economic Development Commission Project: TH 40 Turn Lane Improvements		Bolton & Menk, Inc.									
Task No.	Work Task Description	Project Manager	Principal-in-Charge	Water Resources Engineer	Roadway Designer/Plan Production Lead	Traffic Lead	Wetland Specialist	Surveyor	Clerical	Total Hours	Total Cost
1.0	Project Management/Agency Involvement	34	18	2	4	5	0	0	6	69	$11,705
2.0	Concept/Preliminary Design	11	4	25	68	20	0	0	4	132	$19,460
3.0	Surveying, Mapping, and Utilities	2	0	0	6	0	0	80	0	88	$15,980
4.0	Preliminary GDSU Geometric Layout - Level 2 (30% Plan)	7	4	17	58	52	0	0	6	144	$21,340
5.0	Geotechnical Engineering	3	1	0	2	0	0	0	0	6	$995
6.0	Final Design	36	6	100	134	47	0	0	12	335	$49,595
7.0	Wetlands & Permits	5	0	10	0	0	91	0	0	106	$14,635
8.0	Construction Services	4	0	2	362	0	0	45	2	415	$60,185
	Total Hours	102	33	156	634	124	91	125	30	1295	
	Average Hourly Rate	$170.00	$205.00	$150.00	$140.00	$155.00	$135.00	$185.00	$100.00		
	Subtotal	$17,340	$6,765	$23,400	$88,760	$19,220	$12,285	$23,125	$3,000		
										BOLTON & MENK SUBTOTAL	$193,895
										SUBCONSULTANT (BRAUN INTERTEC): Geotechnical Exploration and Report	$8,500
										Estimated Construction Materials Testing (Task 9)	$6,500
										SUBTOTAL SUBCONSULTANT (BRAUN INTERTEC)	**$15,000**
	Total Fee										**$208,895**

We will submit invoices for payment monthly based on the time spent completing the tasks identified above. The City will only be invoiced for the time spent on the project. Any significant changes to the project scope initiated by the Owner may require an additional fee. Any additional fees will be billed at our Standard Hourly Rates. In addition, Bolton & Menk, Inc. is also willing to provide additional services which have not been mentioned above at our Standard Hourly Rates.

PRELIMINARY ENGINEER'S ESTIMATE OF CONSTRUCTION COST
S.P. XXX-XXX-XXX
T.H. 40 TURN LANE PROJECT
MAY 24, 2023

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	TOTAL ESTIMATED QUANTITY	TOTAL ESTIMATED COST
2021.501	MOBILIZATION	LUMP SUM	$50,000.00	1	$50,000.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$4.00	2,600	$10,400.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	$8.75	1,600	$14,000.00
2106.507	EXCAVATION - COMMON	CU YD	$24.00	2,650	$63,600.00
2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	$32.50	3,000	$97,500.00
2106.507	COMMON EMBANKMENT (CV)	CU YD	$8.00	1,750	$14,000.00
2108.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	$2.50	4,600	$11,500.00
2118.507	AGGREGATE SURFACING (CV) CLASS 5	CU YD	$50.00	113	$5,650.00
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	$46.00	1,000	$46,000.00
2232.504	MILL BITUMINOUS SURFACE (1.5")	SQ YD	$2.00	7,500	$15,000.00
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	$105.00	2,125	$223,125.00
2501.606	STORM SEWER/CULVERTS	LUMP SUM	$20,000.00	1	$20,000.00
2545.501	LIGHTING SYSTEM	LUMP SUM	$25,000.00	1	$25,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	$15,000.00	1	$15,000.00
2573.602	EROSION CONTROL	LUMP SUM	$10,000.00	1	$10,000.00
2575.605	TURF ESTABLISHMENT	ACRE	$10,000.00	1.5	$15,000.00
2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	$2.00	2,300	$4,600.00
2582.503	24" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	$17.00	800	$13,600.00
2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	$3.50	4,600	$16,100.00
SUBTOTAL					**$670,075.00**
CONTINGENCY		15%			$100,511.25
TOTAL CONSTRUCTION					**$770,586.25**
DESIGN, ENGINEERING, AND CONSTRUCTION ADMINISTRATION					$208,895.00
ANTICIPATED RIGHT OF WAY ACQUISITION FEES (ADMINISTRATION COMPLETED BY MNDOT)					$30,000.00
TOTAL PROJECT COST					**$1,009,481.25**
TED ELIGIBLE COSTS					
TOTAL CONSTRUCTION					$770,586.25
CONSTRUCTION ADMINISTRATION REIMBURSEMENT (8%)					$61,646.90
ESTIMATED RIGHT OF WAY ACQUISITION					$30,000.00
TOTAL					**$862,233.15**
LOCAL FUNDS					**$147,248.10**

BOLTON & MENK
Real People. Real Solutions.



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395 John Ireland Blvd.
Saint Paul, Minnesota 55155

November 14, 2022

Aaron Backman
Executive Director
Kandiyohi County and City of Willmar Economic Development Commission
222 - 20th Street Southeast
Post Office Box 1783
Willmar, Minnesota 56201

Re: **2022 Transportation and Economic Development (TED) Program Funding Award**

Dear Mr. Backman,

Congratulations, the Highway 40 Turn Lane/Acceleration Lane for the Realm5 Logistics Park Project has been selected to receive funding through the Transportation Economic Development program.

The project has been approved to receive up to a maximum of $900,000 for trunk highway fund eligible expenses, subject to the MnDOT cost participation policy and Minnesota Statutes 174.12. This award maximum exceeds your request due to concerns around the design alternatives that will best meet the public needs and a recognition that the final design may cost more than the amount assumed in your application.

This award is conditional as follows:

1. The applicant must work with the MnDOT District 8 Office to assess the benefits of optional design alternatives that achieve optimum safety and performance benefits.
2. The project must be let by the end of Calendar Year 2024, unless otherwise approved by the MnDOT District Project Manager.
3. The TED contribution toward the cost of the project is capped. The applicant accepts responsibility for the balance of funding necessary to deliver the project.
4. As stated in the 2022 TED Solicitation Notice, this award will provide funding up to 70% of the total transportation infrastructure cost or the maximum allowable share as determined by MnDOT's cost participation. This award is also contingent upon completion of a development agreement for the Realm5 Agricultural Distribution Complex.
5. The TED funding is a MnDOT contribution toward the project.
6. MnDOT will not consider requests for additional funding for this project under future TED solicitations.
7. The offer of funding under this program does not waive any of the required project approvals. Should all necessary approvals not be obtained, MnDOT will withdraw this grant.
8. The applicant agrees to work with MnDOT district officials to create and regularly update a schedule of project development activities in MnDOT's Project Management System, including plan approvals and a cooperative construction agreement.
9. The project must be developed under the direction of an engineer licensed in the State of Minnesota.
10. In order to help determine the effectiveness of the TED program, the applicant agrees to provide an annual report on the economic benefits that have materialized such as employment, increases in tax base and property development for a period of five years post completion.

