



WILLMAR CITY COUNCIL MEETING
MONDAY, NOVEMBER 1, 2021 AT 6:00 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 October 18, 2021
 - B. Willmar Municipal Utilities Commission Minutes of October 25, 2021
 - C. Park and Recreation Board Minutes of October 20, 2021
 - D. Appointment to Municipal Utilities Commission – Dave Baumgart
 - E. Accounts Payable Report for October 14 – 27, 2021
 - F. Block 25 Minor Subdivision Application
 - G. AEHN, LLC – Suite Liv’n Minor Subdivision Application
 - H. Renewal of Master Joint Powers Agreement with the MN Bureau of Criminal Apprehension and Minnesota Court Amendment Agreement
 - I. Designation of New Polling Place
 - J. Certification of Unpaid Utility Charges as a Lien
 - K. Accept Project No. 2001-A (9th Street SE Reconstruction from Willmar Avenue to Pleasant View Drive) and Authorize Final Payment
 - L. Accept Project No. 2003-A (1st Street Overlay MNTN 23 to 19th Avenue) and Authorize Final Payment
 - M. Application for Exempt Permit – Willmar Hockey Association
 - Accept:
 - N. Human Rights Commission Minutes of June 15, 2021
 - O. CVB Minutes of September 21, 2021
 - Information:
 - P. Charter Commission Minutes of October 18, 2021
6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (individuals limited to three (3) minutes)
9. Hearings:
 - 6:01 p.m. – Ordinance Amending Section 2.12 of Charter of the City of Willmar
 - 6:02 p.m. – Ordinance Amending Section 5.02 of Charter of the City of Willmar
 - 6:03 p.m. – Resolution to Approve Block 25 Tax Increment Financing Plan
 - 6:04 p.m. – Ordinance to Rezone 4.1 Acres from Government Institution to Agriculture – Willmar Poultry
 - 6:05 p.m. – Ordinance Authorizing Land Sale to Willmar Poultry
Publish Ordinance by Summary
Resolution Approving Purchase Agreement

10. Presentation of Willmar Municipal Utilities 2022 Budget and Ten-Year Capital Improvement Plan
11. Consider Approval of Funding for Downtown Streetlight Replacement
12. Consideration of Contracting for a Workplace Wellness Program
13. Set Special Assessment Hearing for Unpaid Fire Department False Alarm Charges
14. Consideration of Environmental Services and Operations for the Auditorium Gun Range
15. "Community Pride" Announcements
16. Closed Session Pursuant to Minnesota Statutes, Section 13D.05, Subdivision 3(c)
 - Consider Offer for Sale of Land
17. Open Session
18. Adjourn

CITY OF WILLMAR

MISSION STATEMENT

The City of Willmar is committed to providing responsible municipal service in an open, effective and efficient manner to all citizens of the local and area community. The ultimate goal is to preserve and enhance the quality of life for future generations.

COMMUNITY VALUES

Fiscal Responsibility

Excellence in the Delivery of Service

Quality Service

Ethics and Integrity

Visionary Leadership and Planning

Open and Honest Communication

Professionalism

RESOLUTION NO. 17-90

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA
SUPPORTING THE CONSENSUS OF THE JULY 22, 2017 STRATEGY WORK SESSION

Motion By: Plowman

Second By: Mueske

WHEREAS, the City Council of the City of Willmar on July 22, 2017 held a Council Strategic Retreat to prioritize and reach a consensus with respect to views on capital projects.

WHEREAS, multiple projects were discussed under three categories defined as Facilities, Stormwater Management and Parks to provide additional guidance regarding execution of those projects.

WHEREAS, the following summary of capital priorities was reached:

Facilities:

1. City Hall (high consideration given to consolidation of multiple facilities)
2. Civic Center (ice plant is urgent/consider consultant for master plan) **COMPLETED**
3. Community Center/Auditorium tied (both guided by community input, tuckpointing of Auditorium immediate concern)
4. Aquatic Center (pool bottom repair immediate concern) **COMPLETED**

Stormwater Management:


1. Western Interceptor (design 2017, construction 2018) **COMPLETED**
2. Menards (design and land purchase 2018, construction 2019)
3. Kennedy School Area (not likely in the next five years)
4. Analyze annually and adjust plans **COMPLETED ONGOING**

Parks:

1. Robbins Island (\$250,000 match to receive \$606,000 Legacy Grant) **COMPLETED**
2. Neighborhood Parks and Playgrounds (replace play units) **PARTIALLY COMPLETED IN PROGRESS**
3. Rice Park/Miller Park (complete Rice to plan, reconstruct tennis courts at Miller) **COMPLETED**
4. Swansson Park (improved lighting for Baker Field) **COMPLETED**

NOW, THEREFORE, BE IT RESOLVED by the City Council of Willmar that the priorities developed at the July 22, 2017 Council Work Session be supported and developed into next year and future City budgets.

Dated this 7th day of August, 2017



Mayor

Attest:



City Clerk

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

October 18, 2021
6:00 p.m.

The regular meeting of the Willmar City Council was called to order by the Mayor Marv Calvin. Members present on a roll call were Mayor Marv Calvin, Council Members Rick Fagerlie, Julie Asmus, Thomas Butterfield, Michael O'Brien, Justin Ask, Vicki Davis, and Audrey Nelsen. Present 8, Absent 1. Council Member Plowman was excused from the meeting.

Also present were City Administrator Leslie Valiant, Police Chief Jim Felt, Finance Director Steve Okins, Interim Public Works Director Gary Manzer, City Planner Kayode Adiatu, Main Street Coordinator/Planner Willard Huyck, City Clerk Judy Thompson, and City Attorney Robert Scott.

Additions/deletions to the agenda included: Council Member Ask asked that Item #15 – Consideration of Civic Center Arena Special Event by On-Sale Liquor License Holder Permit, be moved up on the agenda due to members of the public being present for this item. It was noted this item would be discussed following the Open Forum.

Council Member Fagerlie moved to approve the agenda as amended. Council Member Davis seconded the motion which carried.

City Clerk Judy Thompson reviewed the consent agenda.

- A. City Council Minutes of October 4, 2021
- ~~B. Willmar Municipal Utilities Commission Minutes of October 11, 2021~~
- C. Planning Commission Minutes of October 6, 2021
- D. Rice Hospital Board Minutes of June 2, 2021
- E. Rice Hospital Board Minutes of September 1, 2021
- F. Accounts Payable Report for September 30 – October 13, 2021
- G. Application for Exempt Permit – Willmar Blue Line Club/Hockey Boosters
- H. Building Report for the Month of September, 2021
- I. Appointment to Municipal Utilities Commission – Dave Baumgart

Council Member Nelsen offered a motion to approve the Consent Agenda. Council Member O'Brien asked that Item B. be removed for discussion. Council Member Asmus seconded the motion to approve the consent agenda, with removal of Item B., which carried, unanimously.

Council Member O'Brien asked that an update on the water treatment plant be received by Municipal Utilities General Manager John Harren. Mr. Harren provided the pertinent information to the Mayor and Council.

Following the update, Council Member O'Brien offered a motion to approve Item B. Council Member Fagerlie seconded the motion which carried, unanimously.

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

City Clerk Thompson presented a request to approve the Civic Center Arena Special Event by an On-Sale Liquor License Holder Permit for Spurs Corporation dba Spurs Grill & Bar to serve liquor for the Willmar Warhawks hockey season running from October 2021, through March 2022.

Following discussion, Council Member O'Brien offered a motion to approve staff's recommendation. Council Member Butterfield seconded the motion which carried, on a roll call vote of Ayes 7, Noes 0.

Baker-Tilly Representative Tom Denaway presented pertinent information regarding the Block 25 Tax Increment Financing (TIF) Plan being proposed for a multi-family housing project by Lumber One Development Company of Avon, MN.

Following discussion, Council Member Fagerlie offered a motion to set a public hearing for November 1, 2021 at 6:03 p.m. and introduced **Resolution No. 2021-207 Calling Public Hearing on the Proposed Establishment of Redevelopment Tax Increment Financing District – Block 25 Development Project – Within Municipal Development District No. II and the Proposed Adoption of a Tax Increment Financing Plan Relating Thereto.** Council Member Asmus seconded the motion which carried, on a roll call vote of Ayes 6, Noes 0. Council Member Nelsen abstained from voting.

Kandiyohi County Economic Development Commission (EDC) Director Aaron Backman presented a request to approve three items for RDC National, Inc. – 1) an amended purchase agreement with RDC National, Inc.; 2) the Development Agreement, and; 3) an amendment to previously approved Industrial Park Fifth Addition Major Subdivision.

Resolution No. 2021-208 Amending the Purchase Agreement with Ruedebusch Development & Construction, Inc. was introduced by Council Member Nelsen. Council Member Ask seconded the motion which carried, on a roll call vote of Ayes 7, Noes 0.

Resolution No. 2021-209 Adopting the Development Agreement with Ruedebusch Development & Construction, Inc. was introduced by Council Member Asmus. Council Member O'Brien seconded the motion which carried, on a roll call vote of Ayes 7, Noes 0.

Resolution No. 2021-210 A Resolution of the Willmar City Council Amending It's Approval of the Willmar Industrial Park Fifth Addition Major Subdivision was introduced by Council Member Asmus. Council Member Nelsen seconded the motion which carried, on a roll call vote of Ayes 7, Noes 0.

City Planner Adiatu presented a request to rezone additional 4.1 acres at the West and North of Willmar Poultry's existing site at 2700 75th Street SW from G/I to Ag and set a hearing for November 1, 2021.

Following discussion, Council Member Fagerlie offered a motion to **introduce an Ordinance Amending Municipal Ordinance No. 1060, The Willmar Zoning Ordinance** and set public hearing for November 1, 2021 at 6:04 p.m. Council Member Davis seconded the motion which carried, unanimously.

City Administrator Valiant presented a request to approve three items for Willmar Poultry Innovations, LLC. – 1) introduce an ordinance authorizing land sale for public hearing; 2) publish ordinance by summary, and; 3) approve a temporary license agreement for site preparations.

Following discussion, Council Member Ask offered a motion to **introduce an Ordinance Authorizing the Sale of Real Property to Willmar Poultry Innovations, LLC.,** and set a public hearing for November 1, 2021 at 6:05 p.m. Council Member Nelsen seconded the motion which carried, unanimously.

Due to the length and cost of publishing entire Ordinance, Council Member Fagerlie offered a motion to publish **Ordinance Authorizing the Sale of Real Property to Willmar Poultry Innovations, LLC.,** by summary. Council Member Nelsen seconded the motion which carried, on a roll call vote of Ayes 7, Noes 0.

Resolution No. 2021-211 Adopting the Temporary License Agreement for Site Preparations With Willmar Poultry Innovations, LLC. was introduced by Council Member Nelsen. Council Member Ask seconded the motion which carried, on a roll call vote of Ayes 7, Noes 0.

Interim Public Works Director Manzer presented a request to authorize Change Order No. 1 in the amount of \$64,387.88 for Project No. 2103-A 1st Street Overlay.

Resolution No. 2021-212 Accepting Change Order No. 1 for Project No. 2103-A was introduced by Council Member Davis. Council Member Nelsen seconded the motion which carried, on a roll call vote of Ayes 7, Noes 0.

City Clerk Thompson presented a request to approve an application from RT Stores LLC., the new owners of Westside Market & Liquor located at 3001 1st Avenue NW, Off-Sale Intoxicating Liquor License.

Council Member Fagerlie offered a motion to approve staff's request. Council Member Asmus seconded the motion which carried, on a roll call vote of Ayes 7, Noes 0.

City Administrator Valiant opened the discussion to set a date for a work session to discuss the next steps for City Council as a follow-up to suggested main topics from the Council Planning Retreat held in early October, 2021.

Following discussion, Council Member Ask offered a motion to set the date for November 9, 2021 at 7:00 p.m. for a Council work session to be held at the Willmar Fire Station, and approve the additional fee of \$500 for facilitator Cheryl Glaeser. Council Member Asmus seconded the motion which carried.

Mayor Calvin offered the following comments: Highway 71 North is open as of this evening.

Council Member O'Brien offered the following comments: he recently attended the Fabulous Armadillos concert at WEAC. The concert was a wonderful tribute to our veterans.

Council Member Fagerlie offered a motion to adjourn the meeting with Council Member Asmus seconding the motion which carried. The meeting adjourned at 7:16 p.m.

MAYOR

Attest:

SECRETARY TO THE COUNCIL

RESOLUTION NO. 2021-207

RESOLUTION CALLING PUBLIC HEARING ON THE PROPOSED ESTABLISHMENT OF REDEVELOPMENT TAX INCREMENT FINANCING DISTRICT - BLOCK 25 REDEVELOPMENT PROJECT - WITHIN MUNICIPAL DEVELOPMENT DISTRICT NO. II AND THE PROPOSED ADOPTION OF A TAX INCREMENT FINANCING PLAN RELATING THERETO

Motion By: Fagerlie

Second By: Asmus

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

1. Public Hearing. This Council shall meet on November 1, 2021, at approximately 6:00 p.m., to hold a public hearing on the following matters: (a) the proposed establishment of Redevelopment Tax Increment Financing District Block 25 Redevelopment Project (within Municipal Development District No. II,

and (b) the proposed adoption of a Tax Increment Financing Plan relating thereto, all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.133, both inclusive, as amended, and Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive, as amended (collectively, the "Act").

2. Notice of Hearing: Filing of Tax Increment Financing Plan. The City Administrator is hereby authorized to cause a notice of the hearing, substantially in the form attached hereto as Exhibit A, to be published as required by the Act and to place a copy of the proposed Tax Increment Financing Plan on file in the Administrator's Office at the City Offices and to make such copies available for inspection by the public.

3. Consultation with Other Taxing Jurisdictions. The Administrator is hereby directed to mail a notice of the public hearing and a copy of the proposed Tax Increment Financing Plan to Kandiyohi County and Independent School District No. 347, informing those taxing jurisdictions of the estimated fiscal and economic impact of the establishment of the proposed tax increment financing district.

Dated this 18th day of October, 2021.

/s/ Marv Calvin
MAYOR

Attest:

/s/ Judy Thompson
CITY CLERK

RESOLUTION NO. 2021-208

**A RESOLUTION AMENDING THE PURCHASE AGREEMENT WITH
RUEDEBUSCH DEVELOPMENT & CONSTRUCTION, INC.**

Motion By: Nelsen 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 Amendment 1 to Commercial Property Purchase Agreement between the City and 2022 Willmar, LLC (assignee of RDC National, Inc.) is hereby accepted and approved, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute on behalf of the City a version thereof that is substantially consistent with the draft appended hereto.

Dated this 18th day of October, 2021.

/s/ Marv Calvin
MAYOR

Attest:

/s/ Judy Thompson
CITY CLERK

RESOLUTION NO. 2021-209

**A RESOLUTION ADOPTING THE DEVELOPMENT AGREEMENT WITH
RUEDEBUSCH DEVELOPMENT & CONSTRUCTION, INC.**

Motion By: Asmus

Second By: O'Brien

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota that the Development Agreement with 2022 Willmar, LLC (assignee of RDC National, Inc.) is hereby accepted and approved, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute on behalf of the City a version thereof that is substantially consistent with the draft appended hereto.

Dated this 18th day of October, 2021.

/s/ Marv Calvin
MAYOR

Attest:

/s/ Judy Thompson
CITY CLERK

RESOLUTION NO. 2021-210

**A RESOLUTION OF THE WILLMAR CITY COUNCIL AMENDING ITS APPROVAL OF THE WILLMAR
INDUSTRIAL PARK FIFTH ADDITION MAJOR SUBDIVISION**

Motion By: Asmus

Second By: Nelsen

WHEREAS, the City of Willmar, a Municipal Corporation of the State of Minnesota, is the owner of certain real estate located in the City of Willmar, Kandiyohi County, Minnesota, consisting of approximately 24.84 acres of platted land in the Willmar Industrial Park Fourth Addition, together with approximately 6.3 acres of unplatted land immediately west thereof, and also including and together with the vacated 32nd Street SW right-of-way between Trott Avenue SW and Willmar Avenue SW, all as legally described on the attached Exhibit A (the "Property"), and has entered into that certain Commercial Property Purchase Agreement with RDC National, Inc. (together with its assigns, the "Developer"), dated August 20, 2021 (the "Purchase Agreement"), pursuant to which the City agreed to sell the Property to the Developer to facilitate Developer's construction of a 24/7/365 small package sorting and distribution facility on the Property (the "Project"); and

WHEREAS, the City Council of the City of Willmar adopted Resolution No. 2021-177, dated August 16, 2021, supporting Developer's major subdivision application to replat the 24.84 acres of land within the Willmar Industrial Park Fourth Addition and combine the same with the 6.3 acres of unplatted land immediately west thereof into one lot, and formally initiating the City's review procedures with respect thereto; and

WHEREAS, following the Willmar Planning Commission's review and favorable recommendation, the City Council acted at its September 20, 2021 meeting to approve the Willmar Industrial Park Fifth Addition major subdivision with respect to the Property, pursuant to the following conditions:

- A. Park Dedication or Cash in Lieu shall be paid or dedicated prior to recording of final plat, as formalized in a Development Agreement between the City of Willmar and (Developer).
- B. All comments from the Fire Marshall, Police Chief, Willmar Municipal Utilities (WMU) and Kandiyohi County Engineer as submitted to the Planning Commission shall be met, adhered to or amendments approved by City Staff, and additional information supplied as requested prior to issuance of building permits.
- C. All other land use, land sale, and associated agreements or authorizations for (Developer's) proposed logistics facility development shall be approved by Planning Commission and/or City Council, as applicable.
- D. Developer shall successfully close on its purchase of real property from the City.
- E. The final plat shall be submitted to City Staff and approved prior to recording.