All program grantees will need to continue to work with MnDOT to ensure a successful project delivery. Please work with Megan DeSchepper, District 8 Planning Director.

We look forward to assisting you throughout the project development process. If you have any questions, please contact Jim Flaaen, at james.flaaen@state.mn.us.

Congratulations to you and your staff for developing an approach to address your community transportation needs and economic development opportunities.

Sincerely,

Nancy Daubenberger, P.E.
Commissioner

cc: Jon Huseby, District Engineer, MnDOT District 8
Todd Broadwell, State Aid Engineer, MnDOT District 8
Susan Karnowski, Assistant District Engineer, MnDOT District 8
Megan DeSchepper, Planning Director, MnDOT District 8
Robin Sylvester, Office of Financial Management, MnDOT
Ed Idzorek, Office of Transportation System Management, MnDOT
Brian Gage, Office of Transportation System Management, MnDOT
Philip Schaffner, Office of Transportation System Management, MnDOT
James Flaaen, Office of Transportation System Management, MnDOT
Malaki Ruranika, Office of Project Management and Technical Support, MnDOT
Jeremy LaCroix, Minnesota Department of Employment and Economic Development
The Honorable Andrew Lang, Minnesota State Senator
The Honorable Dave Baker, Minnesota State Representative

Equal Opportunity Employer

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	10.I.
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:	Introduce Ordinance and Set Public Hearing Date for WMU Land Sale		

RECOMMENDED ACTION:
Staff recommends that Council set the public hearing date for the WMU Land Sale

OVERVIEW:
WMU initially thought this land would accommodate their expansion, but recent studies have shown that this site is no longer feasible for their plans. WMU has elected to sell the property.

BUDGETARY/FISCAL ISSUES:
None

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Purchase Agreement- 810 Litchfield Ave SW- 05222023 (Buyer Signed Copy_
2. Ordinance Approving Land Sale to Chaw's Asian Market

COMMERCIAL PROPERTY PURCHASE AGREEMENT

This Commercial Property Purchase Agreement is made this 22nd day of May 2023, by and between Chaw's Asian Market, LLC, hereinafter referred to as "Buyer", and the Willmar Municipal Utilities Commission, an instrumentality of the City of Willmar, Minnesota, 700 SW Litchfield Avenue, Willmar, MN 56201, hereinafter referred to as "Seller."

RECITALS

1. Seller is the owner of certain real estate, improvements, personal property, and leases (collectively, the "Property") located in the city of Willmar, Kandiyohi County, Minnesota:

   a. **Real Property.** Real Property consisting of four parcels identified in the Kandiyohi County Assessor's Office as Parcel Nos. 95-003-3820, 95-003-3830, 95-003-3840, and 95-003-9860 and as legally described on the attached Exhibit A (the "Land").

   b. **Improvements.** All buildings and improvements constructed or located on the Land (the "Improvements").

   c. **Personal Property.** All of the fixtures, if any, situated in or about the Property owned by Seller and relating to the use and operation of the Property ("Personal Property").

   d. **Leases.** Seller holds interests in and rights and responsibilities under leases relating to the Property which will remain in effect after the Closing, specifically including the following residential leases for units in the building on the Property ("Leases"):

      1) Residential Lease for Apartment #1 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated September 2, 2015;

      2) Residential Lease for Apartment #2 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated May 4, 2023;

      3) Residential Lease for Apartment #3 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated August 5, 2019;

      4) Residential Apartment #4 is vacant.

2. Buyer desires to acquire Seller's interest in the Property, including the Leases, by voluntary sale.

3. Seller is willing to sell its interest in the Property "as is" without making any representations or warranties as to the condition of the Property or its suitability to Buyer's purposes.

AGREEMENT

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

1. Offer/Acceptance. Buyer agrees to purchase and Seller agrees to sell the Property under the terms and conditions set forth in this Agreement.

2. Purchase Price. The purchase price for the Property shall be Two Hundred Eighty Thousand Dollars ($280,000.00), payable as follows:

   a. One thousand Dollars ($1,000.00) as earnest money ("Earnest Money"), which Earnest Money shall be held by Seller, the receipt of which Seller hereby acknowledges; and

   b. The balance, Two Hundred Seventy-Nine Thousand Dollars ($279,000.00), by check or wire to be paid on the Closing Date.

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

4. Seller's Reserved Interests; Restrictions and Covenants. Seller's conveyance of the Property to Buyer shall be subject to interests reserved to the Seller and restrictions and covenants as follows:

   a. None.

5. Closing Date. The closing shall take place at the Buyer's offices at 700 SW Litchfield Ave, Willmar, Minnesota 56201, or at such other place as may be agreed to mutually by the parties, on a date mutually agreed to by the parties, but no later than thirty (30) days after the Inspection/Due Diligence Period described in Section 12 has expired or is waived in writing by Buyer, subject to extension for title curative matters pursuant to Section 9 (the "Closing Date"). Seller agrees to deliver possession of the Property to Buyer on the Closing Date subject to the rights of tenants under the Leases.

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

a. Quit Claim Deed. A duly executed quit claim deed, conveying the entirety of Seller's interest in the Property to Buyer.

b. Seller's Affidavits. Seller shall provide a standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Section 9 of this Agreement.

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

d. Original Documents. To the extent reasonably available to Seller or Manager, original copies of the Leases, the Permits, Warranties, Plans and Records.

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

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

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

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

8. Contingencies.

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

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

ii. The Inspection Period described in Section 12, shall have expired without Buyer's termination of the Purchase Agreement.

iii. Buyer has obtained financing or otherwise obtained funds sufficient to enable it to pay the Purchase Price.

iv. The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Buyer. If any approval as provided

herein is not obtained by the Closing Date, this Agreement shall be null and void, and in this event, Seller may retain the earnest money paid by Buyer.

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

i. The Municipal Utility Commission of the City of Willmar shall approve the sale of the Property to Buyer consistent with the terms of this Agreement subject to the veto authority of the City Council of the City of Willmar.

ii. The City Planning Commission shall review the sale and provide a recommendation on the proposed conveyance as required by City Charter, Section 4.02, subd. 8.

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

iv. Buyer shall have performed all of its obligations required to be performed by Buyer under this Agreement as and when required under this Agreement.

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

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

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

c. Real Estate Taxes and Special Assessments. General real estate taxes and installments of special assessments payable therewith payable in the year prior to the year of Closing and all prior years will be paid by Seller. General real estate taxes and installments for special assessments payable in the year of closing shall be prorated such that Seller shall pay such portion of such taxes and assessments attributable to the period beginning

on January 1 of the year in which the Closing Date takes place, and continuing through and including the Closing Date and Buyer shall pay such portion of such taxes attributable to the period beginning on the first day after the Closing Date takes place. If general real estate taxes due and payable during the year in which the Closing Date takes place have not yet been determined as of the Closing Date, Buyer and Seller shall prorate based on the last tax statement available.

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

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

f. Rent. All rent owed under each of the residential leases shall be paid as provided in each lease to Seller until the Closing Date. All rent owed under the residential leases after the Closing Date shall be payable to Buyer. There will be no proration of the rent due under the residential leases. Buyer shall provide notice to tenants of this change to the payment of rent and form of payment.

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

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

a. Title Commitment. Buyer may at any time during the Inspection Period, obtain at its sole cost and expense, a title commitment ("Title Commitment") covering the Property and binding the title company ("Title Company") to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the purchase price hereunder. Within thirty (30) days of the effective date of this Agreement, Seller shall deliver to Buyer one or more Abstracts of Title, if the same are in Seller's possession, covering all parcels that make up the Property.

b. Objections. Within fifteen (15) business days after delivery of the Title Commitment to Buyer from its Title Company, Buyer may deliver to Seller such written objections as Buyer may have to the form and content contained therein. Seller shall make commercially reasonable efforts to satisfy such objections prior to the Closing Date.

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

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

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

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

(3) Matters contained in any title commitment or survey which Buyer is in possession of and for which Buyer does not make any objection to or waives any objection to and proceeds to closing on the Property.

(4) The following Leases as listed above:

1) Residential Lease for Apartment #1 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated September 2, 2015;

2) Residential Lease for Apartment #2 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated May 4, 2023;

3) Residential Lease for Apartment #3 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated August 5, 2019;

4) Residential Apartment #4 is vacant.

11. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and any currently-maintained insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief, provided, that Seller will not enter into any new leases, or renew any lease terms (other than on a month-to-month basis), or modify or terminate any lease, or accept the surrender of any leased premises, without the written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

12. Damage. If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement shall terminate. In the event Buyer does not terminate this Agreement during the said fifteen (15) day period, Seller shall have the right, during the succeeding five (5) day period to terminate this Agreement by giving written notice thereof to Buyer. In the event either Buyer or Seller so terminates this Agreement, the parties will have no further obligations under this Agreement and any Earnest Money, together with any accrued interest, shall be refunded to Buyer.

13. Inspection/Due Diligence Period. Buyer shall have thirty (30) days from the effective date of this Purchase Agreement, subject to a reasonable extension if necessary pursuant to Section 13.c. below (the "Inspection/Due Diligence Period"), to (i) conduct such surveys, reviews, inspections and tests of the Property as Buyer in its sole discretion deems necessary or advisable, (ii) conduct a Phase I environmental site assessment of the Property and, if recommended in the Phase I assessment, a Phase II environmental site assessment of the Property, and (iii) obtain such federal, state and local governmental approvals and permits as Buyer in its sole discretion deems necessary or advisable for Buyers proposed development and use of the Property. Such inspection/due diligence by Buyer shall include, but not necessarily be limited to, the following:

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

b. If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Purchase Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and in such case, any Earnest Money shall be promptly refunded to Buyer. For purposes of this Section, objectionable information or conditions means: (1) that the item or component being inspected is not fit for its intended purpose, that it is in violation of a public law, code or regulation, that it needs replacement, cleaning, repairs or service, or that it is missing essential parts; or, (2) that an environmental condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, noise or vibration) exists at levels that are unacceptable to Buyer. However, an item or component is not in objectionable condition if its only imperfections are cosmetic or signs of wear and tear or diminished effectiveness associated with an item or component of its age, or because it is not new or perfect, or because it is legally nonconforming under current law.

c. In the event that the Phase I environmental site assessment of the property conducted by Buyer recommends that a Phase II environmental site assessment of the property be completed, the parties shall agree to extend of the Inspection/Due Diligence Period as reasonably necessary to allow such Phase II environmental site assessment to be completed, and any other applicable time periods established herein shall be extended by the same amount of time as the Inspection/Due Diligence Period extension.

14. Purchase "As-Is". Subject to Buyer's right to terminate this Agreement during the Inspection/Due Diligence Period (Section 12), Buyer agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or uncontemplated,

suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated or will migrate from or to the Property.

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

> "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., and the Minnesota Environmental Response and Liability Act, all as amended from time to time, and any other federal, state, local or other governmental code, statute, regulation, rule, law, permit, consent, license, order or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and
>
> "Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.
>
> "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

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

If to Buyer: John Harren, General Manager
Willmar Municipal Utilities
700 SW Litchfield Ave
Willmar, MN 56201

If to Seller: _____
_____

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

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

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

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

19. Remedies. If Buyer defaults under this Agreement and fails to cure such default within thirty (30) days after receipt of written notice from Seller identifying such default, then Seller has the right to immediately terminate this Agreement and retain the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement and fails to cure such default within thirty (30) days after receipt of written notice to from Buyer identifying such default, then Buyer has the right to immediately terminate this Agreement and have the Earnest Money returned to it. The termination of this Agreement will be Buyer's sole remedy for default by Seller, and Seller will not be liable for damage.