WHEREAS, following the City Council's conditional approval of the Willmar Industrial Park Fifth Addition Major Subdivision, the City and Developer agreed to amend the Purchase Agreement to exclude the 6.3 unplatted acres west of the Willmar Industrial Park Fourth Addition plat from the transaction, and Developer now desires to exclude such 6.3 acres from the Final Plat of the Willmar Industrial Park Fifth Addition and from its Project;

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

1. The City Council's action at its September 20, 2021 meeting to conditionally approve the Willmar Industrial Park Fifth Addition Major Subdivision is hereby amended to exclude from such major subdivision the following described 6.3 acres of unplatted lands immediately west of the existing Willmar Industrial Park Fourth Addition plat:

That part of the Southeast Quarter of Section 17, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota, described as follows:

Beginning at the northwest corner of Block 2, of record plat entitled WILLMAR INDUSTRIAL PARK FOURTH ADDITION, on file in the office of the Kandiyohi County Recorder; thence on an assumed bearing of South 00 degrees 03 minutes 57 seconds West, along the west line of said Block 2, a distance of 916.02 feet to the southwest corner of said Block 2; thence on a bearing of North 89 degrees 47 minutes 04 seconds West a distance of 300.50 feet; thence on a bearing of North 00 degrees 03 minutes 57 seconds East a distance of 916.02 feet; thence on a bearing of South 89 degrees 47 minutes 04 seconds East a distance of 300.50 feet to the point of beginning.

2. The conditions of approval of the Willmar Industrial Park Fifth Addition major subdivision as imposed by the City Council at its September 20, 2021 meeting as stated above shall remain in place to the extent they are not inconsistent with the action taken in the preceding paragraph, and the 6.3 acres of unplatted lands immediately west of the existing Willmar Industrial Park Fourth Addition shall be omitted from the final plat.

Dated this 18th day of October, 2021

/s/ Marv Calvin
Mayor

Attest:

/s/ Judy Thompson
City Clerk

EXHIBIT A
Legal Description of the Property

Lots 1, 2, and 3 of Block Two, and Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Block 3, Willmar Industrial Park Fourth Addition to the City of Willmar, County of Kandiyohi, State of Minnesota, according to the plat on file and of record in the office of the County Recorder of Kandiyohi County, Minnesota.

AND

Vacated 32nd Street SW between Trott Avenue SW and Willmar Avenue SW (subject to prior vacation by City).

AND

That part of the Southeast Quarter of Section 17, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota, described as follows:

Beginning at the northwest corner of Block 2, of record plat entitled WILLMAR INDUSTRIAL PARK FOURTH ADDITION, on file in the office of the Kandiyohi County Recorder; thence on an assumed bearing of South 00 degrees 03 minutes 57 seconds West, along the west line of said Block 2, a distance of 916.02 feet to the southwest corner of said Block 2; thence on a bearing of North 89 degrees 47 minutes 04 seconds West a distance of 300.50 feet; thence on a bearing of North 00 degrees 03 minutes 57 seconds East a distance of 916.02 feet; thence on a bearing of South 89 degrees 47 minutes 04 seconds East a distance of 300.50 feet to the point of beginning.

RESOLUTION NO. 2021-211

A RESOLUTION ADOPTING THE TEMPORARY LICENSE AGREEMENT FOR SITE PREPARATIONS WITH WILLMAR POULTRY INNOVATIONS, LLC

Motion By: Nelsen

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 Temporary License Agreement for Site Preparations with Willmar Poultry Innovations LLC

is accepted and approved, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof.

Dated this 18th day of October, 2021

/s/ Marv Calvin
Mayor

Attest:

/s/ Judy Thompson
City Clerk

RESOLUTION NO. 2021-212

A RESOLUTION ACCEPTING CHANGE ORDER NO. 1 FOR PROJECT NO. 2103-A.

Motion By: Davis Second By: Nelsen

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. 2103-A between the City of Willmar and Duininck, Inc. by Change Order No. 1 in the increased amount of \$64,387.88.

Dated this 18th day of October, 2021

/s/ Marv Calvin
Mayor

Attest:

/s/ Judy Thompson
City Clerk

WILLMAR MUNICIPAL UTILITIES COMMISSION
MEETING MINUTES – OCTOBER 25, 2021
11:45 AM – WMU AUDITORIUM

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, October 25, 2021, at 11:45 a.m. in the WMU Auditorium with the following Commissioners present: Justin Mattern, Bruce DeBlieck, Kerry Johnson, and Shawn Mueske. Absent were Commissioners Abdirizak Mahboub and Cole Erickson.

Others present at the meeting were: General Manager John Harren, Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, IS Coordinator Mike Sangren, Executive Secretary Beth Mattheisen, Staff Electrical Engineer Jeron Smith, Facilities & Maintenance Supervisor Kevin Marti, Energy/Safety Outreach Coordinator Chris Radel, City Attorney Robert Scott, and City Councilman Michael O'Brien.

Due to the absence of Commission Secretary Mahboub, Commission President Mattern opening the meeting by appointing Commissioner Johnson to serve as Acting Secretary. Following the appointment, reciting of the Pledge of Allegiance was conducted. Mattern proceeded to inquire 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 DeBlieck offered a resolution to approve the consent agenda as presented. Commissioner Mueske seconded.

RESOLUTION NO. 55

“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 October 11, 2021, Commission meeting; and,
- ❖ Bills represented by vouchers No. 20211294 to No. 20211375 and associated wire transfers inclusive in the amount of \$2,388,468.60.

Dated this 25th day of October 2021.

President

Attest:

Acting Secretary

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

Staff Electrical Engineer Smith reviewed with the Commission a Statement of Work with Great River Energy (GRE) for the Priam Substation Commissioning. As a component of the Willmar Substation expansion, WMU will be adding three breakers and associated equipment to the Priam Substation. The transmission services to be provided by GRE would be included under the *Restated Operation and Maintenance Agreement* between GRE and WMU (dated June 28, 2011). This transmission expansion project will allow for additional growth in the area. GRE proposes to complete the scope of work for an estimated total of \$94,289. WMU will pay all costs, including labor, material, contractor/consultant, interest and miscellaneous expenses. Smith noted that he will oversee all monthly invoices submitted by GRE for their services and charges. City Attorney Scott had reviewed the document and offered some additional suggestions regarding terms and clarifications for consideration. Following review and discussion, Commissioner DeBlieck offered a resolution to approve the Statement of Work for the Priam Sub Commissioning with GRE contingent upon negotiated terms and conditions. Commissioner Johnson seconded.

RESOLUTION NO. 56

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Statement of Work between Great River Energy and Willmar Municipal Utilities for the Priam Substation Commissioning be approved in the estimated amount of \$94,289 contingent upon agreeable terms and conditions by the two entities.”

Dated this 25th day of October 2021.

President

Attest:

Acting Secretary

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

Staff Electrical Engineer Smith informed the Commission of the need to address an issue experienced this past summer at the Priam Substation. It was determined that due to the extreme weather conditions (heat), the capacitor bank tripped offline periodically. Smith explained that this was caused by the voltage differential as related to unequal solar heating. Based on past issues and data compiled during these episodes, it was the recommendation of engineers from WMU, GRE and Eaton to reconfigure the capacitor bank from a single wye to a double wye design. This would alleviate the situation in the future. GRE’s estimate to complete the reconfiguration is \$45,626 with the project completion to be prior to the summer of 2022.

RESOLUTION NO. 57

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Great River Energy Professional Service Authorization to reconfigure the Priam Substation Capacitor Bank be approved for the total estimated cost of \$45,626.”

Dated this 25th day of October 2021.

President

Attest:

Acting Secretary

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

Energy/Safety Outreach Coordinator Radel reviewed with the Commission the WMU Cost of Power Report for August 2021. This report is illustrated using a rolling year-to-date format and provides the overall cost of power for the year (.064 per kWh twelve-month rolling average). Additional data reflecting the month-to-date cost (.080 per kWh) was also presented for review.

Facilities & Maintenance Supervisor Marti presented the Commission with the September 2021 Wind Turbine Report. Turbine availabilities for the month of September were at 68.3% (Unit #3) and 90.6% (Unit #4) with a total monthly production of 444,730 kilowatt hours. Marti noted that a gearbox speed sensor fault on Unit #3 is currently being addressed.

General Manager Harren informed the Commission that the MN House Capital Investment Committee Bonding Tour had been held on October 19th at the MinnWest Technology Campus. The tour visit in Willmar included three project presentations: 1) SWWC Education Learning Center; 2) NE Water Treatment Plant; and, 3) Kandiyohi County CSAH 55 Grade Separation. Harren provided a brief recap of WMU’s presentation along with the next steps required to remain in the forefront of our legislators on this crucial project.

General Manager Harren informed the Commission that WMU Committee meetings will be forthcoming. Agenda items for the WMU Labor Committee meeting (TBD) will include the General Manager pay equity/market adjustment, year-end personnel policy updates, and NISC software. Tentative agenda items for the WMU Planning Committee meeting (TBD) will include Time of Use electric rates, year-end operational policy updates, and water treatment plant.

On behalf of the City Council, Councilman O'Brien expressed his appreciation to General Manager Harren for his attendance at the October 18th Council meeting. Harren was on hand to present the Mayor and Council with an update regarding the House Bonding Committee visit in consideration for funding assistance of the Water Treatment Plant.

For information: Upcoming meetings/events to note include:

- 2021 MRES Fall Meeting: Nov. 9 & 10 (Sioux Falls Convention Center)
- 2022 APPA Legislative Rally: Feb. 28 through March 2 @ Mayflower Hotel (Washington, DC)
 - Hotel block will open Nov. 1st. Block is generally filled within the day. Therefore, if planning to attend, contact Beth ASAP so arrangements may be made.

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

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Executive Secretary

ATTEST:

Kerry Johnson, Acting Secretary

PARKS AND RECREATION BOARD
October 20, 2021 1:30PM
4 Season Shelter at Robbins Island

Subject to Approval

Members Present: Jim Anderson, Alissa Norsten, Chloe Quinn, Val Swanson,
Rand Middleton, Tom Gilbertson
Staff Present: Gary Manzer, Paul Tinklenberg, Curt Hein, Chris Simon,
Rachel Centellas
City Council Members: Julie Asmus

Chairman Anderson called the meeting to order and took roll call.

He proposed the Wildflower site location be moved to agenda item #6.

He asked for approval of September meeting minutes, Tom made a motion and Val seconded. All were in favor, September meeting minutes approved.

There were no public comments.

Chairman Anderson moved to talk about the Wildflower site locations. Paul Tinklenberg reminded the board that last spring his crew got two sites ready to seed for these wildflowers and now they are looking at doing 10 acres across different parks in Willmar. These parks would include unutilized areas of Swansson, Ramblewood, Pleasantview, Valleybrook, Flags of Honor, Robbins Island, Veterans Park and Sunrise Park. Their hope is to use these unutilized areas and create an area where pollinators can thrive. Grant money would cover most of the cost to do the 10 acres. Discussion was had about the Wildflower site locations.

Tom made a motion to approve the wildflower site locations, Rand seconded. All were in favor. Motion approved.

Chairman Anderson moved to talk about the indoor gun range. Gary said that Rob had visited a privately-owned facility with several of the range officers to talk about their levels of cleaning. Since they are privately owned it is not nearly as hard as the City's regulations are. They entertained the idea if the City could have a separate entrance to the range if it would be able to work, but because of ADA requirements a separate entrance would not be feasible. Gary also talked about the risks to the employees working in the Auditorium day in and day out. It is very unsafe to be in high areas of lead. The cleaning costs and replacement of blocks would cost the city in the range \$150,000 for the initial cleaning, replacement of blocks and filters. This is the initial cleaning and additional cost could be applied if the test comes back negative. Each additional cleaning could be in the \$20,000 range depending on how high the level is. Val asked if Rob had followed up on using the Police Department indoor range and he had, but because of security reasons that would not be an option. More discussion was had on the indoor gun range. Chairman Anderson made a motion to close the gun range. Tom seconds. Discussion was had about what could be done with the equipment in the range now and if this could be a temporary closing. All were in favor. Motion to close the gun range passes.

Chairman Anderson went to talk about the Swansson Field and Pleasantview playground locations. For Swansson field there are 4 options on placement for the playground. Discussion was had about the best location was determined.

Chairman Anderson moved to talk about the shelter deposits and rental fees. Rachel talked about how the prices of the shelters need to be reevaluated for 2022, with new shelters at Robbins Island. Discussion was had about how much should be charged for each shelter. Then Rachel talked about adding a deposit to the shelter rentals. The City goes in and cleans the shelters after each rental and sometimes the users are damaging the shelter or using prohibited items. The City would like to look at adding a deposit fee when renting out the shelters. Discussion was had on the deposit.

Curt talked about the Invest in Willmar Projects. The turf fields are just about ready. Turf #2 will be done this week and they have started the west sided. The softball complex has the concession stand and both dugouts up. The shelters at Robbins Island are just about complete. Swansson fields is getting ready for turf to be installed. The events center is getting ready for footings and the original entrance has been demolished.

There were no questions on coordinators reports or board announcements.

Tom made a motion to adjourn the meeting and Chloe seconded. All were in favor. Meeting adjourned.



**Application for Appointment to
City Board/Committee/Commission**

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

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

Applicant Information

Name: DAVE BAUMGART Date of Application: 10/1/2021

Address: 704 RICHLAND AVE SW Phone No. 320 262 1147
(Certain Boards and Commissions may require that you are a resident of the City of Willmar)

Email: djbaumgart@home.com

What prompted you to make application for a citizen committee? Community Involvement
and job responsibilities.

Briefly tell us why you want to serve on this Board/Committee/Commission:
I work closely with utilities at the Jennie-O
plants.

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

I HAVE COMPLETED THE CHAMBERS LEADERSHIP PERSPECTIVES CLASS.

List your educational background:

Mpls. Drafting School, BRAINERD
VO-TECH, UNIVERSITY OF MINNESOTA

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

COMMUNITY ED & REC JOINT POWERS BOARD, WILLMAR BASEBALL/
FASTPITCH BOOSTERS.

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

HORNEL FOODS CORP. 1101 N. MAIN ST. AUSTIN MN 55912
ENVIRONMENTAL ENGINEER

Please return completed application to:

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

Or fax completed forms to:

(320) 235-4917

Report Selection:

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

INCLUSIONS:

Fund & Account. thru
Check.. Date..... 10/14/2021 thru 10/27/2021
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
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
J		01		MNWIPRT12	Y	S	6	066	10			

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
ACHIEVE TFC LLC 003676	63294	10/27/21	COUNCIL RETREAT OCT 8/	4,125.00		21-214-1		D -	TRAVEL-CONF.-SCH	101.41401.0333
AMAZON CAPITAL SERVICES 003557	63295	10/27/21	#075799-PAINT	29.67		1TX4-T4GM-1FCG		D -	GENERAL SUPPLIES	101.42411.0229
	63295	10/27/21	TV MOUNT/CABLE	72.22		1379-QJ9H-3XLL		D -	MTCE. OF EQUIPME	101.42411.0224
			VENDOR TOTAL	101.89		*CHECK TOTAL				
				101.89						
ANDERSON LAW OFFICES 002954	63296	10/27/21	LEGAL SERVICES-SEP	17,022.65		2121		D N 01	PROFESSIONAL SER	101.41406.0446
ARAMARK 000051	63288	10/18/21	UNIFORM RENTAL	78.65		256000027170		D -	RENTS	101.43425.0440
	63288	10/18/21	UNIFORM RENTAL	9.82		256000027199		D -	RENTS	101.42412.0440
	63288	10/18/21	UNIFORM RENTAL	66.87		256000029591		D -	RENTS	101.43425.0440
	63288	10/18/21	UNIFORM RENTAL	9.82		256000029611		D -	RENTS	101.42412.0440
	63288	10/18/21	UNIFORM RENTAL	80.06		256000032052		D -	RENTS	101.43425.0440
	63288	10/18/21	UNIFORM RENTAL	12.81		256000032081		D -	RENTS	101.42412.0440
	63288	10/18/21	UNIFORM RENTAL	74.26		256000034634		D -	RENTS	101.43425.0440
	63288	10/18/21	UNIFORM RENTAL	9.82		256000034647		D -	RENTS	101.42412.0440
			VENDOR TOTAL	342.11		*CHECK TOTAL				
				342.11						
ARROW LIFT 003499	63297	10/27/21	2022 ELEVATOR SERVICE	529.16		P-SI18392		D -	PREPAID EXPENSES	101.128000
	63297	10/27/21	2021 ELEVATOR SERVICE	105.84		P-SI18392		D -	MTCE. OF STRUCTU	101.45433.0335
			VENDOR TOTAL	635.00		*CHECK TOTAL				
				635.00						
ASPEN MILLS 003008	63298	10/27/21	CSO UNIFORMS	483.48		282430		D -	SUBSISTENCE OF P	101.42411.0227
BAKER TILLY MUNICIPAL AD 003482	63299	10/27/21	2020 DISCLOSURE SERVICES	416.66		BTMA8958		D -	PROFESSIONAL SER	310.47100.0446
	63299	10/27/21	2020 DISCLOSURE SERVICES	416.66		BTMA8958		D -	PROFESSIONAL SER	311.47100.0446
	63299	10/27/21	2020 DISCLOSURE SERVICES	416.67		BTMA8958		D -	PROFESSIONAL SER	312.47100.0446
	63299	10/27/21	2020 DISCLOSURE SERVICES	416.67		BTMA8958		D -	PROFESSIONAL SER	313.47100.0446
	63299	10/27/21	2020 DISCLOSURE SERVICES	416.67		BTMA8958		D -	PROFESSIONAL SER	318.47100.0446
	63299	10/27/21	2020 DISCLOSURE SERVICES	416.67		BTMA8958		D -	PROFESSIONAL SER	338.47100.0446
	63299	10/27/21	2020 DISCLOSURE SERVIC	1,500.00		BTMA8958		D -	PROFESSIONAL SER	350.47400.0446
			VENDOR TOTAL	4,000.00		*CHECK TOTAL				
				4,000.00						
BERNICK'S PEPSI-COLA CO 000103	63300	10/27/21	CONCESSION SUPPLIES	252.45		259984		D -	GENERAL SUPPLIES	101.45433.0229
	63300	10/27/21	CONCESSION SUPPLIES	638.44		262876		D -	GENERAL SUPPLIES	101.45433.0229
	63300	10/27/21	CONCESSION SUPPLIES	519.10		265063		D -	GENERAL SUPPLIES	101.45433.0229
			VENDOR TOTAL	1,409.99		*CHECK TOTAL				
				1,409.99						