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

21. Miscellaneous:

a. The information contained in any rent roll to be made available to Buyer, and all other information concerning written leases and any tenancies in the Property not arising out of written leases, will be accurate as of the date set forth therein, or if no date is set forth therein, as of the Closing Date. There are no leases or tenancies for any space in the Property other than those set forth in said rent roll and other documents provided to Buyer and no renewal or extension options have been granted to tenants other than as set forth in said leases. The rents set forth are being collected on a current basis and there are no arrearages in excess of one (1) month. No tenant is entitled to rental concessions or abatements for any period subsequent to the Closing Date, and Seller is aware of no claim by any tenant that it is entitled to an offset against or abatement of any rent. No action or proceeding instituted against Seller by any tenant of the Property is presently pending in any court. The accounting for security deposits (and interest thereon) provided by Seller to Buyer is accurate and there are no security deposits other than those set forth thereon. Security deposits shall be conveyed by check to Buyer at closing and shall thereafter be maintained by Buyer consistent with applicable law.

b. With respect to each of the Leases in effect on the Closing Date, Buyer and its successors and assigns shall not, for a period of six (6) months from the Closing Date or for the term of the respective residential lease agreement, whichever is longer, do any of the following:

(1) Increase the rent owed under any Lease in effect on the Closing Date, including any month-to-month lease agreements, by more than fifteen percent (15%);

(2) Substantively modify the terms of any residential lease agreement, including any month-to-month lease agreements; or

(3) Terminate any residential lease agreement in effect on the Closing Date, including any month-to-month lease agreements, unless valid grounds exist for the termination of the tenancy pursuant to a violation of the lease agreement.

This provision will survive and be in full force and effect after the Closing, and shall not be deemed to have merged into any of the Closing Documents. Seller may enforce this provision by initiating an action in Kandiyohi County District Court.

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

BUYERS:

CHAW'S ASIAN MARKET, LLC.

By: Ya Chaw

By: Hteh Hteh HtaRue

SELLER:

WILLMAR MUNICIPAL UTILITIES COMMISSION

By: Bruce DeBlieck, President

By: John Harren, General Manager

EXHIBIT A
LEGAL DESCRIPTION

Legal Description for Parcel Nos. 95-003-3820 and 95-003-3830:

Lots 6, 7, 8 and 9, except the westerly 22 feet of Lot 9 measured to a line parallel with the west line of said Lot 9, all in Block 34 of the Original Town of Willmar, Kandiyohi County, Minnesota.

Legal Description for Parcel Nos. 95-003-3840 and 95-003-3860:

The Westerly 22 feet of Lot 9 measured to a line parallel with the West line of said Lot 9 and all of Lots 10, 11 and 12 of Block 34 of the Original Plat of the Town (now City) of Willmar, Kandiyohi County, Minnesota.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY TO CHAW'S ASIAN MARKET , LLC

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

Section 1. AUTHORIZATION OF SALE. Finding it to be in the best interests of the City of Willmar, the Willmar City Council hereby authorizes the sale and conveyance of real property legally defined as

Legal Description for Parcel Nos. 95-003-3820 and 95-003-3830:

Lots 6, 7, 8 and 9, except the westerly 22 feet of Lot 9 measured to a line parallel with the west line of said Lot 9, all in Block 34 of the Original Town of Willmar, Kandiyohi County, Minnesota.

Legal Description for Parcel Nos. 95-003-3840 and 95-003-3860:

The Westerly 22 feet of Lot 9 measured to a line parallel with the West line of said Lot 9 and all of Lots 10, 11 and 12 of Block 34 of the Original Plat of the Town (now City) of Willmar, Kandiyohi County, Minnesota.

To Chaw's Asian Market, LLC by quit claim deed pursuant to the terms and conditions of sale set forth in a certain Purchase Agreement between the City and Willmar Poultry Innovations, LLC.

Section 2. EFFECTIVE DATE. This ordinance shall take effect after its adoption and second publication.

Passed by the City Council of the City of Willmar this ____ day of June, 2023.

ATTEST:

_____ _____

Judy Thompson, City Clerk Doug E Reese, Mayor

VOTE: ___ ASK ___ ASMUS ___ BUTTERFIELD ___ DAVIS

___ FAGERLIE ___ NELSEN ___ O'BRIEN ___ SHULDES

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	10.J.
Agenda Section:	Regular Business	**Originating Department:**	Planning and Development
Resolution:	No	**Prepared By:**	Justice Walker, Planning and Development Director
Ordinance:	Yes	**Presented By:**	Justice Walker, Planning and Development Director
Item:	Introduce Ordinance and Set Public Hearing Date for GB-2 Rezone		

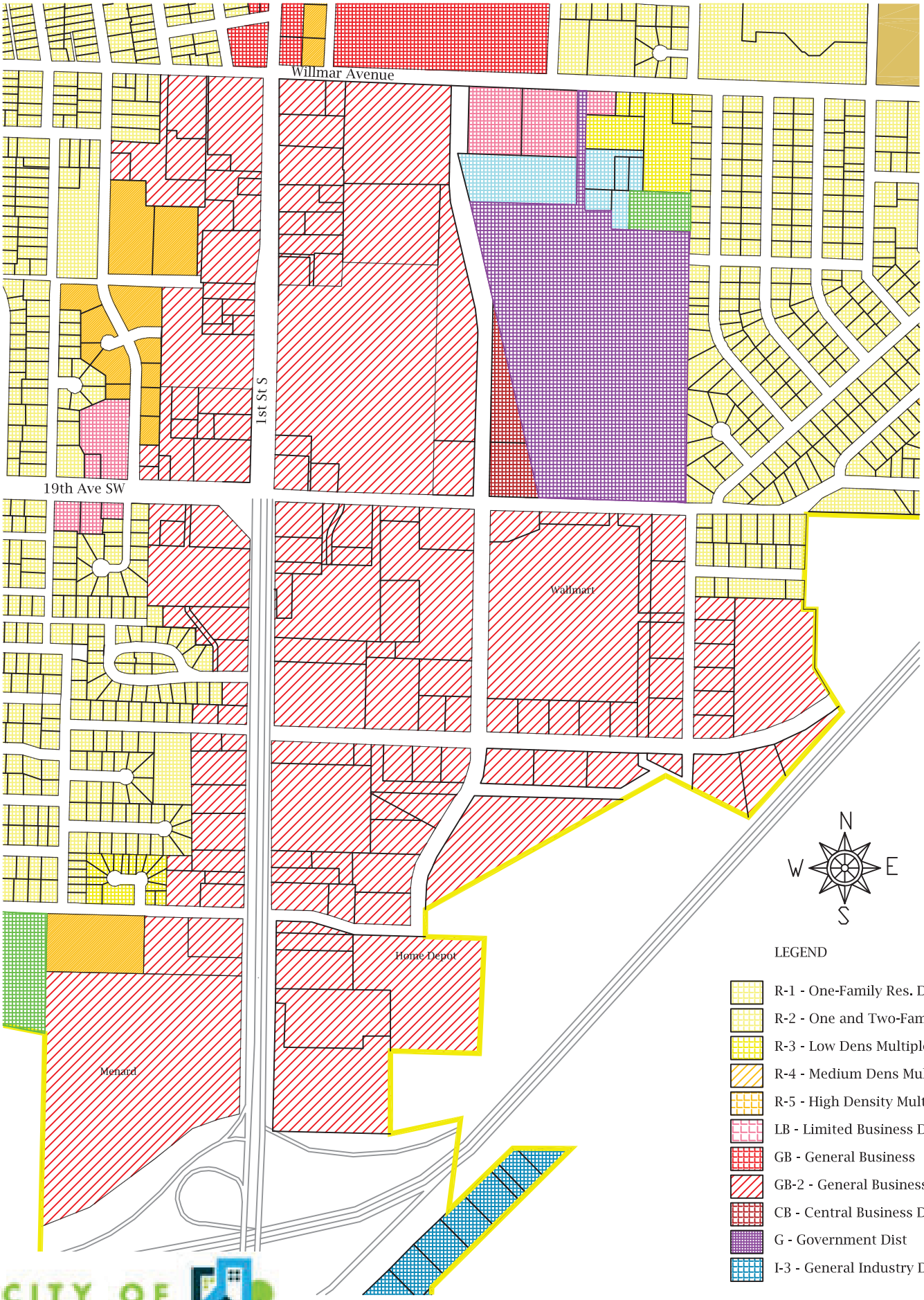
RECOMMENDED ACTION:
Staff recommends setting a public hearing date for the rezoning of General Business District 2 for June 20, 2023.

OVERVIEW:
Planning Commission has reviewed establishing a General Business 2 District and recommends changes to Ordinance 1060 section 6 and the zoning map as presented.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. GB 2 Map
2. GB 2 Ordinance



CITY OF Willmar

ZONING PROPOSAL MAP - GB-2

Existing Districts and new one

R-1: One-Family Residential District

R-2: One and Two-family Residential District

R-3: Low Density Multiple Family Residential District

R-4: Medium Density Multiple Family Residential District

R-5: High Density Multiple Family Residential District

LB – Limited Business District

GB – General Business District

GB II – General Business District II

CB – Central Business District

SC – Shopping Center District

I-1 - Limited Industry District

I-2 – General Industry District

P – Park District

G – Government / Institutional District

PROPOSED AMENDMENT TO ORDINANCE 1060, SECTION 06

Q. GB-2. GENERAL BUSINESS DISTRICT-2

1. Permitted Uses. Only the following uses shall be permitted outright:

Alterations / Tailor Shop	Music stores	Fraternal / service clubs
Appliance sales and service	Office supplies stores	Hotels / motels
Art studios, including sale of prints and supplies	Offices, business and professional	Livestock feed sales
Athletic / recreation facilities	Parking	Lumber yards (including misc. building materials)
Automobile / light truck sales and service	Pet stores	Mini-storage businesses
Automobile / truck parts and supplies sales	Photo processing business	Multi-businesses building and complexes
Bait and tackle stores	Photo studios, including the sale of photographic supplies	Multiple-family dwelling units as a secondary use in a business structure
Bakeries	Printing shops	Nurseries, greenhouses
Banks / financial institutions	Schools and colleges	Plastering / drywall contractors shops
Bicycle sales and service	Shoe stores	Plumbing / heating / air conditioning / refrigeration / ventilation contractors shops
Broadcasting studios	Small engines sales and service	Restaurants (including night clubs and fast foods)
Carpet / floor covering stores	Sporting goods stores	Roofing contractors shops
Churches	Tanning parlors	Seasonal businesses
Clothing stores	Tattoo parlors	Sheet metal contractors shops
Commercial day nurseries or schools	Theaters	Sign contractors shops

Computer / electric equipment sales and service	Tire sales and service	Supermarkets / grocery stores (including convenience stores w/o gas sales)
Drug stores / pharmacies	Toy stores	Truck sales and service
Employment agencies	Veterinary clinics	Water conditioning contractors shops
Fabric stores	Video stores	Welding shops
Farm supplies sales	Welding supply stores	Family recreation
Flower shops	Essential services and public uses	
Funeral homes / crematoriums	Brew pubs	Brewer taprooms
Furniture stores	Armories, convention halls, auditoriums	
Glass sales / service	Building contractors shops	
Hair care (barbers, beauty shops, salons etc)	Bus terminals	
Hardware stores	Businesses s/drive up facilities	
Laundromats	Car washes	
Liquor sales, on and off.	Department stores	
Medical / dental clinics	Discount stores	
Motorcycle / snowmobile / boat sales and services	Electrical contractors shops	
Museums	Fertilizer sales	

2. Permitted Uses With Plan Review. The following uses are permitted provided plans are submitted to and approved by the Zoning Administrator and the Planning Commission, subject to such conditions as they may attach thereto:

   a. Planned unit developments.
   b. Multi-family dwelling structures (Ordinance 1461/2021)
   c. Amusement
   d. Malls

3. Conditional Uses. The following uses are permitted upon the granting of a

conditional use permit by the Planning Commission, subject to such conditions as they may attach there to::

a. Adult entertainment uses, as regulated in Section 3.Q.

b. Flammable gas/liquid sales and storage (including gas stations and convenience stores with gas sales).

~~c. Planned unit developments.~~

d. Recycling transfer stations.

~~e. Brewer taprooms. (Ordinance 1355/2014)~~

~~f. Multi-family dwelling structures (Ordinance 1461/2021)~~

4. Permitted Accessory Uses. The following accessory structures or uses of land shall be permitted:

a. Detached storage or accessory buildings.