VENDOR NAME AND NUMBER													
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
BSE		001980											
63301	10/27/21	BULBS FOR LT POLES	199.92		923001415		D	-				MTCE. OF OTHER I	651.48484.0226
CANON FINANCIAL SERVICES		002336											
63302	10/27/21	COPIER LEASE-OCT	98.56		27514582		D	-				RENTS	101.41405.0440
CAPITAL ONE		003647											
63303	10/27/21	COFFEE/SUPPLIES	32.87		092221		D	-				GENERAL SUPPLIES	651.48484.0229
63303	10/27/21	PARK EVENT SUPPLIES	115.71		092921		D	-				GENERAL SUPPLIES	101.45432.0229
63303	10/27/21	COFFEE/SUPPLIES	17.79		101821		D	-				GENERAL SUPPLIES	101.42411.0229
		VENDOR TOTAL	166.37										
			166.37										
CARD SERVICES		002552											
63289	10/18/21	CONCESSION SUPPLIES	15.90		091014		D	-				GENERAL SUPPLIES	101.45433.0229
CARDMEMBER SERVICE		002365											
63290	10/18/21	2022 NPCA K9 HNDLR MBRSH	60.00		STMT/9-21		D	-				PREPAID EXPENSES	101.128000
63290	10/18/21	2022 MTCE PRGM SUBSCRIP.	672.00		STMT/9-21		D	-				PREPAID EXPENSES	101.128000
63290	10/18/21	VALIANT-LODGING EXPENSE	593.58		STMT/9-21		D	-				TRAVEL-CONF.-SCH	101.41400.0333
63290	10/18/21	FALL FORUM CANCELLATION	69.00CR		STMT/9-21		D	-				TRAVEL-CONF.-SCH	101.41401.0333
63290	10/18/21	DOC MONTHLY SOFTWARE	95.00		STMT/9-21		D	-				SUBSCRIPTIONS AN	101.41409.0443
63290	10/18/21	2021 MTCE PRGM SUBSCRIP.	415.38		STMT/9-21		D	-				SUBSCRIPTIONS AN	101.41409.0443
63290	10/18/21	FILE TRANSFER SERV-SEP	100.00		STMT/9-21		D	-				SUBSCRIPTIONS AN	101.41409.0443
63290	10/18/21	OFF SITE BACKUP-SEP	34.99		STMT/9-21		D	-				SUBSCRIPTIONS AN	101.41409.0443
63290	10/18/21	FILE CONVERTER LICENSE	35.13		STMT/9-21		D	-				LICENSES AND TAX	101.41409.0445
63290	10/18/21	FOREIGN TRANSACTION FEE	2.95		STMT/9-21		D	-				OTHER CHARGES	101.41409.0449
63290	10/18/21	SIGHT FEEDER HOPPER	15.05		STMT/9-21		D	-				MTCE. OF EQUIPME	101.42411.0224
63290	10/18/21	DOORSTOP WEDGE	68.94		STMT/9-21		D	-				GENERAL SUPPLIES	101.42411.0229
63290	10/18/21	OAKLEAF-DMT RECERIF TRNG	75.00		STMT/9-21		D	-				TRAVEL-CONF.-SCH	101.42411.0333
63290	10/18/21	EVANS-DMT RECERTIF. TRNG	75.00		STMT/9-21		D	-				TRAVEL-CONF.-SCH	101.42411.0333
63290	10/18/21	LLOYD-SEMINAR REGIS.	418.95		STMT/9-21		D	-				TRAVEL-CONF.-SCH	101.42411.0333
63290	10/18/21	NPCA DETECTION CERTIF.	40.00		STMT/9-21		D	-				TRAVEL-CONF.-SCH	101.42411.0333
63290	10/18/21	2021 NPCA K9 HNDLR MBRSH	20.00		STMT/9-21		D	-				SUBSCRIPTIONS AN	101.42411.0443
63290	10/18/21	PARTS FOR RADIO HEADSETS	15.97		STMT/9-21		D	-				MTCE. OF EQUIPME	101.42412.0224
63290	10/18/21	HI-VISIBILITY JACKET	159.99		STMT/9-21		D	-				SUBSISTENCE OF P	101.43425.0227
63290	10/18/21	CALENDARS/PLANNERS	42.86		STMT/9-21		D	-				GENERAL SUPPLIES	101.43425.0229
63290	10/18/21	FLOWERS-JAGUSH FUNERAL	39.16		STMT/9-21		D	-				GENERAL SUPPLIES	101.43425.0229
63290	10/18/21	MN FALL EXPO REGIS.	690.00		STMT/9-21		D	-				TRAVEL-CONF.-SCH	101.43425.0333
63290	10/18/21	OFFICE SUPPLIES	57.34		STMT/9-21		D	-				OFFICE SUPPLIES	101.45432.0220
63290	10/18/21	STAFF MEETING-MEALS	67.70		STMT/9-21		D	-				SUBSISTENCE OF P	101.45432.0227
63290	10/18/21	MUMS FOR ENTRY WAY	43.13		STMT/9-21		D	-				GENERAL SUPPLIES	101.45432.0229
63290	10/18/21	PARK SUPPLIES	32.31		STMT/9-21		D	-				GENERAL SUPPLIES	101.45432.0229
63290	10/18/21	AMAZON MEMBERSHIP-SEP	14.01		STMT/9-21		D	-				SUBSCRIPTIONS AN	101.45432.0443
63290	10/18/21	CRAFT SUPPLIES	22.92		STMT/9-21		D	-				GENERAL SUPPLIES	101.45435.0229
63290	10/18/21	HERBS	43.56		STMT/9-21		D	-				GENERAL SUPPLIES	101.45435.0229
63290	10/18/21	SUPPLIES	30.15		STMT/9-21		D	-				GENERAL SUPPLIES	101.45435.0229
63290	10/18/21	FALL DECORATIONS	87.00		STMT/9-21		D	-				GENERAL SUPPLIES	101.45435.0229
63290	10/18/21	HOOKS/SUPPLIES	37.73		STMT/9-21		D	-				GENERAL SUPPLIES	101.45435.0229
63290	10/18/21	WALL DECAL STICKER	62.24		STMT/9-21		D	-				GENERAL SUPPLIES	101.45435.0229

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
ERICKSON/BEATA .01483	63318	10/27/21	RENTAL REFUND	100.00		102621		D -	REFUNDS AND REIM	101.41428.0882
EXCEL OVERHEAD DOOR 002443	63319	10/27/21	OVERHEAD DR REPAIR-PARTS	700.00		32253		D -	INSURANCE DEDUCT	101.41428.0822
	63319	10/27/21	OVERHEAD DR REPAIR-LABOR	176.00		32253		D -	INSURANCE DEDUCT	101.41428.0822
			VENDOR TOTAL	876.00						
FARMER DAVE LLC 003617	63320	10/27/21	HAULED BIOSOLIDS	4,810.00		09/26-10/02		D -	OTHER SERVICES	651.48486.0339
	63320	10/27/21	HAULED BIOSOLIDS	7,465.58		10/03-10/09		D -	OTHER SERVICES	651.48486.0339
	63320	10/27/21	HAULED BIOSOLIDS	1,735.42		10/10-10/16		D -	OTHER SERVICES	651.48486.0339
			VENDOR TOTAL	14,011.00						
FELT/JAMES E 000993	63321	10/27/21	LEMA TRNG-FUEL REIMB.	50.11		091621		D -	MOTOR FUELS AND	101.42411.0222
	63321	10/27/21	CAR 14 STORAGE TOTE	26.90		092121		D -	GENERAL SUPPLIES	101.42411.0229
			VENDOR TOTAL	77.01						
FERGUSON ENTERPRISES INC 000810	63322	10/27/21	IRRIGATION PARTS	17.88		8821185		D -	MTCE. OF OTHER I	101.43425.0226
FIRST SYSTEMS TECHNOLOGY 003411	63323	10/27/21	GAS METER VERIFICATION	1,300.00		21269		D -	PROFESSIONAL SER	651.48484.0446
FIVE-STAR PUMPING 000234	63324	10/27/21	BIOSOLIDS LAND APPLIC	36,760.80		3874		D -	OTHER SERVICES	651.48486.0339
	63324	10/27/21	BIOSOLIDS LAND APPLIC	27,093.60		3875		D -	OTHER SERVICES	651.48486.0339
			VENDOR TOTAL	63,854.40						
FLEETPRIDE 002973	63325	10/27/21	FILTERS	239.97		82281936		D -	INVENTORIES-MDSE	101.125000
	63325	10/27/21	#140522-SHUT OFF VALVE	50.46		83824159		D -	INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	290.43						
FORUM COMMUNICATIONS COM 002269	63326	10/27/21	AMENDED ZONING ORD.	107.00		CL01777489		D -	PRINTING AND PUB	101.41402.0331
	63326	10/27/21	AMENDED CHARTER	166.92		CL01777493		D -	PRINTING AND PUB	101.41401.0331
	63326	10/27/21	AMENDED CHARTER	209.72		CL01777494		D -	PRINTING AND PUB	101.41401.0331
	63326	10/27/21	MAYOR'S BIKE RIDE ADS	508.00		35008/9-21		D -	OTHER CHARGES	208.45006.0449
			VENDOR TOTAL	991.64						

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
GAME TIME			001103											
	63327	10/27/21	PLAY EQUIP REPAIR-PARTS	322.57		PJI-0169373		D	-				MTCE. OF OTHER I	101.43425.0226
GENERAL MAILING SERVICES			000293											
	63328	10/27/21	POSTAGE 10/04-10/08/21	2.74		59027		D	-				POSTAGE	101.41401.0223
	63328	10/27/21	POSTAGE 10/04-10/08/21	19.72		59027		D	-				POSTAGE	101.41402.0223
	63328	10/27/21	POSTAGE 10/04-10/08/21	16.02		59027		D	-				POSTAGE	101.41403.0223
	63328	10/27/21	POSTAGE 10/04-10/08/21	63.59		59027		D	-				POSTAGE	101.41405.0223
	63328	10/27/21	POSTAGE 10/04-10/08/21	15.00		59027		D	-				POSTAGE	101.41408.0223
	63328	10/27/21	POSTAGE 10/04-10/08/21	12.53		59027		D	-				POSTAGE	101.41420.0223
	63328	10/27/21	POSTAGE 10/04-10/08/21	1.03		59027		D	-				POSTAGE	101.43425.0223
	63328	10/27/21	POSTAGE 10/04-10/08/21	1.36		59027		D	-				POSTAGE	230.43430.0223
	63328	10/27/21	POSTAGE 10/04-10/08/21	4.08		59027		D	-				POSTAGE	651.48484.0223
	63328	10/27/21	POSTAGE 10/18-10/22/21	9.21		59214		D	-				POSTAGE	101.41401.0223
	63328	10/27/21	POSTAGE 10/18-10/22/21	44.63		59214		D	-				POSTAGE	101.41403.0223
	63328	10/27/21	POSTAGE 10/18-10/22/21	5.21		59214		D	-				POSTAGE	101.41403.0223
	63328	10/27/21	POSTAGE 10/18-10/22/21	84.39		59214		D	-				POSTAGE	101.41405.0223
	63328	10/27/21	POSTAGE 10/18-10/22/21	15.00		59214		D	-				POSTAGE	101.41408.0223
	63328	10/27/21	POSTAGE 10/18-10/22/21	0.68		59214		D	-				POSTAGE	101.41420.0223
	63328	10/27/21	POSTAGE 10/18-10/22/21	0.68		59214		D	-				POSTAGE	101.42411.0223
	63328	10/27/21	POSTAGE 10/18-10/22/21	0.68		59214		D	-				POSTAGE	101.42412.0223
	63328	10/27/21	POSTAGE 10/18-10/22/21	2.04		59214		D	-				POSTAGE	101.43425.0223
	63328	10/27/21	POSTAGE 10/18-10/22/21	1.36		59214		D	-				POSTAGE	101.45001.0223
	63328	10/27/21	POSTAGE 10/18-10/22/21	1.36		59214		D	-				POSTAGE	101.45433.0223
	63328	10/27/21	POSTAGE 10/18-10/22/21	1.36		59214		D	-				POSTAGE	101.45435.0223
			VENDOR TOTAL	302.67										
													*CHECK TOTAL	
				302.67										
HACH COMPANY			000316											
	63329	10/27/21	LAB SUPPLIES	766.81		12695784		D	-				GENERAL SUPPLIES	651.48484.0229
HAUG IMPLEMENT CO - JOHN			000324											
	63330	10/27/21	TRACTOR/HONEYWAGON PARTS	235.96		400110		D	-				MTCE. OF EQUIPME	651.48486.0224
HAUG-KUBOTA LLC			002609											
	63331	10/27/21	BLADES/MOWER PARTS	86.57		18278		D	-				MTCE. OF EQUIPME	651.48484.0224
HAWKINS INC			000325											
	63332	10/27/21	FERRIC CHLORIDE	5,824.63		6035714		D	-				GENERAL SUPPLIES	651.48484.0229
HIGH POINT NETWORKS INC			002299											
	63333	10/27/21	2 LENOVO LCD MONITORS	586.00		190945		D	-				SMALL TOOLS	101.41409.0221
IN CONTROL INC			002486											
	63334	10/27/21	FIX L.S. LEVEL TRANSMI	1,203.20		21127NA02		D	-				PROFESSIONAL SER	651.48485.0446
INDEPENDENT TESTING TECH			002152											
	63335	10/27/21	MAT'L TESTING 2101-B	170.00		40058		D	-				PROFESSIONAL SER	421.48453.0446

Vendor Payment History Report
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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
METRO SALES INC			003016											
	63354	10/27/21	CNTRCT USAGE 7/19-10/18	282.24		INV1910175		D	-				MTCE. OF EQUIPME	101.42411.0334
MINI BIFF LLC			001805											
	63355	10/27/21	TOILET RENTALS	81.17		A-127522		D	-				RENTS	101.43425.0440
	63355	10/27/21	TOILET RENTALS	76.76		A-127645		D	-				RENTS	101.43425.0440
	63355	10/27/21	TOILET RENTALS	86.96		A-127680		D	-				RENTS	101.43425.0440
	63355	10/27/21	TOILET RENTALS	86.96		A-127711		D	-				RENTS	101.43425.0440
	63355	10/27/21	TOILET RENTALS	86.96		A-127916		D	-				RENTS	101.43425.0440
			VENDOR TOTAL	418.81		*CHECK TOTAL								
				418.81										
MINN WEST TECHNOLOGY CAM			002565											
	63356	10/27/21	2ND 1/2 TAX ABATEMENT	20,800.00		FT001957		D	-				REFUNDS AND REIM	101.41428.0882
MN CITY\COUNTY MGMT ASSN			000445											
	63357	10/27/21	2022 MEMBERSHIP DUES	60.00		102521		D	-				PREPAID EXPENSES	101.128000
	63357	10/27/21	2021 MEMBERSHIP DUES	120.00		102521		D	-				SUBSCRIPTIONS AN	101.41400.0443
			VENDOR TOTAL	180.00		*CHECK TOTAL								
				180.00										
MN DEPT OF LABOR & INDUS			002857											
	63358	10/27/21	BOILER INSPECTION FEE	30.00		ABR0264451X		D	-				MTCE. OF EQUIPME	101.45433.0334
	63358	10/27/21	ELEVATOR LICENSE	100.00		ALR0124163X		D	-				LICENSES AND TAX	101.45433.0445
			VENDOR TOTAL	130.00		*CHECK TOTAL								
				130.00										
MN DEPT OF REVENUE			000492											
	400	10/18/21	SALES TAX-SEP	22.49CR		STMT/9-21		M	-				INVENTORIES-MDSE	101.125000
	400	10/18/21	FUEL LICENSE RENEWAL	25.00		STMT/9-21		M	-				PREPAID EXPENSES	101.128000
	400	10/18/21	SALES TAX-SEP	966.00		STMT/9-21		M	-				SALES TAX PAYABL	101.206000
	400	10/18/21	USE TAX-SEP	16.57		STMT/9-21		M	-				SALES TAX PAYABL	101.206000
	400	10/18/21	SALES TAX-SEP	23.86CR		STMT/9-21		M	-				OFFICE SUPPLIES	101.41400.0220
	400	10/18/21	SALES TAX-SEP	2.76CR		STMT/9-21		M	-				GENERAL SUPPLIES	101.41400.0229
	400	10/18/21	SALES TAX-SEP	4.52CR		STMT/9-21		M	-				GENERAL SUPPLIES	101.41408.0229
	400	10/18/21	SALES TAX-SEP	1.64CR		STMT/9-21		M	-				OFFICE SUPPLIES	101.42411.0220
	400	10/18/21	SALES TAX-SEP	3.82CR		STMT/9-21		M	-				GENERAL SUPPLIES	101.42411.0229
	400	10/18/21	SALES TAX-SEP	2.41CR		STMT/9-21		M	-				MTCE. OF EQUIPME	101.42412.0224
	400	10/18/21	DIESEL FUEL TAX-SEP	208.78		STMT/9-21		M	-				MOTOR FUELS AND	101.43425.0222
	400	10/18/21	USE TAX-SEP	89.97		STMT/9-21		M	-				MOTOR FUELS AND	101.43425.0222
	400	10/18/21	SALES TAX-SEP	5.34CR		STMT/9-21		M	-				GENERAL SUPPLIES	101.43425.0229
	400	10/18/21	SALES TAX-SEP	1.73CR		STMT/9-21		M	-				GENERAL SUPPLIES	101.45432.0229
	400	10/18/21	SALES TAX-SEP	1.02CR		STMT/9-21		M	-				SUBSCRIPTIONS AN	101.45432.0443
	400	10/18/21	USE TAX-SEP	6.47		STMT/9-21		M	-				MOTOR FUELS AND	101.45433.0222
	400	10/18/21	SALES TAX-SEP	1.07CR		STMT/9-21		M	-				OFFICE SUPPLIES	101.45435.0220
	400	10/18/21	SALES TAX-SEP	18.55CR		STMT/9-21		M	-				GENERAL SUPPLIES	101.45435.0229
	400	10/18/21	SALES TAX-SEP	22.30CR		STMT/9-21		M	-				GENERAL SUPPLIES	101.45437.0229
	400	10/18/21	SALES TAX-SEP	4.92CR		STMT/9-21		M	-				GENERAL SUPPLIES	651.48484.0229
	400	10/18/21	DIESEL FUEL TAX-SEP	16.72		STMT/9-21		M	-				MOTOR FUELS AND	651.48485.0222
	400	10/18/21	DIESEL FUEL TAX-SEP	11.62		STMT/9-21		M	-				MOTOR FUELS AND	651.48486.0222

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
MN DEPT OF REVENUE 000492		400	10/18/21	USE TAX-SEP	10.01CR		STMT/9-21		M -	MOTOR FUELS AND	651.48486.0222
		400	10/18/21	SALES TAX-SEP	1.57CR		STMT/9-21		M -	GENERAL SUPPLIES	899.45432.0229
VENDOR TOTAL					1,213.12						
					1,213.12						*CHECK TOTAL
MN FIRE SERVICE CERTIF. 000018		63359	10/27/21	CERTIFICATION TESTING	1,620.00		9103		D -	TRAVEL-CONF.-SCH	101.42412.0333
MN PEIP 003450		63292	10/18/21	HEALTH INSURANCE-NOV	3,711.58		1126894		D -	COBRA INS PREMIU	101.120001
		63292	10/18/21	HEALTH INSURANCE-NOV	2,105.48		1126894		D -	EMPLOYER INSUR.	101.41400.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	4,790.18		1126894		D -	EMPLOYER INSUR.	101.41402.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	2,670.96		1126894		D -	EMPLOYER INSUR.	101.41403.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	6,105.04		1126894		D -	EMPLOYER INSUR.	101.41405.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	1,526.26		1126894		D -	EMPLOYER INSUR.	101.41408.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	2,684.70		1126894		D -	EMPLOYER INSUR.	101.41409.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	1,526.26		1126894		D -	EMPLOYER INSUR.	101.41420.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	381.56		1126894		D -	EMPLOYER INSUR.	101.41424.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	4,186.10		1126894		D -	RETIRED EMPLOYEE	101.41428.0818
		63292	10/18/21	HEALTH INSURANCE-NOV	55,790.96		1126894		D -	EMPLOYER INSUR.	101.42411.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	6,105.04		1126894		D -	EMPLOYER INSUR.	101.42412.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	2,868.61		1126894		D -	EMPLOYER INSUR.	101.43417.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	33,799.26		1126894		D -	EMPLOYER INSUR.	101.43425.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	1,526.26		1126894		D -	EMPLOYER INSUR.	101.45001.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	4,210.96		1126894		D -	EMPLOYER INSUR.	101.45432.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	3,052.52		1126894		D -	EMPLOYER INSUR.	101.45433.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	926.76		1126894		D -	EMPLOYER INSUR.	101.45435.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	289.61		1126894		D -	EMPLOYER INSUR.	101.45437.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	14,431.40		1126894		D -	EMPLOYER INSUR.	651.48484.0114
		63292	10/18/21	HEALTH INSURANCE-NOV	1,526.26		1126894		D -	EMPLOYER INSUR.	651.48485.0114
VENDOR TOTAL					154,215.76						
					154,215.76						*CHECK TOTAL
MN\WI PLAYGROUND 003213		63360	10/27/21	PLAYGROUND EQUIPMENT	106,248.79		102521		D -	FURNITURE AND EQ	450.45432.0552
MSCIC .02217		63361	10/27/21	NELSON-CONFERENCE REGIS.	125.00		101421		D -	PREPAID EXPENSES	101.128000
		63361	10/27/21	ERICKSON-CONFERENCE REG.	125.00		101421		D -	PREPAID EXPENSES	101.128000
		63361	10/27/21	ANDERSON-CONFERENCE REG.	125.00		101421		D -	PREPAID EXPENSES	101.128000
		63361	10/27/21	HOLME-CONFERENCE REGIS.	125.00		101421		D -	PREPAID EXPENSES	101.128000
VENDOR TOTAL					500.00						
					500.00						*CHECK TOTAL
MUNICIPAL UTILITIES 000541		63362	10/27/21	UTILITIES FOR OCT	735.10		10/21		D -	UTILITIES	101.42412.0332
		63362	10/27/21	UTILITIES FOR OCT	1,188.70		10/21		D -	UTILITIES	101.43425.0332
		63362	10/27/21	UTILITIES FOR OCT	2,219.72		10/21		D -	UTILITIES	230.43430.0332
		63362	10/27/21	UTILITIES FOR OCT	52,101.44		10/21		D -	UTILITIES	651.48484.0332

Vendor Payment History Report
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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
SPICER/CITY OF			003220							
	63370	10/27/21	MAYOR'S BK RIDE PICNIC	411.68		091721		D -	OTHER CHARGES	208.45006.0449
SPRINT			000578							
	63371	10/27/21	CELL PHONE USAGE-SEP	69.98		317498885-161		D -	COMMUNICATIONS	101.41409.0330
ST CROIX RECREATION CO I			000673							
	63372	10/27/21	PLAY EQUIP REPAIR-PART 1,	643.05		21012		D -	MTCE. OF OTHER I	101.43425.0226
ST LOUIS MRO INC			.03124							
	63373	10/27/21	FMCSA CLEARINGHOUSE FEE	50.00		53238		D -	SUBSISTENCE OF P	101.43425.0337
TOWMASTER			002674							
	63374	10/27/21	#186884-AIR CYLINDER	214.40		443337		D -	INVENTORIES-MDSE	101.125000
TRIMARK MARLINN LLC			.02865							
	63375	10/27/21	DISHWASHER SOAP	172.40		2785781		D -	GENERAL SUPPLIES	101.45435.0229
UNCOMMON USA INC			001286							
	63376	10/27/21	US FLAGS	133.00		1167663-IN		D -	MTCE. OF OTHER I	101.43425.0226
US BANK			000264							
	63293	10/18/21	PAYING AGENT/ACCEPT. FEE	318.75		6267107		D -	OTHER CHARGES	320.45502.0449
	63293	10/18/21	PAYING AGENT/ACCEPT. FEE	531.25		6267107		D -	OTHER CHARGES	320.45506.0449
				850.00						
			VENDOR TOTAL	850.00						
										*CHECK TOTAL
US BANK EQUIPMENT FINANC			003143							
	63377	10/27/21	COPIER LEASE-OCT	157.00		454802299		D -	RENTS	101.42411.0440
VERIZON WIRELESS			002915							
	63378	10/27/21	4 CELL PHONES	927.64		9890205087		D -	SMALL TOOLS	101.42411.0221
	63378	10/27/21	CELL PHONE USAGE-SEP	2,383.30		9890205087		D -	COMMUNICATIONS	101.42411.0330
				3,310.94						
			VENDOR TOTAL	3,310.94						
										*CHECK TOTAL
VINNA HUMAN RESOURCES			003635							
	63379	10/27/21	HR SERVICES-SEP	1,300.00		420		D -	PROFESSIONAL SER	101.41420.0446
WATCHGUARD VIDEO			003279							
	63380	10/27/21	BODY CAMERA CABLES	75.00		ACCINV0033058		D -	GENERAL SUPPLIES	101.42411.0229
WELLS FARGO ADVISORS			003598							
	401	10/26/21	FHLB-3130APHT5	18,000.00		102621		M -	INVESTMENTS	205.109000
	401	10/26/21	FHLB-3130APHT5	30,000.00		102621		M -	INVESTMENTS	208.109000
	401	10/26/21	FHLB-3130APHT5	50,000.00		102621		M -	INVESTMENTS	230.109000
	401	10/26/21	FHLB-3130APHT5	606,000.00		102621		M -	INVESTMENTS	295.109000
	401	10/26/21	FHLB-3130APHT5	43,000.00		102621		M -	INVESTMENTS	300.109000
	401	10/26/21	FHLB-3130APHT5	1,000.00		102621		M -	INVESTMENTS	312.109000
	401	10/26/21	FHLB-3130APHT5	3,000.00		102621		M -	INVESTMENTS	313.109000

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
WELLS FARGO ADVISORS		003598							
401	10/26/21	FHLB-3130APHT5	32,000.00		102621		M -	INVESTMENTS	314.109000
401	10/26/21	FHLB-3130APHT5	7,000.00		102621		M -	INVESTMENTS	315.109000
401	10/26/21	FHLB-3130APHT5	30,000.00		102621		M -	INVESTMENTS	316.109000
401	10/26/21	FHLB-3130APHT5	17,000.00		102621		M -	INVESTMENTS	319.109000
401	10/26/21	FHLB-3130APHT5	163,000.00		102621		M -	INVESTMENTS	421.109000
			1,000,000.00						
		VENDOR TOTAL	1,000,000.00						
WEST CENTRAL COMMUNICATI		000796							
63381	10/27/21	PAGER REPAIR-LABOR	17.50		092553S		D -	MTCE. OF EQUIPME	101.42412.0334
WEST CENTRAL INDUSTRIES		000801							
63382	10/27/21	CLEAN PARKS 09/01-09/03	255.00		7477		D -	CLEANING AND WAS	101.43425.0338
WESTBERG, EISCHENS PLLP		000809							
63383	10/27/21	AUDIT AT 12/31/20	26,000.00		54075		D -	PROFESSIONAL SER	101.41405.0446
WILLMAR CHAMBER OF COMME		000812							
63384	10/27/21	LDRSHP PERSP. SPONSOR	1,000.00		081721		D -	OTHER CHARGES	101.41401.0449
63384	10/27/21	FISCHER-FALL PLNG CONF.	40.00		52954		D -	TRAVEL-CONF.-SCH	208.45005.0333
			1,040.00						
		VENDOR TOTAL	1,040.00						
WITTE SOD FARMS INC		.02933							
63385	10/27/21	SOD FOR BAKER FIELD	286.00		1081		D -	MTCE. OF OTHER I	101.43425.0226
15TH STREET FLATS		003675							
63386	10/27/21	1ST 1/2 2021 INCREMEN	17,035.43		092821		D -	CONTRACTS	376.47321.0661

ACS FINANCIAL SYSTEM
10/27/2021 10:11:02

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR
GL540R-V08.15 PAGE 14

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
REPORT TOTALS:				1,624,387.39						

RECORDS PRINTED - 000333

Vendor Payment History Report

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	297,961.62
205	INDUSTRIAL DEVELOPMENT	18,000.00
208	CONVENTION & VISITORS BUREAU	31,071.71
230	WILLMAR MUNICIPAL AIRPORT	52,248.42
235	WILLMAR MAIN STREET	2,348.24
295	COMMUNITY INVESTMENT	606,000.00
300	D.S. - 2020 BOND	43,000.00
310	D.S. - 2010 BOND	416.66
311	D.S. - 2011 BOND	416.66
312	D.S. - 2012 BOND	1,416.67
313	D.S. - 2013 BOND	3,416.67
314	D.S. - 2014 BOND	32,000.00
315	D.S. - 2015 BOND	7,000.00
316	D.S. - 2016 BOND	30,000.00
318	D.S. - 2018B BOND	416.67
319	D.S. - 2019 BOND	17,000.00
320	LOCAL OPTION SALES TAX DEBT	850.00
338	D.S.-R22 REFRIGERATION 2018A	416.67
350	RICE HOSPITAL DEBT SERVICE	1,500.00
376	T.I. (15TH STREET FLATS)	17,035.43
420	LOCAL OPT SALES TAX PROJECTS	2,300.00
421	S.A.B.F. - #2021B	170,710.00
450	CAPITAL IMPROVEMENT FUND	106,248.79
651	WASTE TREATMENT	166,675.41
812	FIRE INSURANCE ESCROW/TRUST	15,775.00
899	DONATION FUND (AGENCY)	162.77
TOTAL ALL FUNDS		1,624,387.39

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	1,624,387.39
TOTAL ALL BANKS		1,624,387.39



City Council Action Request

Council Meeting Date:	11/1/2021	Agenda Item Number:	5.F.
Agenda Section:	Consent	Originating Department:	Planning & Development Services
Resolution	Yes	Prepared by:	Kayode Adiatu
Ordinance	No	Reviewed By:	Leslie Valiant, City Administrator
No. of Attachments	3	Presented By:	Kayode Adiatu, City Planner
Item:	Block 25 Minor Subdivision Application Approval		

RECOMMENDED ACTION:

Motion By: _____, Second By: _____, to adopt a resolution approving the Block 25 minor subdivision with the following conditions:

- A. All Fire Chief/Marshall, Engineering, Public Works, and MUC comments shall be met, adhered to, and additional information supplied as requested.
- B. All MnDOT comments shall be satisfied.
- C. Declarations/Covenants for party wall, exterior maintenance, and shared driveway shall be submitted to Staff, and recorded concurrently with plat for ease of tractability.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:

The Planning Commission on October 13, 2021, recommended approval of this Minor Subdivision with the above stated conditions.

OVERVIEW:

The applicant is Lumber One Development Company of Avon, MN. The Planning Commission approved a Conditional Use Permit on June 30, 2021, to allow for the proposed Block 25 multi-family housing development in the Renaissance zone, an overlay district encompassing the Central Business District. Additionally, the Planning Commission also approved a minor subdivision that would allow for the construction of this development, which comes with a parking space at the NW corner of the block with an underground parking system. The Planning Commission considered and approved the minor subdivision application on October 13, 2021.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

- Option A: Approve the Minor Subdivision.
- Option B: Request further information on the Minor Subdivision.
- Option C: Deny the Minor Subdivision.

BUDGETARY/FISCAL ISSUES:

None – other than staff time.

ATTACHMENTS:

- Resolution
- Preliminary Plat
- Site Plan

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MINOR SUBDIVISION OF Block 25

Motion By: _____

Second By: _____

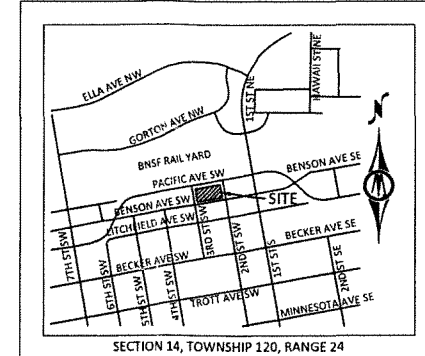
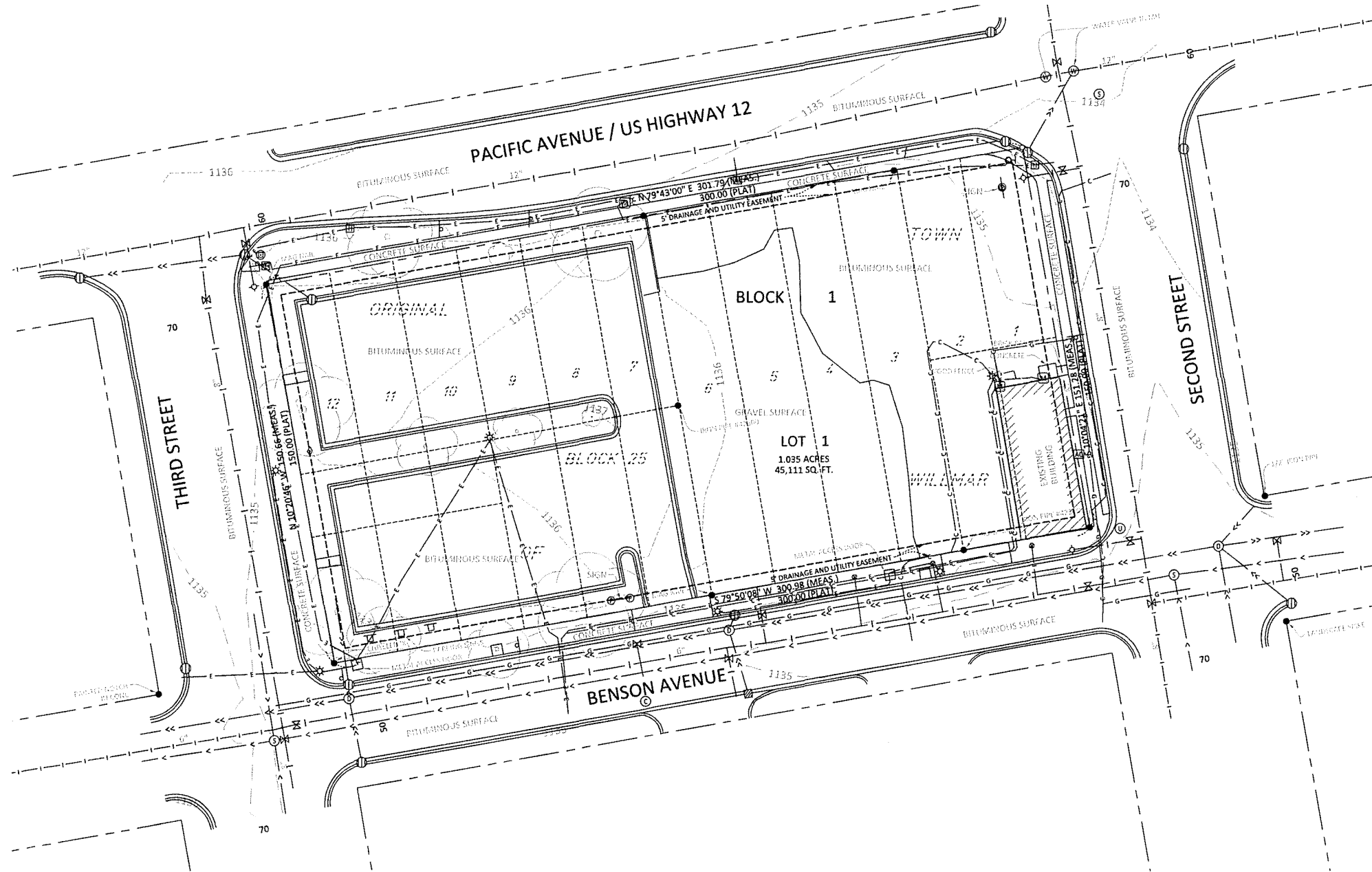
BE IT RESOLVED by the City Council of the City of Willmar to approve the minor subdivision of Block 25 to allow for the construction of a 57-unit, four-story loft style multi-family housing development.