5. Lot Area, Width, and Setback Requirements. Thefollowing standards shall be the minimum requirements for development in the "GB" District:

a. Lot Area (square feet)	~~15.000~~ 20.000
b. Lot Width (feet)	100
c. Setbacks (feet)	
Front (r/w)	25*
Rear	10
Side, interior	10
Side, street (r/w)	25*

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

ORDINANCE NO.

AN ORDINANCE AMENDING NO. 1060 KNOWN AS THE WILLMAR ZONING ORDINANCE BY AMENDING SECTION 6 TO CREATE SECTION 6.R

The City Council of City of Willmar does ordain as follows:

SECTION 4. Ordinance 1060 is hereby amended by adding a new SECTION 6.R. so as to read as follows:

R. GB-2. GENERAL BUSINESS DISTRICT-2

1. Permitted Uses. Only the following uses shall be permitted outright:

Alterations / Tailor Shop	Music stores	Fraternal / service clubs
Appliance sales and service	Office supplies stores	Hotels / motels
Art studios, including sale of prints and supplies	Offices, business and professional	Livestock feed sales
Athletic / recreation facilities	Parking	Lumber yards (including misc. building materials)
Automobile / light truck sales and service	Pet stores	Mini-storage businesses
Automobile / truck parts and supplies sales	Photo processing business	Multi-businesses building and complexes
Bait and tackle stores	Photo studios, including the sale of photographic supplies	Multiple-family dwelling units as a secondary use in a business structure
Bakeries	Printing shops	Nurseries, greenhouses
Banks / financial institutions	Schools and colleges	Plastering / drywall contractors shops
Bicycle sales and service	Shoe stores	Plumbing / heating / air conditioning / refrigeration / ventilation contractors shops

Broadcasting studios	Small engines sales and service	Restaurants (including night clubs and fast foods)
Carpet / floor covering stores	Sporting goods stores	Roofing contractors shops
Churches	Tanning parlors	Seasonal businesses
Clothing stores	Tattoo parlors	Sheet metal contractors shops
Commercial day nurseries or schools	Theaters	Sign contractors shops

Computer / electric equipment sales and service	Tire sales and service	Supermarkets / grocery stores (including convenience stores w/o gas sales)
Drug stores / pharmacies	Toy stores	Truck sales and service
Employment agencies	Veterinary clinics	Water conditioning contractors shops
Fabric stores	Video stores	Welding shops
Farm supplies sales	Welding supply stores	Family recreation
Flower shops	Essential services and public uses	
Funeral homes / crematoriums	Brew pubs	Brewer taprooms
Furniture stores	Armories, convention halls, auditoriums	
Glass sales / service	Building contractors shops	
Hair care (barbers, beauty shops, salons etc)	Bus terminals	
Hardware stores	Businesses s/drive up facilities	
Laundromats	Car washes	
Liquor sales, on and off.	Department stores	
Medical / dental clinics	Discount stores	
Motorcycle / snowmobile / boat sales and services	Electrical contractors shops	
Museums	Fertilizer sales	

2. Permitted Uses With Plan Review. The following uses are permitted provided

plans are submitted to and approved by the Zoning Administrator and the Planning Commission, subject to such conditions as they may attach thereto:

a. Planned unit developments.
b. Multi-family dwelling structures (Ordinance 1461/2021)
c. Amusement
d. Malls

3. Conditional Uses. The following uses are permitted upon the granting of a conditional use permit by the Planning Commission, subject to such conditions as they may attach there to::

a. Adult entertainment uses, as regulated in Section 3.Q.
b. Flammable gas/liquid sales and storage (including gas stations and convenience stores with gas sales).
c. ~~Planned unit developments.~~
d. Recycling transfer stations.
e. ~~Brewer taprooms. (Ordinance 1355/2014)~~
f. ~~Multi-family dwelling structures (Ordinance 1461/2021)~~

4. Permitted Accessory Uses. The following accessory structures or uses of land shall be permitted:

a. Detached storage or accessory buildings.

5. Lot Area, Width, and Setback Requirements. The following standards shall be the minimum requirements for development in the "GB" District:

a. Lot Area (Square feet)	20,000
b. Lot Width (feet)	100
c. Setbacks (feet)	
Front (r/w)	25*
Rear	10
Side, interior	10
Side, street (r/w)	25*

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

EFFECTIVE DATE. This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member:_____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

City of Willmar

City Council Action Request

Council Meeting Date:	June 5, 2023	**Agenda Item Number:**	10.K.
Agenda Section:	Regular Business	**Originating Department:**	Planning and Development
Resolution:	No	**Prepared By:**	Justice Walker, Planning and Development Director
Ordinance:	Yes	**Presented By:**	Justice Walker, Planning and Development Director
Item:	Introduce Ordinance and Set Public Hearing Date to Remove Parking Minimums		

RECOMMENDED ACTION:
Staff recommends setting the public hearing date for chnages to section 4 of the City's Planning Ordinances for June 20. 2023.

OVERVIEW:
The City's parking minimums have become outdated, and are more of a barrier to investment than a way to ensure sound development. Staff have received multiple variance requests to get under the parking minimums. The Zoning Board of Appeals has approved multiple parking variances over the years. This pattern of variance requests highlights the need to remove our parking minimums and let developers and staff determine what is needed on a case by case basis.

BUDGETARY/FISCAL ISSUES:
None

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Parking Regulations
2. Parking Ordinance

SECTION 4: OFF-STREET PARKING AND LOADING

A. OFF-STREET PARKING

1. General - The off-street parking requirements of this Ordinance shall apply to all buildings, structures, and uses of land constructed, established, or authorized after the adoption of this Ordinance.

2. Exempt- The following areas in the Central Business District (CBD) are exempt from parking and loading regulations:

Area 1: The area bounded by the T.H. 12 By-Pass on the north; 2nd Street SW on the east; Trott Avenue on the south; and 6th Street SW on the west; and

Area 2: The area bounded by the T.H 12 By-Pass on the south and east; the BN RR on the north; and 7th Street SW on the west.

3. Surfacing and Drainage - Off-street parking areas for all commercial, industrial, and multi-family residential developments shall be paved with a permanent concrete, bituminous, or reasonable substitute surface, subject to approval by the Zoning Administrator and City Engineer. Such areas shall be graded and drained to dispose of all surface water accumulation within the parking area by storm sewer where available.

a. All parking surfacing shall use at least 20% of permeable pavement.