MAYOR

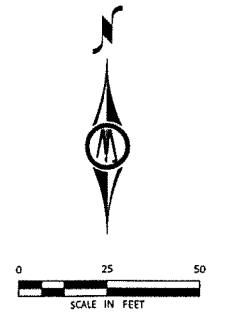
Attest:

CITY CLERK

BLOCK 25 FLATS PRELIMINARY PLAT



VICINITY MAP
NOT TO SCALE



LEGEND

- 1/2" X 14" IRON PIPE MONUMENT
- SET WITH RLS CAP NO. 57632
- IRON MONUMENT FOUND WITH RLS CAP NO. 42300, UNLESS NOTED OTHERWISE
- ⊕ CATCH BASIN
- ⊕ FIRE HYDRANT
- ⊕ LIGHT POLE
- ⊕ MANHOLE-SANITARY SEWER
- ⊕ MANHOLE-STORM SEWER
- ⊕ MANHOLE-OTHER
- ⊕ PEDESTAL-COMMUNICATION
- ⊕ SIGN TRAFFIC
- ⊕ TRANSFORMER-ELECTRIC
- ⊕ TREE-CONIFEROUS
- ⊕ TREE-DECIDUOUS
- ⊕ TRAFFIC SIGNAL CABINET
- ⊕ WATER VALVE
- ⊕ BOLLARD
- ⊕ POST
- ⊕ PEDESTRIAN PUSH BUTTON
- ⊕ ELECTRIC METER
- ⊕ GAS METER
- ⊕ BUSH
- ⊕ HANDHOLE
- ⊕ AIR CONDITIONER UNIT
- COMMUNICATION UNDERGROUND
- GAS UNDERGROUND
- SANITARY SEWER
- STORM SEWER
- WATER SYSTEM
- WOOD FENCE
- CURB & GUTTER
- BUILDING SETBACK
- ADJACENT
- PROPOSED DRAINAGE AND UTILITY EASEMENT
- EASEMENT
- EXISTING RIGHT OF WAY
- INTERMEDIATE CONTOUR
- INDEX CONTOUR

OWNER:

BLOCK 25 LOFTS, LLC

DEVELOPER:

Lumber One, Avon Inc.
P.O. Box 7
AVON, MN 56310

SURVEYOR & ENGINEER:

BOLTON & MENK, INC.
7533 SUNWOOD DRIVE NW
SUITE 206
RAMSEY, MN 55303

CURRENT ZONING:

CBD - CENTRAL BUSINESS DISTRICT

LOT REQUIREMENTS:

- PER CITY OF WILLMAR CODE, SECTION 6.J
- A. Lot Area: 2,000 sq. ft. (CBD)
 - B. Lot Width: 25 feet (CBD)
 - C. Maximum building height: 45 feet (CBD)

LEGAL DESCRIPTION:

Block 25 Willmar, Town of (Original) North half of Lots 1 & 2 Block 25 and South half of Lots 1 & 2, Block 25.

Lot 3, Block 25 Town of Willmar, Kandiyohi County, State of Minnesota.

Lot 4, Block 25 Town of Willmar, Kandiyohi County, State of Minnesota.

Lot 5 & 6, Block 25 Town of Willmar, Kandiyohi County, State of Minnesota.

North half of Lots 7, 8, 9, 10, 11 & 12, Block-25, Town of (Original) Willmar, according to the official plat on file in the office of the County Recorder for Kandiyohi County, Minnesota.

South half of Lots 7, 8, & 9, Block-25, Town of (Original) Willmar, according to the official plat on file in the office of the County Recorder for Kandiyohi County, Minnesota.

South 50' of Lots 10, 11, & 12, Block-25, Town of (Original) Willmar, according to the official plat on file in the office of the County Recorder for Kandiyohi County, Minnesota.

North 25' of the South half of Lots 10, 11 & 12, Block-25, Town of (Original) Willmar, according to the official plat on file in the office of the County Recorder for Kandiyohi County, Minnesota.

SURVEYOR'S NOTES:

- ALL PROPOSED EASEMENTS ARE SIX FEET WITH AND FOR DRAINAGE AND UTILITY PURPOSES.
- BEARINGS ARE IN TERMS OF KANDIYOHI COUNTY COORDINATE SYSTEM.
- FIELDWORK WAS COMPLETED IN JULY 2021.
- UNDERGROUND UTILITY LINES AND STRUCTURES ARE SHOWN IN AN APPROXIMATE WAY ONLY, ACCORDING TO INFORMATION PROVIDED BY OTHERS. A REQUEST THAT UTILITIES BE LOCATED FOR THIS SURVEY WAS MADE THROUGH GOPHER STATE ONE CALL (TICKET NO. 213972959). THE UNDERGROUND UTILITY LINES AND STRUCTURES SHOWN ON THIS MAP REPRESENT THE INFORMATION PROVIDED TO BOLTON & MENK, INC. AS A RESULT OF THAT REQUEST. THE SURVEYOR DOES NOT GUARANTEE THAT THE INFORMATION PROVIDED WAS EITHER COMPLETE OR ACCURATE. THE SURVEYOR DOES NOT GUARANTEE THAT THERE ARE NO OTHER UNDERGROUND UTILITY LINES AND STRUCTURES, ACTIVE OR ABANDONED, ON OR ADJACENT TO THE SUBJECT PROPERTY.
- ALL DISTANCES ARE IN FEET.

SURVEYOR'S CERTIFICATION

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

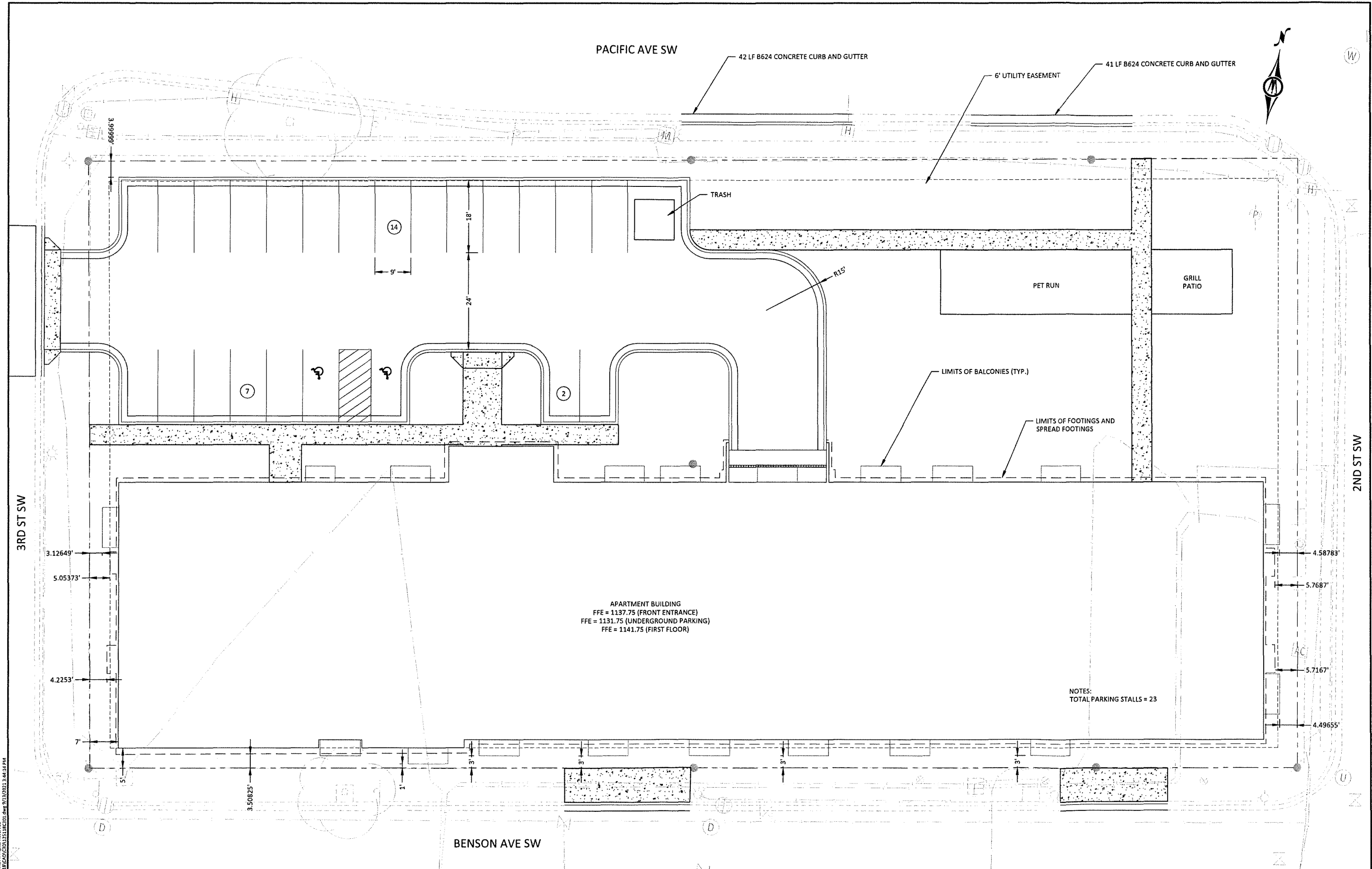
Andrew Hill
Andrew Hill
License Number 57632
Date: 09/13/2021

PRELIMINARY PLAT
200 BENSON AVENUE SW, & 201 PACIFIC AVENUE SW WILLMAR, MN 56201

2040 HIGHWAY 12 EAST
WILLMAR, MINNESOTA 56201
(320) 231-9956

BLOCK 25, TOWN OF (ORIGINAL) WILLMAR, KANDIYOHI COUNTY, MINNESOTA

FOR: LUMBER-ONE CONSTRUCTION



PACIFIC AVE SW

42 LF B624 CONCRETE CURB AND GUTTER

6' UTILITY EASEMENT

41 LF B624 CONCRETE CURB AND GUTTER

TRASH

14

18'

9'

24'

R15'

PET RUN

GRILL PATIO

LIMITS OF BALCONIES (TYP.)

LIMITS OF FOOTINGS AND SPREAD FOOTINGS

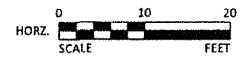
2ND ST SW

3RD ST SW

APARTMENT BUILDING
 FFE = 1137.75 (FRONT ENTRANCE)
 FFE = 1131.75 (UNDERGROUND PARKING)
 FFE = 1141.75 (FIRST FLOOR)

NOTES:
 TOTAL PARKING STALLS = 23

BENSON AVE SW



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
PRELIMINARY
 CHUCK DEWOLF
 LIC. NO. XXXXX DATE 09/17/2021



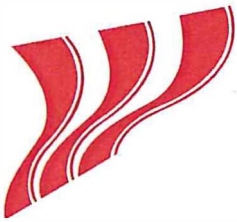
2040 HIGHWAY 12 EAST
 WILLMAR, MINNESOTA 56201
 Phone: (320) 231-3956
 Email: Willmar@bolton-menk.com
 www.bolton-menk.com

DESIGNED	NO.	DATE
RR		
RR		
XXX		
CLIENT PROJ. NO.	DW1.125118	

LUMBER ONE
 BLOCK 25
 C3 - GRADING PLAN
 SITE PLAN

SHEET
C3.01

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City Council Action Request

Council Meeting Date:	11/1/2021	Agenda Item Number:	5.G.
Agenda Section:	Consent	Originating Department:	Planning & Development Services
Resolution	Yes	Prepared by:	Willard Huyck, Main Street Coordinator - Planner
Ordinance	No	Reviewed By:	Leslie Valiant, City Administrator
No. of Attachments	3	Presented By:	Willard Huyck, Main Street Coordinator - Planner
Item:	AEHN, LLC Minor Subdivision Application Approval		

RECOMMENDED ACTION:

Motion By: _____, Second By: _____, to adopt a resolution approving the AEHN LLC minor subdivision with the following conditions:

- A. All Fire Chief/Marshall and Engineering comments shall be met, adhered to, and additional information supplied as requested.
- B. The separate access agreement shall be made in a recordable form and recorded by the City.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:

The Planning Commission recommends approval of this Minor Subdivision with the above-stated conditions.

OVERVIEW:

Applicant AEHN LLC seeks to deconsolidate the southwestern quadrant of a 4-parcel consolidation at 1109 24th Street NW. The property in question is an undeveloped piece of land within an existing apartment development. Applicant seeks to eventually expand their apartment complex onto this parcel. The property is zoned Medium-Density/Multiple-Family Residential. The lot meets the minimum density and lot size under medium-density multi-family residential district standards.

Planning Commission reviewed and approved the Minor Subdivision with the above-recommended conditions on October 6, 2021.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

- Option A: Approve the Minor Subdivision.
- Option B: Request further information on the Minor Subdivision.
- Option C: Deny the Minor Subdivision.

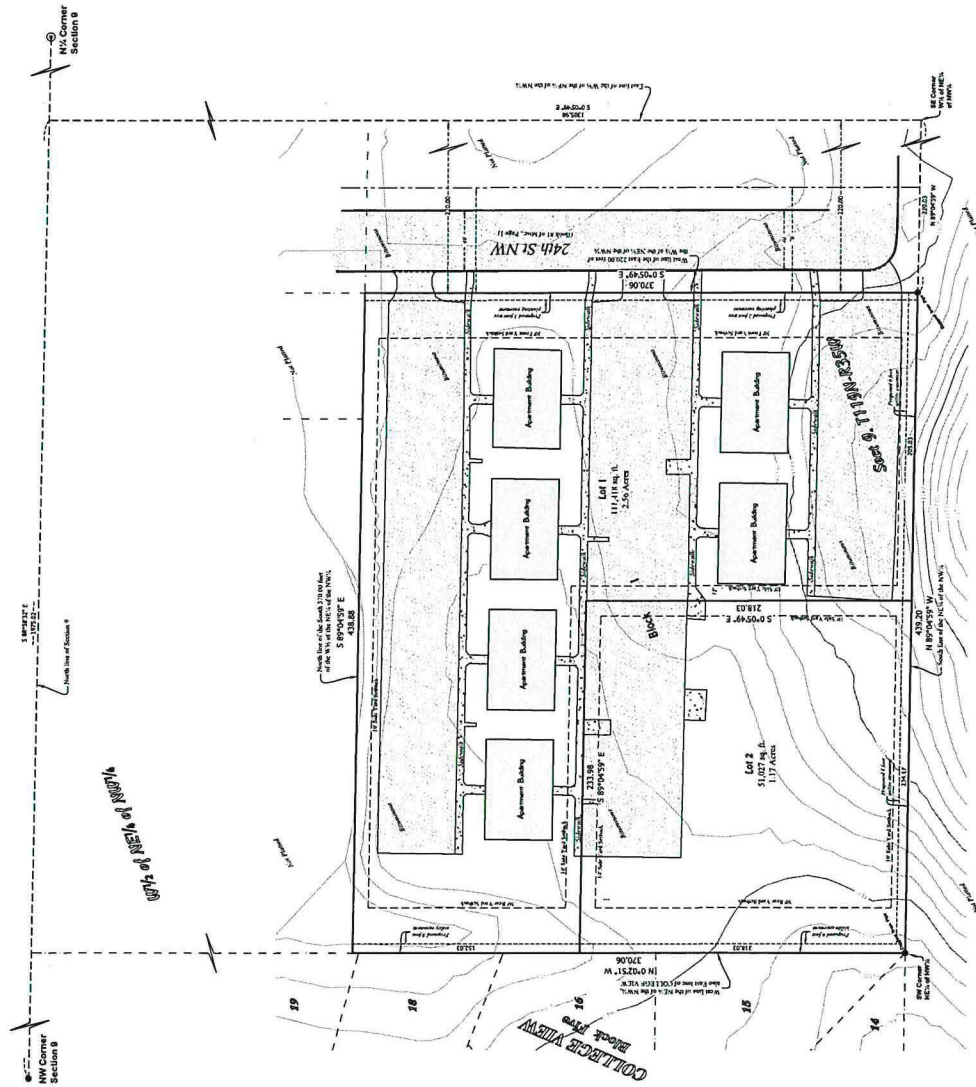
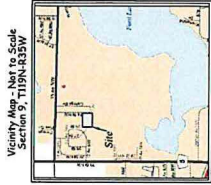
BUDGETARY/FISCAL ISSUES:

The City will collect park dedication fees from the developer as a part of this replat.

ATTACHMENTS:

- Preliminary Plat
- Fire and Engineering Comments
- Resolution

Preliminary Plat of: SUITE LIV'N ADDITION



The drawing prepared by:
Bonnama Runke Stern Inc.
Professional Land Surveyors
10000 14th Street NW
Edmonton, Alberta T6E 4E1
Phone: (780) 441-2827
Fax: (780) 441-2827

Owner / Submitter: Gisha Oshim - ADINA, LLC
Project No: 2021-0001
Total Area: 2.73



LEGEND

- Found Iron Measurement from Former Survey
- Boundary Point Station by adjacent 2nd and 3rd Editions of the Survey
- ⊙ Corner Iron Measurement
- Approximate Right of Way Line

The Orientation of the bearing system is assumed. The North line of Section 9 is assumed to bear S 88° 58' 32" E

PLANNING COMMISSION – OCTOBER 6, 2021
STAFF COMMENTS

1. AEHN LLC MINOR SUBDIVISION – FILE NO 21-05

- The applicant is Joshua Stern of Bonnema Runke & Stern on behalf of AEHN, LLC.
- The applicant is seeking to subdivide a previously consolidated parcel on property legally described as: S 370' of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sect 9 of TWP 119, Range 35, except the E 220'.
- The property in question is an undeveloped piece of land within an existing apartment development. The property is accessible by a parking lot leading to 24th Street NW.
- The parcels are zoned R-4.
- All setback standards are met.
- All lots meet the minimum density and lot size under medium-density multi-family residential district standards.

Department Head Comments

- Fire:
 - We will need additional fire hydrants and proper fire department access roads around the building.
- Engineering:
 - Recommend approval contingent on the following comments:
 - The Preliminary Plat shall include the site legal description.
 - A surveyor certification shall be included on the Preliminary Plat.
 - The Preliminary Plat shall include a full boundary line survey with dimensions to government monuments.
 - Adjacent right of way widths shall be shown on the Preliminary Plat. One dimension appears to have been omitted.
 - Access to the proposed Lot 2 Block 1 shall be identified on the Preliminary Plat along with a separate access agreement. Lot 2 Block 1 is land locked with no frontage to a public right of way.