4. Landscaping- Commercial, industrial, institutional, and multi-family residential developments which include off-street parking as a part of the overall project shall provide landscaping within or adjacent to the parking are in accordance with Section 3.P. of this Ordinance.

a. All parking lots shall provide at least one tree per each four parking lot, location is subject of Planning and Development Department approval.

5. Location- All accessory off-street parking facilities required by this Ordinance shall be subject to the following regulations:

a. Parking spaces required by this Ordinance shall be located on the same property as the principal use served. In the case of shared use of parking, parking spaces can be located in other property, according to XXXX.

b. There shall be no off-street parking areas within *ten (10)* fifteen (15) feet of any right-of-way.

c. In R-1 and R-2 Districts, no off-street parking shall be permitted, except upon such driveways as conform to Section 4.A.5.g. (Ordinance 1288/2009)

d. *Parking on* residential lots (R-2 to R-5) or parcels adjacent to Limited or General Business use *is* subject to plan approval by the *Planning Commission* Zoning

Administrator. Such parking shall adhere to all setback requirements and shall be screened from adjacent residential districts or uses.

e. No driveway or off-street parking area shall be located closer than five (5) feet from an adjacent side or rear lot line in residential areas, or ten (10) feet in multi-family residential, commercial, or industrial districts. In R-1 and R-2 districts where older narrower (fifty [50]) foot) lots still exist and such setbacks are impractical, this requirement will not apply. In any instance where the five (5) foot setback is not maintained, the driveway/parking area shall be constructed so as to direct runoff away from the side and rear lot lines adjacent properties.

f. No direct access rows of parking spaces onto public streets or alleys shall be permitted. Internal isles shall be provided.

g. All driveways and parking areas in residential districts shall be paved with a permanent concrete, bituminous or reasonable substitute surface, subject to approval of the Zoning Administrator and City Engineer, with the drainage from such surfaces directed towards the storm sewers and/or (preferably) the property's green space, but so as to not negatively impact neighboring homes or properties. Driveways shall not occupy more than 30% of the area within the minimum building setbacks from the street(s), nor shall they, within those setbacks, lie between the residence or residence portion of the structure and the street, except for a maximum of 3' width extension for service as a sidewalk. (Ordinance 1288/2009). In CBD, where off-street surface parking is provided it shall be setback 5' (five feet) from all street rights-of-way (see Section 3.P.). Surface parking shall be located at least 40' (forty feet) from any street intersection. (Ordinance 1382/2016)

6. Existing - Such spaces existing on the effective date of this Ordinance shall not be reduced in number unless said number exceeds the requirements set forth herein.

7. Standards & Design -

a. Approval - All parking lot layouts shall be subject to the final approval of the City Engineer and the Planning Commission Zoning Administrator.

b. Design- The design of off-street parking areas shall be based on sound and accepted engineering design principals, and shall be safe, practical, and logical layouts.

c. Lighting- All parking lots accessory to the following uses shall be lighted:

- All business and industrial uses.
- Multi-family dwellings of eight (8) or more units in R-4 and R-5 districts.

d. Screening - Off-street parking areas for commercial, industrial, and multi-family residential uses shall be screened from adjacent residential uses. Such

screening shall be included as part of the landscaping required in Sections 3.P. and 4.A.4. of this Ordinance.

8. Requirements. The following minimum number of off-street parking spaces can be provided and maintained by ownership, easement, and/or lease for and during the life of the respective uses hereinafter set forth. Parking requirements for uses not specifically noted shall be determined by the Planning Commission.

a. ~~If requested~~, Maximum number of stall can be defined ~~changed~~ according to applicant demand and Planning and Development Department approval. ~~object of Director of Planning and Development approval and Planning Commission consult.~~

b. Parking space minimum is not specified. The number of spaces to be provided shall be based on requirements for similar uses, location of the proposed use, the number of employees on the largest shift, total square footage, potential customer use, or other expected demand and traffic generated by the proposed use. If the director of planning reasonably determines that a parking generation study should be prepared by a qualified professional, the director of planning may require submission of such a study to aid the director of planning in making a determination with respect to the number of required parking spaces. The Director of the Planning and Development Department may approve the minimum or maximum parking ratio for any use in this Section as follows:

i Horizontal and pedestrian safety signs shall be provided and maintained.

ii. Bike parking are mandatory in all new building approvals.

iii.. The parking ratio is supported by a parking demand analysis provided by the applicant, including but not limited to:

a. Documentation supplied by the applicant regarding actual parking demand for the proposed use; or

b. Evidence in available planning and technical studies relating to the proposed use; or

c. Required parking for the proposed use as determined by other compatible jurisdictions.

d. Periodic Review. The Director may require periodic review of the proposed review of the reduced parking supply to ensure the terms of the approval are being met.

e. To increase the maximum parking ratio, the applicant must show that shared or off-site parking is not available or adequate to meet demand.

ix. Planning and Development Department can consult Planning Commission to accessorize the minimum or maximum parking ratio.

9. Joint Parking Facility- The Planning Commission may, after receiving a recommendation from Staff, give approval for one (1) or more businesses to provide the required off-street parking facilities by joint use of one (1) or more sites where the total number of spaces

provided are less than the sum of the total required for each business, should they provide them separately. When considering a request for such approval, Staff shall not recommend that such approval be granted, nor the Planning Commission approve such a request, except when the following conditions are found to exist:

a. The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be located within three hundred (300) feet of such parking facilities.
b. The applicant shall show that there is no substantial conflict in the principal operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed.
c. A properly drawn legal instrument, executed by the party concerned for joint use of off-street parking facilities, duly approved as to form and manner of execution y the City Attorney shall be filed with the City Clerk and recorded with the County Recorder.

10. **Shared Use of Parking.** The following provisions apply:

1. General. The Director of Planning and Community Development may approve shared use of parking facilities located on separate properties if:

a. A convenient pedestrian connection between the properties exists; and

b. The properties are within 1,000 feet of each other; and

c. The availability of parking for all affected properties is indicated by directional signs.

2. Number of Spaces Required.

a. Where the uses to be served by shared parking do not overlap their hours of operation, the property owner or owners shall provide parking stalls equal to the greater of the applicable individual parking requirements.

b. Where the uses to be served by shared parking have overlapping hours of operation, the property owner or owners shall provide parking stalls equal to the total of the individual parking requirements. If the following criteria are met, that total is reduced by 10 percent:

i. The parking areas share a property line; and

ii. A vehicular connection between the lots exists; and

iii. A convenient, visible pedestrian connection between the lots exists; and

iv. The availability of parking for all affected properties is indicated by directional signs.

3. Documentation Required. Prior to establishing shared use of parking, the property owner or owners shall file a written agreement approved by the Director of Planning and Development providing for the shared parking use. The agreement shall be recorded on the title records of each affected property.

B – OFF-STREET LOADING.

1. General. Adequate off-street loading space shall be provided in connection with any structure which requires receipt or distribution of materials by vehicles.

2. Number of Loading Berths Required. The number of required off-street loading berths shall be as follows:

    a. Manufacturing, Fabrication, Processing, Warehousing, Storage, Retail Sales, Schools, Hotels. For such a building between five thousand (5,000) and fifty thousand (50,000) square feet of floor area, one (1) loading berth is required; for a building fifty thousand and one (50,001) to one hundred thousand (100,000) square feet in area, two (2) loading berths are required. One (1) loading berth shall be provided for each additional thirty-five thousand (35,000) square feet of floor area or fraction thereof in excess of one hundred thousand (100,000) square feet.
    b. Manufacturing and Retail Sales Under Five Thousand (5,000) Square Feet. Adequate off-street loading and service entrances shall be provided subject to the approval of the Zoning Administrator.
    c. Auditoriums, Convention Halls, Exhibition Halls, Sports Arenas, Stadiums. Ten thousand (10,000) to one hundred thousand (100,000) square feet of floor area, one (1) loading berth; for each additional one hundred thousand (100,000) square feet of floor area or fraction thereof, one (1) additional loading berth.
    d. Public or Semi-Public Recreational Buildings, Community Centers, Private and Public Educational Institutions, Religious Institutions, Hospitals, Clinics, Professional or Commercial Offices, Nursing Homes or Similar Group Housing, Senior Citizen Housing. Adequate off-street loading and service entrances shall be provided subject to approval of the Zoning Administrator.

3. Location

    a. All required loading berths and facilities shall be off-street and located on the same lots as the building or use to be served.
    b. All loading berths curb cuts shall be located a minimum of fifty (50) feet from the intersection of two (2) or more street right-of-way. This distance shall be measured from the property line.
    c. No loading berths shall be located closer than thirty (30) feet from a residential district unless within a structure.
    d. Loading berths shall not occupy the front yard setback area.

e. Loading berths shall not conflict with pedestrian movement.
f. Loading berths shall not obstruct the view of the public right-of-way from off-street parking access.
g. Each loading berth shall be located with appropriate means of vehicular access to a street or public alley in a manner which will cause the least interference with traffic.

4. Surfacing and Drainage. All loading berths and driveways having access onto a concrete or asphalt surfaced street or public right-of-way shall be surfaced with asphalt, concrete, or a reasonable substitute surface, subject to approval by the Zoning Administrator and City Engineer. Drainage of loading areas is subject to approval by the City Engineer.

5. Accessory Use, Parking, and Storage. Any space allocated as a required loading berth or access drive so as to comply with the terms of these zoning regulations shall not be used for the storage of goods, inoperable vehicles, or snow, and shall not be included as part of the area used to meet off-street parking requirements.

6. Size. Unless otherwise specified in this ordinance, the first loading berth shall be not less than fifty-five (55) feet in length, and additional berths required shall be not less than thirty (30) feet in length. All loading berths shall be not less than ten (10) feet in width and fourteen (14) feet in height, exclusive of aisle and maneuvering space.

7. Landscaping. Commercial, industrial, institutional, and multi-family residential developments which include off-street loading as a part of the overall project shall provide landscaping within or adjacent to the loading area in accordance with the requirements for parking areas found in Section 3.P. of this Ordinance.

ORDINANCE NO.

AN ORDINANCE AMENDING NO. 1060 KNOWN AS THE WILLMAR ZONING ORDINANCE BY AMENDING SECTION 4 RELATING TO PARKING AND LOADING

The City Council of City of Willmar does ordain as follows:

SECTION 4. Ordinance 1060 is hereby amended by adding a new SECTION 4.A.3.a so as to read as follows:

a. All parking surfacing shall use at least 20% of permeable pavement.

SECTION 4. Ordinance 1060 is hereby amended by adding a new SECTION 4.A.4.a so as to read as follows:

a. All parking lots shall provide at least one tree per each 4 (four) parking lot, location is subject of Planning and Development Department approval.

SECTION 4. Ordinance 1060 is hereby amended by adding a new text to SECTION 4.A.5.a so as to read as follows:

a. Parking spaces required by this Ordinance shall be located on the same property as the principal use served. In the case of shared use of parking, parking spaces can be located in other property, according to Section 4.A.9.

SECTION 4. Ordinance 1060 is hereby amended by repealing SECTION 4.A.8 and adding new text to SECTION 4.A.8 so as to read as follows:

1. Maximum number of stall can be defined according to applicant demand and Planning and Development Department approval.

   a. Parking space minimum is not specified. The number of spaces to be provided shall be based on requirements for similar uses, location of the proposed use, the number of employees on the largest shift, total square footage, potential customer use, or other expected demand and traffic generated by the proposed use. If the director of planning reasonably determines that a parking generation study should be prepared by a qualified professional, the director of planning may require submission of such a study to aid the director of planning in making a determination with respect to the number of required parking spaces. The Director of the Planning and Development Department may approve the minimum or maximum parking ratio for any use in this Section as follows:

      (1) Horizontal and pedestrian safety signs shall be provided and maintained.

      (2) Bike parking are mandatory in all new building approvals.

      (3) The parking ratio is supported by a parking demand analysis provided by the applicant, including but not limited to:

         i. Documentation supplied by the applicant regarding actual parking demand for the proposed use; or

         ii. Evidence in available planning and technical studies relating to the proposed use; or

         iii. Required parking for the proposed use as determined by other compatible

jurisdictions.

(4) Periodic Review. The Director may require periodic review of the proposed review of the reduced parking supply to ensure the terms of the approval are being met.

(5) To increase the maximum parking ratio, the applicant must show that shared or off-site parking is not available or adequate to meet demand.

(6) Planning and Development Department can consult Planning Commission to accessorize the minimum or maximum parking ratio.

EFFECTIVE DATE. This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member:_____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____