RESOLUTION NO. _____

**AEHN LLC
MINOR SUBDIVISION APPROVAL**

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 AEHN LLC Minor Subdivision be approved with the following conditions:

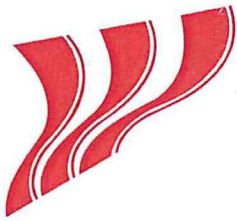
- A. All Fire Chief/Marshall and Engineering comments shall be met, adhered to, and additional information supplied as requested.
- B. The separate access agreement shall be made in a recordable form and recorded by the City.

Dated this 1st day of November, 2021

MAYOR

Attest:

CITY CLERK



City Council Action Request

Council Meeting Date:	11/1/2021	Agenda Item Number:	5.H.
Agenda Section:	Consent	Originating Department:	Willmar Police Department
Resolution	Yes	Prepared by:	Chief Jim Felt
Ordinance	No	Reviewed By:	City Administrator Valiant
No. of Attachments	3	Presented By:	Chief Jim Felt
Item:	Renewal of the Master Joint Powers Agreement with the MN Bureau of Criminal Apprehension and Minnesota Court Amendment Agreement		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to approve the renewal of the Master Joint Powers Agreement with the MN Bureau of Criminal Apprehension and the Minnesota Court Amendment Agreement and authorize the Mayor and Willmar City Clerk to sign for renewal of the agreement.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION: N/A

OVERVIEW: The Willmar Police Department and City Attorney’s Office utilize the Criminal Justice Data Communications Network (CJDN) for access to various information for criminal justice and prosecution purposes including drivers license information, criminal background check data, etc.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER: No other alternatives available through the state of MN.

BUDGETARY/FISCAL ISSUES: \$425 per month (\$50 per month connection charge plus \$15 / month per Virtual Private Network connection x 25 devices)

ATTACHMENTS:

- WPD Master Joint Powers Agreement (MN BCA)
- WPD Court Amendment Agreement
- Draft Resolution

RESOLUTION NO. _____

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

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

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of W on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

2. That the Police Chief-, James Felt, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

3. That the Anderson Law Offices, Thomas Anderson, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

4. That Marv Calvin-, the Mayor for the City of Willmar, and Leslie Valiant, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 1st day of November, 2021

CITY OF WILLMAR

By: Marv Calvin
Its Mayor

ATTEST: _____
By: Judy Thompson
Its City Clerk

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 200414, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

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

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

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

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

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

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

any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

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

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

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

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be

governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

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

11. [reserved]

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

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

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

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

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn.

Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

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

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

15. WARRANTY DISCLAIMERS.

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

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

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA

shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



State of Minnesota Joint Powers Agreement

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

Recitals

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

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

Agreement

1 Term of Agreement

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

2 Agreement Between the Parties

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

2.2 Methods of Access.

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

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

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

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

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

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

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

particular transaction.

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

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

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

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

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent quarterly for the amount of One Hundred Fifty Dollars (\$150.00) or a total annual cost of Six Hundred Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

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

4 Authorized Representatives

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

Name: Dana Gotz, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue
Saint Paul, MN 55106

Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

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

Name: James Felt, Chief
Address: 2201 23rd St NE, Ste 102
Willmar, MN 56201
Telephone: 320.235.1260
Email Address: jfelt@willmarmn.gov

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

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

7 Audits

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

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

7.2 Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

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

8 Government Data Practices

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

9 Investigation of Alleged Violations; Sanctions

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

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

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing Obligations

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

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

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____



Council Action Request

Council Meeting Date:	November 1, 2021	Agenda Item Number:	5.I.
Agenda Section:	Consent	Originating Department:	City Clerk
Resolution	Yes	Prepared by:	Judy Thompson City Clerk
Ordinance	No	Reviewed By:	Leslie Valiant City Administrator
No. of Attachments	1	Presented By:	Judy Thompson City Clerk
Item:	Consideration of Designating a New Polling Place		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to Adopt a Resolution Designating a New Polling Place

OVERVIEW:

The Willmar Ward 4, Precinct 3, which is currently held at the Redeemer Lutheran Church will now be held at the First Covenant Church, 801 Willmar Avenue Southwest. In accordance to Minnesota Statute 204B.16, Subdivision 1a, it is necessary to give notice to voters if the location of the polling place has changed upon the adoption of the proposed Resolution.

Since the Redeemer Lutheran Church has notified us of the unavailability of their facility for use as a polling place, designating the First Covenant Church as an official polling place for Willmar Ward 4, Precinct 3 will allow for a more efficient polling place.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER: N/A

BUDGETARY/FISCAL ISSUES: N/A

ATTACHMENTS:

Resolution

RESOLUTION NO.

**A RESOLUTION BY MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA
ESTABLISHING A NEW POLLING PLACE FOR WARD 4, PRECINCT 3 IN THE CITY OF WILLMAR**

Motion By: _____ Second By: _____

WHEREAS, Precincts are the basic geographical areas for organizing and administering elections; and

WHEREAS, The City Council has previously established three polling locations in each of the City's four wards; and

WHEREAS, Pursuant to Minn. Stat. § 204B.16, the City has the authority to designate polling places by ordinance or resolution; and

WHEREAS, The City has previously used the Redeemer Lutheran Church at 1401 Southwest 6th Street in the City as the polling place for Ward 4, Precinct 3; and

WHEREAS, Upon reviewing available facilities, City staff has recommended changing the polling place for Ward 4, Precinct 3 to the First Covenant Church at 801 Willmar Avenue Southwest in the City due to its superior space and parking.

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

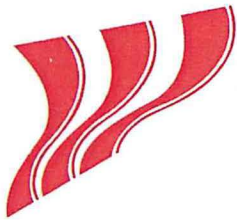
1. Pursuant to Minn. Stat. § 204B.16, Subd. 1, the polling place for Wilmar Ward 4, Precinct 3 is designated as the First Covenant Church at 801 Willmar Avenue Southwest in the City.
2. The Change in the polling place designated for Ward 4, Precinct 3 in Paragraph 1 shall be incorporated into the list of all polling places in the City to be designated by Resolution of the City Council on or before December 31, 2021.
3. The polling place designated in this Resolution shall be used for Ward 4, Precinct 3 until such time as the City Council designates a new polling place for said precinct, and no other location shall be used as a polling place unless a condition listed in Minn. Stat. § 204B.16, Subd. 1 (1) through (3) is present, or unless otherwise allowed by law.
4. The City Clerk shall deliver notice to all households affected by this Resolution in the manner required by Minn. Stat. § 204B.16, Subd. 1a.

Dated this 1st day of November 2021.

MAYOR

Attest:

CITY CLERK



City of Willmar

Council Action Request

Council Meeting Date:	November 1, 2021	Agenda Item Number:	5.J.
Agenda Section:	Consent	Originating Department:	City Clerk
Resolution	Yes	Prepared by:	Judy Thompson City Clerk
Ordinance	No	Reviewed By:	Leslie Valiant City Administrator
No. of Attachments	1	Presented By:	Judy Thompson City Clerk
Item:	Certification of Unpaid Utility Charges as a Lien		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to Adopt a Resolution Approving Unpaid Utility Charges Be Certified Against the Real Property

OVERVIEW:

Section 16-127 of the Willmar City Code states that such unpaid utility bills represent a lien on the real property receiving utility services; and Willmar Municipal Utilities Commission has offered the owner the right to request an appearance before the Commission to make objections to payment. After holding that meeting, the Willmar Municipal Utilities Commission has adopted Resolution No. 54 on October 11, 2021, requesting that the Willmar City Clerk certify the unpaid utility charges as a lien on the real property.

The City Council should adopt the resolution for the unpaid utility charges totaling \$33,690.78 and direct staff to certify to the County Auditor for collection along with other taxes in 2022.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER: N/A

BUDGETARY/FISCAL ISSUES: \$33,690.78

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

RESOLUTION APPROVING UNPAID UTILITY CHARGES BE CERTIFIED AGAINST THE
REAL PROPERTY

Motion By: _____ Second By: _____

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

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

WHEREAS, the Willmar Municipal Utilities Commission has adopted Resolution No. 54 on October 11, 2021, requesting the Willmar City Clerk to certify the unpaid utility charges as a lien on the real property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the amount of the unpaid utility charges totaling \$33,690.78 be certified to the County Auditor to be extended on the tax rolls of such real property in the same manner as other taxes for collecting in 2022 and collected by the County Treasurer, and paid to the City Clerk along with other taxes; and

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

1. Parcel No. 95-003-0130
Located at 809 Lake Avenue NW \$258.68
Described as Section 15, Township 119, Range 35, Block 2
WILLMAR, TOWN OF (ORIGINAL)
Part of Lots 1 & 2: Beginning at Northwest Corner of Lot 1, Thence East 61.5 feet South to a Point 62.4 feet from Southwest Corner of Lot 2, Thence West 62.4 feet North to Beginning

2. Parcel No. 95-003-0320
Located at 918 Gorton Avenue NW \$2,401.47
Described as Section 15, Township 119, Range 35, Block 3
WILLMAR, TOWN OF (ORIGINAL)
Lot 7 Except East 50 feet & South Half of Lot 8 Except East 50 feet

3. Parcel No. 95-003-2080
Located at 102 6th Street SW \$240.59
Described as Section 15, Township 119, Range 35, Block 21
WILLMAR, TOWN OF (ORIGINAL)
*East 7 feet of North 82 feet of Lot 4 and Part of Lots 1, 2 & 3 as Follows:
Commencing at Northeast Corner of Lot 1, Thence South 80.75 feet Thence West to West Line of Lot 3, Thence North to Northwest Corner of Lot 3, Thence 75 feet to Point of Beginning.*

4. Parcel No. 95-003-3310
Located at 431 & 433 #1, Benson Avenue SW \$196.81
Described as Section 15, Township 119, Range 35, Block 30
WILLMAR, TOWN OF (ORIGINAL)
North Half of Lot 9 Except West 6 inches

5. Parcel No. 95-006-1730
Located at 601 3rd Street SW \$912.22
Described as Section 15, Township 119, Range 35, Block 68
FIRST ADDITION TO THE CITY OF WILLMAR
West 100 feet of Lot 14

6.	Parcel No. 95-006-1790 Located at 304 Monongalia Avenue SW Described as Section 15, Township 119, Range 35, Block 69 <i>FIRST ADDITION TO THE CITY OF WILLMAR</i> <i>Lot 7 & South Half of Lot 6, The East 14 feet of Lot 8, & the East 14 feet of South 12.5 feet of Lot 9</i>	\$835.33
7.	Parcel No. 95-006-2200 Located at 616 Monongalia Avenue SW Described as Section 15, Township 119, Range 35, Block 72 <i>FIRST ADDITION TO THE CITY OF WILLMAR</i> <i>East 75 feet of Lots 8, 9 & 10</i>	\$302.25
8.	Parcel No. 95-006-3370 Located at 728 7 th Street SW Described as Section 15, Township 119, Range 35, Lot 7, Block 80 <i>FIRST ADDITION TO THE CITY OF WILLMAR</i>	\$564.84
9.	Parcel No. 95-006-3990 Located at 714 2 nd Street SW Described as Section 15, Township 119, Range 35, Block 85 <i>FIRST ADDITION TO THE CITY OF WILLMAR</i> <i>Lot 4 & North 17 feet of Lot 5</i>	\$2889.62
10.	Parcel No. 95-006-7120 Located at 1223 Becker Avenue SW Described as Section 15, Township 119, Range 35, Block 110 <i>FIRST ADDITION TO THE CITY OF WILLMAR</i> <i>West 50 feet of Lots 12, 13 & 14</i>	\$375.23
11.	Parcel No. 95-015-0320 Located at 408 14 th Street SW Described as Section 15, Township 119, Range 35, Lot 3, Block 3 <i>FOURTH RAILROAD ADDITION TO THE VILLAGE OF WILLMAR</i> <i>And the East Half of Vacated Alley Adjacent to Lot 3</i>	\$405.07
12.	Parcel No. 95-050-0130 Located at 709 11 th Street NW Described as Section 10, Township 119, Range 35, Lot 3, Block 2 <i>BEASLEY'S FIRST ADDITION</i>	\$666.80
13.	Parcel No. 95-080-0050 Located at 1428 Willmar Avenue SW Described as Section 15, Township 119, Range 35, Block 1 <i>BON-VAN ACRES</i> <i>Lot 5 Except North 10 feet</i>	\$289.15
14.	Parcel No. 95-090-0470 Located at 824 5 th Street SW Described as Section 15, Township 119, Range 35, Lot 7 <i>BOOTH'S ADDITION TO WILLMAR</i> <i>Block D</i>	\$216.13
15.	Parcel No. 95-090-1490 Located at 1017 7 th Street SW Described as Section 15, Township 119, Range 35 <i>BOOTH'S ADDITION TO WILLMAR</i> <i>Block K Lot 10 Except North 5 feet; Northerly Half of Lot 9</i>	\$484.47

16.	Parcel No. 95-220-0540 Located at 206 Bernard Street SE Described as Section 14, Township 119, Range 35, Block 5 <i>FERRING'S ADDITION TO THE CITY OF WILLMAR</i> <i>South Half of Lot 3, South Half of East Half of Lot 2</i>	\$1,966.28
17.	Parcel No. 95-222-1220 Located at 704 Minnesota Avenue SE Described as Block 7 <i>FERRING'S 2ND ADDITION</i> <i>Westerly 50 feet of Easterly 100 feet of Lots 1, 2 & 3</i>	\$512.39
18.	Parcel No. 95-230-0355 Located at 803 11½ Avenue SE Described as Section 14, Township 119, Range 35, Block 2 <i>GESCH ADDITION</i> <i>Lot 15 Except Westerly 80 feet; & Lot 16 Except Easterly 76 feet</i>	\$535.23
19.	Parcel No. 95-250-0990 Located at 208 Augusta Avenue SE Described as Section 14, Township 119, Range 35, Block 5 <i>GLARUM'S ADDITION TO WILLMAR</i> <i>Subdivision of Lot B of Block 5 East 75 feet of Lots 19 & 20</i>	\$649.56
20.	Parcel No. 95-370-0020 Located at 305 6 th Street SE Described as Section 14, Township 119, Range 35 <i>HONG & KILAND'S ADDITION TO WILLMAR</i> <i>Southerly 47 feet of Lot 1</i>	\$512.39
21.	Parcel No. 95-390-0400 Located at 1405 12 th Avenue NE Described as Section 11, Township 119, Range 35, Block 3 <i>IVERSON PARK</i> <i>Lot 8 & West 35 feet of Lot 7</i>	\$784.05
22.	Parcel No. 95-510-0300 Located at 1304 17 th Street SW Described as Section 21, Township 119, Range 35, Lot 8, Block 3 <i>MOLENAAR'S ADDITION TO THE CITY OF WILLMAR</i>	\$267.81
23.	Parcel No. 95-540-0010 Located at 804 Olaf Avenue NW <i>ERIK NILSONS ADDITION TO THE VILLAGE OF WILLMAR</i> <i>(NELSON'S ADDITION TO THE VILLAGE OF WILLMAR)</i> <i>West 71 feet of Lot 1, Block 1 of Nelson's Addition and West 71 feet</i> <i>of South 3 feet of Lot 2, Block 3, Thorpe & Lien's Addition</i>	\$484.47
24.	Parcel No. 95-630-0770 Located at 407 Litchfield Avenue SE Described as Section 14, Township 119, Range 35, Block 4 <i>PAULSON & SUNDE'S SUBDIVISION OF LOT D EASTERN</i> <i>ADDITION TO WILLMAR (E BOOK)</i> <i>Lot 17 Except East 4 feet</i>	\$1,113.19

25.	Parcel No. 95-660-0070 Located at 717 Augusta Avenue SE Described as Section 14, Township 119, Range 35, Lot 7, Block 1 <i>PERKINS' FIRST ADDITION TO THE CITY OF WILLMAR</i>	\$228.04
26.	Parcel No. 95-662-0240 Located at 819 Olena Avenue SE Described as Section 14, Township 119, Range 35, Lot 24, Block 1 <i>PERKINS' SECOND ADDITION TO THE CITY OF WILLMAR</i>	\$512.39
27.	Parcel No. 95-671-0460 Located at 1501 9 th Street SE Described as Section 23, Township 119, Range 35, Block 3 <i>PLEASANT VIEW SECOND ADDITION Lot 16 Except Northerly 48.26 feet Thereof and Also Except Southeasterly 20.30 feet of Lot 16 Parcel C</i>	\$1,363.17
28.	Parcel No. 95-684-0430 Located at 709 27 th Avenue SW Described as Section 22, Township 119, Range 35, Lot 3, Block 4 <i>PORTLAND ACRES FOURTH ADDITION TO THE CITY OF WILLMAR</i>	\$465.40
29.	Parcel No. 95-730-0830 Located at 208 Hawaii Street NE Described as Section 11, Township 119, Range 35, Lot 13, Block 6 <i>SPERRY'S ADDITION TO THE VILLAGE OF WILLMAR</i>	\$690.54
30.	Parcel No. 95-730-1130 Located at 213 Hawaii Street NE Described as Section 11, Township 119, Range 35, Lot 3, Block 8 <i>SPERRY'S ADDITION TO THE VILLAGE OF WILLMAR</i>	\$707.91
31.	Parcel No. 95-740-1630 Located at 609 4 th Street SE Described as Section 14, Township 119, Range 35, Block 11 <i>SPICER'S ADDITION TO WILLMAR Lots 3 & 12</i>	\$1,124.47
32.	Parcel No. 95-740-2100 Located at 613 2 nd Street SE Described as Section 14, Township 119, Range 35, Block 13 <i>SPICER'S ADDITION TO WILLMAR North 30 feet of Lot 10 Except That Part Described as Follows Commencing at a Point on East Line of Said Lot 10 Which is 20 feet North of Southeast corner, Thence Northerly 3 feet, Thence Southwesterly on a Straight Line to a Point on the West Line of Said Lot 10 Which is 20 feet Northerly of Southwest Corner of Said Lot 10, Thence Easterly to Point of Beginning; South 40 feet of Lot 11</i>	\$244.34
33.	Parcel No. 95-780-1120 Located at 700 15 th Avenue SW Described as Section 22, Township 119, Range 35, Block 5 <i>SUNNYSIDE Lots 12, 13 & 14</i>	\$1,287.93

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| 34. | <p>Parcel No. 95-820-0680
 Located at 800 Ella Avenue NW
 Described as Section 10, Township 119, Range 35, Block 4
 <i>THORPE & LIEN'S ADDITION TO THE CITY OF WILLMAR</i>
 <i>Part of Lot 2: Beginning 260 feet East from Southwest Corner of Lot 2,</i>
 <i>North 200 feet, East 65 feet, South 200 feet, West 65 feet</i></p> | \$1,054.82 |
| 35. | <p>Parcel No. 95-860-0100
 Located at 1225 16th Street SW
 Described as Section 21, Township 119, Range 35, Lot 10, Block 1
 <i>WEST PARK 1ST ADDITION</i></p> | \$363.88 |
| 36. | <p>Parcel No. 95-914-1150
 Located at 1005 Hwy 12 E
 Described as Section 14, Township 119, Range 35
 <i>Part of Northwest Quarter of Northeast Quarter Described as Follows:</i>
 <i>Beginning at Point 215 feet South & 437 feet East of Northwest Corner</i>
 <i>of Northeast Quarter; Thence South 89 Degrees 53 feet 22 inches East,</i>
 <i>Parallel to North Line of Northeast Quarter 101 feet; Thence South</i>
 <i>Parallel with West Line of Northeast Quarter 113.93 feet to its Intersection</i>
 <i>with Northerly Right-of-Way Line of US Hwy 12; Thence Southwesterly</i>
 <i>Along Last Right-of-Way Line 101.55 feet to its Intersection with Line</i>
 <i>Bearing South from Point of Beginning; Thence North Along Said Line</i>
 <i>124.68 feet to Point of Beginning</i></p> | \$642.72 |
| 37. | <p>Parcel No. 95-914-1957
 Located at 1009 Highway 12 E
 Described as Section 14, Township 119, Range 35
 <i>That Part of Northwest Quarter of Northeast Quarter Described as</i>
 <i>Follows: Beginning at Point 235 feet South & 538 feet East of</i>
 <i>Northwest Corner of Northeast Quarter; Thence South 89 Degrees</i>
 <i>53 feet 22 inches East Parallel to North Line of Northeast Quarter</i>
 <i>40 feet; Thence South Parallel with West Line of Northeast Quarter</i>
 <i>89.70 feet to its Intersection with Northerly Right-of-Way Line of</i>
 <i>US Hwy 12; Thence Southwesterly along said Right-of-Way Line</i>
 <i>40.21 feet to its Intersection with Line Bearing South from Point</i>
 <i>of Beginning; Thence North Along Said Line 93.93 feet to Point</i>
 <i>of Beginning</i></p> | \$633.34 |
| 38. | <p>Parcel No. 95-914-2000
 Located at 205 6th Street SE
 Described as Section 14, Township 119, Range 35
 <i>That Part of Block A Described as Follows: Beginning at the</i>
 <i>Northwest Corner of Lot 1, Block 1 Ferring's Addition, Thence</i>
 <i>East 58.50 feet, Thence North 14 feet, Thence Easterly 100 feet,</i>
 <i>Thence South 10 feet to Northwest Corner of Lot 5, Block 1, Ferring's</i>
 <i>Addition, Thence East 150 feet to Northeast Corner of Lot 7, Block 1,</i>
 <i>Thence North 55 feet, Thence Westerly 154.30 feet to a Point on Line</i>
 <i>with the East Line of Lot 4, Block 1 & 55 feet North of Northeast Corner</i>
 <i>of Said Lot 4, Thence West 139.40 feet to a Point on East Line of Bertha</i>
 <i>(NKA 6th Street SE) & 77 feet North of Northwest Corner of Said Block 1,</i>
 <i>Thence South 77 feet to Point of Beginning, Except That Part Lying</i>
 <i>Easterly of Northerly Extension of West Line of Lot 5, Block 1, Ferring's Addition</i></p> | \$1,097.65 |

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| 39. | Parcel No. 95-914-2400
Located at 1010 Hwy 12 E
Described as Section 14, Township 119, Range 35
<i>Part of Swenson's Outlot Commencing 501 feet, South & 293 feet,
East of Quarter Section Corner Common to Section 11 & 14 Thence
East 200 feet Thence South 173 feet, West 50 feet, North 50 feet,
West 150 feet, North 123 feet to Beginning Except the Right-of-Way</i> | \$409.06 |
| 40. | Parcel No. 95-922-6140
Located at 1805 7 th Street SW
Described as Section 22, Township 119, Range 35
<i>Part Southwest Quarter of Northeast Quarter: Commencing
at a Point on East Line of Southwest Quarter of Northeast Quarter
Distant 297 feet North from Southeast Corner Thereof, Thence West
at Right Angle 193 feet to Place of Beginning, Thence Continuing
Along the Same Course 107 feet to Point on East Line of 7th Street
Thence North 99 feet, Thence East 107 feet, Thence South 99 feet to
Point of Beginning</i> | \$1,106.45 |
| 41. | Parcel No. 95-922-6290
Located at 1804 7 ½ Street SW
Described as Section 22, Township 119, Range 35
<i>Part Southwest Quarter of Northeast Quarter: Commencing 413.5 feet
North & 633.76 feet East of Center of Section 22, Thence West
129.3 feet Thence South 117.6 feet, Thence East 129.3 feet, Thence
North 117.6 feet, to Point of Beginning</i> | \$670.60 |
| 42. | Parcel No. 95-980-0670
Located at 401 30 th Street E-2 NW
Described as Section 08, Township 119, Range 35
<i>E19910341A 1979 Revere Detroit
Regency West E-2, 16x66, white/brown</i> | \$206.74 |
| 43. | Parcel No. 95-980-5150
Located at 1400 Lakeland Drive #15 NE
Described as Section 12, Township 119, Range 35
<i>5MY143810V 2016 Friendship
Northland Square #15, 16x76</i> | \$1,104.18 |
| 44. | Parcel No. 95-980-5490
Located at 1400 Lakeland Drive #49 NE
Described as Section 12, Township 119, Range 35
<i>R242192AB 1990 Schult
Northland Square #49, 28x40, Gray/Red/Black</i> | \$821.75 |
| 45. | Parcel No. 95-980-6340
Located at 1400 Lakeland Drive #94 NE
Described as Section 12, Township 119, Range 35
<i>MY1637265V 2016 Friendship
Northland Square #94, 16x80, Tan/White</i> | \$1,091.37 |

Dated this 1st day of November 2021.

Mayor

Attest:

City Clerk



City Council Action Request

Council Meeting Date:	November 1, 2021	Agenda Item Number:	5.K.
Agenda Section:	Consent	Originating Department:	Engineering Department
Resolution	Yes	Prepared by:	Jared Voge, P.E. Interim City Engineer
Ordinance	No	Reviewed By:	Leslie Valiant City Administrator
No. of Attachments	2	Presented By:	Jared Voge, P.E. Interim City Engineer
Item:	City Engineering Department recommending acceptance of Project No. 2001-A and authorizing final payment to Duininck, Inc. in the amount of \$14,429.06.		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt the resolution accepting Project No. 2001-A and authorizing final payment to Duininck, Inc. in the amount of \$14,429.06.

OVERVIEW:

Project No. 2001-A included the reconstruction of 9th Street SE from Willmar Avenue to Pleasant View Drive.

Final quantities have been reviewed by staff and recommendation is to authorize final payment to Duininck in the amount of \$14,429.06.

BUDGETARY/FISCAL ISSUES:

As-Bid Project Budget	\$1,319,801.25
Change Order No. 1	\$18,193.00
<u>Change Order No. 2</u>	<u>\$5,780.50</u>
Total	\$1,343,774.75

Pay Request No. 1	\$116,622.05
Pay Request No. 2	\$311,285.54
Pay Request No. 3	\$339,014.55
Pay Request No. 4	\$375,093.87
Pay Request No. 5	\$25,308.06
Pay Request No. 6	\$124,948.51
<u>Final Pay Request</u>	<u>\$14,429.06</u>
Total	\$1,306,701.64

ATTACHMENTS:

- Council Resolution
- Final Pay Application

Resolution No.

A RESOLUTION ACCEPTING PROJECT NO. 2001-A AND AUTHORIZING FINAL PAYMENT.

Motion By: _____ Second By: _____

IMPROVEMENT: Project No. 2001-A- 9th Street SE Reconstruction

CONTRACTOR: Duinick, Inc.
DATE OF CONTRACT: May 18, 2020
BEGIN WORK: June 16, 2020
COMPLETE WORK: October 14, 2021
APPROVE, ENGINEERING DEPT: October 25, 2021

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

1. The said City of Willmar Project No. 2001-A be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$1,319,801.25
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$1,319,801.25
CHANGE ORDER NO. 1:	\$18,193.00
CHANGE ORDER NO. 2:	\$5,780.50
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$1,306,701.64
Less Previous Payments	\$1,292,272.58
FINAL PAYMENT DUE CONTRACTOR:	\$14,429.06

Dated this 1st day of November, 2021

Mayor

Attest:

City Clerk

CONTRACTOR'S PAY REQUEST NO. 7 FINAL
PROJECT NO. 2001-A

CONTRACTOR: DUININCK INC.
P.O. BOX 208
PRINSBURG, MN 56281

CONSTRUCTION OF: WATER MAIN, SANITARY SEWER, STORM SEWER, CURB AND GUTTER, AGGREGATE BASE AND PAVING

LOCATION: 9TH ST SE

DATE: 14-Sep-21


HONORABLE MAYOR AND CITY COUNCIL
CITY OF WILLMAR, MINNESOTA

IN ACCORDANCE WITH THE CONTRACT WITH DUININCK INC.
I HEREWITH PRESENT THE FOLLOWING REQUEST

PROJECT NO. 2001-A								
ITEM NO.	ITEMS	UNIT	UNIT PRICE	QUANTITY	QUANTITY THIS REQUEST	AMOUNT THIS REQUEST	QUANTITY TO DATE	AMOUNT TO DATE
2021.501	Mobilization	LS	\$45,750.00	1	0.00	\$0.00	1.00	\$45,750.00
2101.501	Clearing and Grubbing	LS	\$2,500.00	1	0.00	\$0.00	1.00	\$2,500.00
2104.502	Salvage Casting	EA	\$50.00	6	0.00	\$0.00	6.00	\$300.00
2104.502	Remove Manhole or Catch Basin	EA	\$200.00	6	0.00	\$0.00	6.00	\$1,200.00
2104.503	Remove Curb and Gutter	LF	\$2.40	4700	0.00	\$0.00	4615.00	\$11,076.00
2104.503	Remove Sewer Pipe (Storm)	LF	\$5.00	220	0.00	\$0.00	199.00	\$995.00
2104.503	Sawing Bituminous Pavement (Full Depth)	LF	\$1.95	270	0.00	\$0.00	245.00	\$477.75
2104.503	Sawing Concrete Pavement (Full Depth)	LF	\$4.75	1150	0.00	\$0.00	829.00	\$3,937.75
2104.503	Remove Wood Fence	LF	\$5.00	70	0.00	\$0.00	120.00	\$600.00
2104.504	Remove Concrete Driveway Pavement	SY	\$6.85	1050	0.00	\$0.00	929.00	\$6,363.65
2104.504	Remove Bituminous Pavement	SY	\$2.05	14580	0.00	\$0.00	10000.00	\$20,500.00
2104.518	Remove Sidewalk	SF	\$1.00	400	0.00	\$0.00	260.00	\$260.00
2105.504	Geotextile Fabric Type 5	SY	\$1.25	9400	0.00	\$0.00	9400.00	\$11,750.00
2105.507	Common Excavation (EV) (P)	CY	\$13.00	6800	0.00	\$0.00	6800.00	\$88,400.00
2105.509	Select Granular Borrow (CV)	TON	\$12.05	1000	0.00	\$0.00	462.00	\$5,567.10
2105.509	Select Granular Borrow (CV)	TON	\$12.05	7300	0.00	\$0.00	6389.10	\$76,988.66
2123.61	Street Sweeper (With Pickup Broom)	HR	\$150.00	40	0.00	\$0.00	10.00	\$1,500.00
2211.509	Aggregate Base Class 6	TON	\$16.90	4300	0.00	\$0.00	4554.80	\$76,976.12
2360.509	Type SP12.5 Wearing Course Mixture (3B)	TON	\$66.00	1225	0.00	\$0.00	1119.26	\$73,871.16
2360.509	Type SP12.5 Non Wearing Course Mixture (3B)	TON	\$62.00	1225	0.00	\$0.00	1137.16	\$70,503.92
2502.503	5" Perf Pe Pipe Drain	LF	\$7.15	4900	0.00	\$0.00	4424.00	\$31,631.60
2503.502	Flap Gate for Pipe 12" RCP	EA	\$500.00	1	0.00	\$0.00	1.00	\$500.00
2503.503	12" RC Pipe Sewer Class II	LF	\$48.25	1455	0.00	\$0.00	1503.00	\$72,519.75
2503.503	12" PVC Pipe Sewer	LF	\$55.00	10	0.00	\$0.00	0.00	\$0.00
2503.602	Connect To Existing Storm Sewer	EA	\$400.00	3	0.00	\$0.00	3.00	\$1,200.00
2506.502	Casting Assembly (Manhole)	EA	\$740.00	5	0.00	\$0.00	5.00	\$3,700.00
2506.502	Casting Assembly (Catch Basin - B624 Curb)	EA	\$630.00	14	0.00	\$0.00	14.00	\$8,820.00
2506.503	Construct Drainage Structure Design 48-4020	LF	\$489.00	40	0.00	\$0.00	46.14	\$22,562.46
2506.503	Construct Drainage Structure Design H	LF	\$244.00	51	0.00	\$0.00	39.66	\$9,677.04
2511.504	Geotextile Filter Type 3	SY	\$2.50	15.8	0.00	\$0.00	15.80	\$39.50
2511.507	Granular Filter	CY	\$1,000.00	0.2	0.00	\$0.00	0.00	\$0.00
2511.507	Random Riprap, Class II	CY	\$70.00	2.7	0.00	\$0.00	3.20	\$224.00
2521.518	4" Concrete Walk	SF	\$9.50	400	0.00	\$0.00	222.00	\$2,109.00
2531.503	Concrete Curb and Gutter Design B624	LF	\$16.75	4700	0.00	\$0.00	4348.00	\$72,829.00
2531.618	Truncated Domes	SF	\$77.00	16	0.00	\$0.00	16.00	\$1,232.00
2531.504	6" Concrete Driveway Pavement	SY	\$64.00	1075	0.00	\$0.00	1379.41	\$88,282.24
2563.601	Traffic Control	LS	\$1,500.00	1	0.00	\$0.00	1.00	\$1,500.00
2574.507	Common Topsoil Borrow	CY	\$30.00	450	27.22	\$816.60	303.99	\$9,119.70
2574.508	Fertilizer Type 3 (P)	LB	\$1.00	450	0.00	\$0.00	417.50	\$417.50
2575.508	Seed Mixture 25-151 (P)	LB	\$5.00	82	0.00	\$0.00	265.00	\$1,325.00
2575.505	Seeding (P)	AC	\$800.00	1.2	0.00	\$0.00	1.15	\$920.00
2575.508	Hydraulic Bonded Fiber Matrix (P)	LB	\$1.30	4200	0.00	\$0.00	4025.00	\$5,232.50
2573.501	Erosion Control Supervisor	LS	\$1,500.00	1	0.00	\$0.00	1.00	\$1,500.00
2573.502	Storm Drain Inlet Protection	EA	\$175.00	3	0.00	\$0.00	8.00	\$1,400.00
2104.502	Remove Manhole	EA	\$325.00	10	0.00	\$0.00	10.00	\$3,250.00
2104.502	Salvage Casting	EA	\$50.00	10	0.00	\$0.00	10.00	\$500.00

2104.503	Remove Sewer Pipe (Sanitary)	LF	\$1.00	3275	0.00	\$0.00	3536.00	\$3,536.00
2451.609	Granular Foundation And / Or Bedding	TON	\$10.00	1900	18.00	\$180.00	1437.50	\$14,375.00
2451.609	Rock Stabilization	TON	\$24.00	200	15.80	\$379.20	709.61	\$17,030.64
2503.602	Connect to Existing Sanitary Sewer	EA	\$550.00	6	0.00	\$0.00	6.00	\$3,300.00
2503.602	8" x 4" PVC Wye	EA	\$320.00	20	0.00	\$0.00	20.00	\$6,400.00
2503.602	12" x 4" PVC Wye	EA	\$515.00	23	0.00	\$0.00	22.00	\$11,330.00
2503.603	18" PVC Pipe Sewer	LF	\$80.00	20	0.00	\$0.00	13.00	\$1,040.00
2503.603	12" PVC Pipe Sewer	LF	\$49.00	1270	0.00	\$0.00	1245.00	\$61,005.00
2503.603	10" PVC Pipe Sewer	LF	\$80.00	10	0.00	\$0.00	0.00	\$0.00
2503.603	8" PVC Pipe Sewer	LF	\$39.50	975	0.00	\$0.00	937.00	\$37,011.50
2503.603	4" PVC Pipe Sewer	LF	\$18.00	1300	0.00	\$0.00	1328.00	\$23,904.00
2506.503	Construct Drainage Structure Design 4007	LF	\$355.00	121	0.00	\$0.00	120.52	\$42,784.60
2503.602	Connect to Existing Sanitary Sewer Service	EA	\$105.00	45	0.00	\$0.00	42.00	\$4,410.00
2506.603	Construct 8" Outside Drop	LF	\$300.00	15	0.00	\$0.00	9.30	\$2,790.00
2104.502	Salvage Hydrant	EA	\$325.00	6	0.00	\$0.00	6.00	\$1,950.00
2451.609	Granular Foundation And / Or Bedding	TON	\$10.00	1550	0.00	\$0.00	1678.10	\$16,781.00
2504.601	Temporary Water Service	LS	\$2,500.00	1	0.00	\$0.00	1.00	\$2,500.00
2504.602	Connect to Existing Water Service	EA	\$315.00	45	0.00	\$0.00	42.00	\$13,230.00
2504.602	Install 1" Curb Stop & Box	EA	\$295.00	45	0.00	\$0.00	42.00	\$12,390.00
2504.602	Hydrant	EA	\$4,135.00	6	0.00	\$0.00	6.00	\$24,810.00
2504.602	6" Gate Valve And Box	EA	\$1,475.00	6	0.00	\$0.00	6.00	\$8,850.00
2504.602	8" Gate Valve And Box	EA	\$1,950.00	5	0.00	\$0.00	9.00	\$17,550.00
2504.603	1" Type PE Pipe	LF	\$14.00	1500	0.00	\$0.00	1615.00	\$22,610.00
2504.603	6" PVC Water Main	LF	\$35.00	120	0.00	\$0.00	91.00	\$3,185.00
2504.603	8" PVC Water Main	LF	\$33.00	2350	0.00	\$0.00	2323.00	\$76,659.00
2504.602	Connect to Existing Water Main	EA	\$1,250.00	5	0.00	\$0.00	5.00	\$6,250.00
2504.604	2" Polystyrene Insulation	SY	\$30.00	300	0.00	\$0.00	0.00	\$0.00
2504.608	Water Main Fittings	LB	\$8.50	1060	0.00	\$0.00	828.00	\$7,038.00
						\$1,375.80		
	TOTAL PROJECT 2001-A							\$1,282,728.14
	(Price includes all applicable sales and use taxes)							
	CHANGE ORDER # 1							\$18,193.00
	CHANGE ORDER # 2							\$5,780.50
	LESS 5% (TOTAL RETAINAGE)							\$65,335.08
	LESS 1.0% (RETAINAGE HELD)					\$13,053.26		\$13,053.26
	RELEASED 4.0% RETAINAGE							\$52,268.07
	SUBTOTAL					\$14,429.06		\$1,306,701.64
	FINAL AMOUNT DUE TO CONTRACTOR					\$14,429.06		

APPROVED: 
PUBLIC WORKS DIRECTOR

APPROVED: 
CONTRACTOR

10/25/2021

BUDGET NO.: 400.48451.0336

CONTRACT AMOUNT:

Change order # 1

Change order # 2

Adjusted Contract Amount:

\$1,319,801.25

\$18,193.00

\$5,780.50

\$1,343,774.75



City Council Action Request

Council Meeting Date:	November 1, 2021	Agenda Item Number:	5.L.
Agenda Section:	Consent	Originating Department:	Engineering Department
Resolution	Yes	Prepared by:	Jared Voge, P.E. Interim City Engineer
Ordinance	No	Reviewed By:	Leslie Valiant City Administrator
No. of Attachments	2	Presented By:	Jared Voge, P.E. Interim City Engineer
Item:	City Engineering Department recommending acceptance of Project No. 2003-A and authorizing final payment to Duininck, Inc. in the amount of \$6,675.39.		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt the resolution accepting Project No. 2003-A and authorizing final payment to Duininck, Inc. in the amount of \$6,675.39.

OVERVIEW:

Project No. 2003-A included the overlay of 1st Street S from the west bound MNTH No.23 ramps to 19th Avenue.

Final quantities have been reviewed by staff and recommendation is to authorize final payment to Duininck in the amount of \$6,675.39.

BUDGETARY/FISCAL ISSUES:

As-Bid Project Budget	\$693,793.10
Change Order No. 1	\$21,250.00
Change Order No. 2	\$100.00
<u>Change Order No. 3</u>	<u>\$29,465.40</u>
Total	\$744,608.50

Pay Request No. 1	\$592,396.71
Pay Request No. 2	\$41,172.77
Pay Request No. 3	\$593.04
Pay Request No. 4	\$26,701.58
<u>Final Pay Request</u>	<u>\$6,675.39</u>
Total	\$667,539.49

ATTACHMENTS:

- Council Resolution
- Final Pay Application

Resolution No.

A RESOLUTION ACCEPTING PROJECT NO. 2003-A AND AUTHORIZING FINAL PAYMENT.

Motion By: _____ Second By: _____

IMPROVEMENT: Project No. 2003-A- 1st Street South Overlay

CONTRACTOR: Duinick, Inc.
DATE OF CONTRACT: May 18, 2020
BEGIN WORK: June 12, 2020
COMPLETE WORK: September 10, 2021
APPROVE, ENGINEERING DEPT: October 25, 2021

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

1. The said City of Willmar Project No. 2003-A be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$693,793.10
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$693,793.10
CHANGE ORDER NO. 1:	\$21,250.00
CHANGE ORDER NO. 2:	\$100.00
CHANGE ORDER NO. 3:	\$29,465.40
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$667,539.49
Less Previous Payments	\$660,864.10
FINAL PAYMENT DUE CONTRACTOR:	\$6,675.39

Dated this 1st day of November, 2021

Mayor

Attest:

City Clerk

CITY OF WILLMAR

ENGINEERING DEPARTMENT

333 Southwest 6th Street

Willmar, Minnesota 56201

PROJECT NUMBER: 2003-A, SAP 175-153-022

First Street South Mill and Overlay
Contract Pay Request Number 5 Final

Contractor: Duinick, Inc. P.O. BOX 208 PRINSBURG, MN 56281				Pay period: 5/13/2021 to 09/09/2021 Prepared by: DJH Date: 10/11/2021				
MnDOT Item Number	Description	Units	Unit Price	Contract Quantity	Quantity this pay period	Amount this pay period	Quantity to Date	Amount to Date
2021.501	Mobilization	LS	\$26,000.00	1	0	\$ -	1	\$26,000.00
2104.502	Salvage Casting	EA	170.00	58	0	-	52	8,840.00
2104.503	Remove Water Main	LF	5.00	150	0	-	150	750.00
2104.503	Remove Curb and Gutter	LF	8.00	2,500	0	-	984	7,870.40
2104.503	Sawing Concrete Pavement (Full Depth)	LF	1.95	200	0	-	187	364.65
2104.504	Remove Concrete Driveway Pavement	SY	10.85	37	0	-	82	885.13
2104.518	Remove Sidewalk	SF	1.00	1,900	0	-	3,681	3,681.20
2104.618	Remove and Replace Bituminous Pavement	SF	5.65	3,675	0	-	1,837	10,377.36
2123.610	Street Sweeper (With Pickup Broom)	HR	190.00	50	0	-	15.43	2,931.70
2211.509	Aggregate Base Class 5	TON	38.30	250	0	-	169	6,468.87
2232.504	Mill Bituminous Surface (3.0")	SY	1.25	28,305	0	-	28,153	35,190.75
2360.509	Type SP12.5 Wearing Course Mixture (3B)	TON	61.47	5,190	0	-	4,988	306,595.15
2506.502	Casting Assembly (Catch Basin - B624 Curb)	EA	620.00	58	0	-	58	35,960.00
2506.502	Adjust Frame & Ring Casting (Storm Manhole)	EA	425.00	10	0	-	52	22,100.00
2506.502	Adjust Frame & Ring Casting (Sanitary Manhole)	EA	510.00	11	0	-	7	3,570.00
2506.602	Chimney Seal	EA	145.00	11	0	-	11	1,595.00
2506.602	Grout Catch Basin or Manhole	EA	180.00	11	0	-	0	-
2521.618	Concrete Walk	SF	11.40	1,900	0	-	2,958	33,722.34
2531.503	Concrete Curb and Gutter Design B624	LF	22.05	2,500	0	-	994	21,917.70
2531.504	8" Concrete Driveway Pavement	SY	78.00	37	0	-	25	1,926.60
2531.618	Truncated Domes	SF	56.10	176	0	-	180	10,098.00
2563.601	Traffic Control	LS	13,000.00	1	0	-	1	13,000.00
2565.602	Rigid PVC Loop Detector 6' x 6'	EA	1,100.00	27	0	-	18	19,800.00
2573.501	Erosion Control Supervisor	LS	1,000.00	1	0	-	1	1,000.00
2573.502	Storm Drain Inlet Protection	EA	100.00	58	0	-	58	5,800.00
2574.508	Fertilizer Type 3 (P) @375#/ac	LB	1.00	84	0	-	84	84.00
2575.505	Seeding (P)	AC	2,500.00	0.24	0.00	-	0.24	600.00
2575.508	Seed Mixture 25-151 (P) @200#/ac	LB	8.00	29	0	-	29	232.00
2575.508	Hydraulic Bonded Fiber Matrix (P) @3500#/ac	LB	2.75	840	0	-	840	2,310.00
2582.503	4" Solid Line Multi Comp Gr In (WR)	LF	0.77	15,000	0	-	8,473	6,524.21
2582.503	4" Broken Line Multi Comp Gr In (WR)	LF	0.87	1,500	0	-	1,870	1,626.90
2582.503	12" Solid Line Multi Comp Gr In (WR)	LF	10.00	150	0	-	0	-
2582.518	Pavt Mssg Multi Comp Gr In (WR)	SF	1.00	1,800	0	-	465	465.00
2582.518	Crosswalk Multi Comp Gr In (WR)	SF	1.00	1,800	0	-	1,062	1,061.99

WATERMAIN ITEMS								
2104.503	Sawing Concrete Pavement (Full Depth)	LF	5.50	230	0	-	26	141.35
2104.503	Sawing Bituminous Pavement (Full Depth)	LF	1.95	265	0	-	84	163.80
2451.609	Granular Bedding	TON	10.00	90	0	-	112	1,120.00
2504.602	Connect to Existing Water main	EA	2,000.00	2	0	-	2	4,000.00
2504.602	8" Gate Valve And Box	EA	2,800.00	2	0	-	1	2,800.00
2504.602	Adjust Gate Valve & Box	EA	170.00	14	0	-	1	170.00
2504.603	8" PVC Water main	LF	59.60	150	0	-	150	8,940.00
2504.608	Water main Fittings	LB	12.00	585	0	-	315	3,780.00
CHANGE ORDER #1								
2506.602	Adjust Frame and Ring Casting	EA	425.00	50	0	-	50	21,250.00
CHANGE ORDER #2								
2506.602	Install Casting	EA	100.00	1	0	-	1	100.00
CHANGE ORDER #3								
2104.503	Remove Water Main	LF	5.00	36	0	-	36	180.00
2104.503	Remove Pipe Sewers	LF	74.75	10	0	-	10	747.50
2104.503	Remove Curb and Gutter	LF	8.00	29	0	-	29	232.00
2104.503	Sawing Bitum. Pave. (Full Depth)	LF	1.95	78	0	-	78	152.10
2105.504	Remove and Replace Bitum. Pave.	SF	5.65	375	0	-	375	2,118.75
2104.504	12" PVC Pipe Sewer	LF	51.75	10	0	-	10	517.50
2531.503	Connect to existing Storm Sewer	EA	1,322.50	2	0	-	2	2,645.00
2451.609	Concrete Curb and Gutter, Deisgn B624	LF	22.05	29	0	-	29	639.45
2504.602	Granular Bedding	TN	10.00	22	0	-	22	220.00
2404.603	8" Gate Valve and Box	EA	2,800.00		0	-	0	-
2504.603	8" PVC Water Main	LF	59.60	36	0	-	36	2,145.60
2565.616	Traffic Control Signal System*	LS	12,277.10	1	0	-	1	12,277.10
2504.608	Water Main Fittings	LB	12.00	275	0	-	230	2,760.00
2504.601	Test Existing Water Main	LS	1,490.40	1	0	-	1	1,490.40
2563.601	Traffic Control	EA	3,300.00	1	0	-	1	3,300.00
2575.501	Turf Establishment	LS	2,300.00	1	0	-	1	2,300.00

Amount Earned this pay period \$ -

Previous payments

11/3/2020 \$592,396.71

12/2/2020 \$41,172.77

2/12/2021 \$593.04

7/1/2021 \$26,701.58

\$660,864.10

Amount Earned to date \$667,539.49

Amount Due to date \$667,539.49

Less Previous Payment #1 592,396.71

Less Previous Payment #2 41,172.77

Less Previous Payment #3 593.04

Less Previous Payment #4 26,701.58

Pay this amount \$6,675.39

APPROVED:

Gary Manzer, Public Works Superintendent

Date

10-25-21

CONTRACT AMOUNT: \$693,793.10

CHANGE ORDER NO.1 21,250.00

CHANGE ORDER NO.2 100.00

CHANGE ORDER NO.3 29,465.40

Authorized amount \$744,608.50

Budget Number 400.48451.0336

APPROVED:

Duninick, Inc.

Date

10-20-21

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Willmar Hockey Association Previous Gambling Permit Number: X-34959-21-006

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 23-7087204

Mailing Address: PO Box 445

City: Willmar State: MN Zip: 56201 County: Kandiyohi

Name of Chief Executive Officer (CEO): Alan Setrum (president)

CEO Daytime Phone: 320-905-3346 CEO Email: settymn@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): mary.larue@hotmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): The Oaks at Eagle Creek

Physical Address (do not use P.O. box): 1000 26th Ave NE, Willmar, MN 56201

Check one:

- City: Willmar Zip: 56201 County: Kandiyohi
- Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 11/3/21 and Dec. 1st, 2021

Check each type of gambling activity that your organization will conduct:

- Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input checked="" type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>City of Willmar</u></p> <p>Signature of City Personnel: <u>Judy R. Thompson</u></p> <p>Title: <u>City Clerk</u> Date: <u>10-26-2021</u></p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Alan Setrum Date: 10-26-21
(Signature must be CEO's signature; designee may not sign)

Print Name: Alan Setrum

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the</p>	<p>application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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HUMAN RIGHTS COMMISSION MINUTES

The Human Rights Commission met virtually on Tuesday, June 15, 2021 at 5:00 p.m. via GoTo meeting.

Members present were: Shelly Bormann, Ben Larson, Justin Ask, Vicki Davis, Lilbon Clark, Richard Engan, Barbara Little and Justin Ask.

Others present were: Jonathon Dahl, Police Chief Jim Felt, Mark Wasson and Administrative Assistant Janell Sommers.

Due to a lack of quorum at 5:03 p.m. the commission meeting was not officially called to order and no official action would be taken at this time. Council Member Vicki Davis introduced Police Chief Jim Felt to update them on a recent letter the City received from the ACLU concerning the Lakeview Highrise Apartments. Chief Felt acknowledged complaints had been received regarding suspicious drug-related activity in the vicinity of the apartment building. He in turn contacted Jill Bengtson, HRA Director to make her aware and the initial response was to increase patrol and use the security cameras. After further discussion they felt they could do some additional community outreach by doing some K-9 demonstrations. The HRA posted a notice in the facility advising of the upcoming K-9 demo and shortly thereafter a letter was received from the ACLU. Concern was expressed in regard to the upcoming training and pursuant to that unease, the demonstration was cancelled.

Chief Felt was thanked for his background explanation of the K-9 training and for being so responsive when the commission poses questions.

Item No. 1 Call to Order

The meeting was called to order by Chair Shelly Bormann at 5:11 p.m. as member came on and a quorum was reached.

Item No. 2 Approve Minutes of Meeting

Chair Bormann presented the minutes of the March 16, 2021 meeting for discussion. Commission Member Larson moved to approve the Human Rights Commission minutes of March 16, 2021 and Commission Member Ask seconded the motion, which carried.

Item No. 3 Public Comment

There were no members of the public present to comment that were not on the agenda.

Item No. 4 Introduction of Upcoming Commission Member

Chair Bormann introduced Jonathon Dahl, Pastor of Bethel Lutheran Church, as soon becoming a new member of the Commission and introductions were given.

Item No. 5 Follow-up Information from Minnesota Department of Human Rights

Chair Bormann updated the Commission on a conversation she had with the Community Resource Director of the Minnesota Department of Human Rights. She stated they stressed community education and offered their department as a resource for training and willing to provide speakers. She stated the Vision 2040 Inclusion Committee is also talking about anti-racism training

and at the same time the Blandin Foundation is doing state-wide training on racism. Members of the Inclusion Committee are previewing a video produced through Blandin that has race related issues to present that video and a community discussion following the model rather than completely recreating. She suggested tying in with Vision 2040 as they can provide the resources to facilitate rather than developing an individual one. They suggested working with the Minnesota Council non-profits to provide training and if there are specific topics happening in the area we can circle back for more assistance. Commission Members are invited to preview the video as well.

Item No. 6. Other Business

The Commission touched on the legislation passed for eviction privileges. Commission Member Larson requested Sheriff Holien be asked to come before the Commission and update on how much of their budget is coming from ICE.

The next meeting date will be August 17th with the goal to meet in person at the City Office Building.

A motion was made, seconded and passed to adjourn. The meeting was adjourned at 5:38 p.m.

Respectfully submitted,

Janell Sommers

Janell Sommers
Administrative Assistant

**Willmar Lakes Area CVB Board Meeting
In Person at the Willmar Conference Center & Online Via Zoom
Tuesday, September 21, 2021 @ 12:00 Noon**

Members Present: Dave Henle, Dave Baker, John Wallin, Judy Thompson, Sue Steinert, Sabrina Lere, David Feist, Ken Warner, Audrey Nelsen and Steve Gardner

Members Excused: Art Benson, Rob Baumgarn, Doug Kuehnast and John Dahl

Guest Present: Mike McArthur

Staff Present: Beth Fischer and Tanya Rosenau

- I. **Call to Order:** Steinert called the meeting to order at 12:09pm.
 - a. **Self-Introductions:** Self-introductions were done.
 - b. **Additions or corrections to the agenda:** Fischer added a discussion on the ARPA Grant.
- II. **Approve Minutes from the August 17, 2021 Meeting:** It was MSC (m/Baker; s/Warner) to approve the minutes from the August 17, 2021 meeting.
- III. **Financial Report:** Thompson presented the financial report and reviewed the lodging tax revenues report. It was MSC (m/Henle, s/Baker) to approve the financial report as it was presented. Thompson shared that the GFO Restricted Fund Balance was transferred per the Board Approval on September 2nd and it will show on next month's financial report. Fischer has received notification that the PPP2 loan is eligible for forgiveness. Paperwork has been submitted and we are waiting on approval.
- IV. **Committee Reports/Updates:**
 - a. **Sports:** Fischer shared that they are putting ice on in the Cardinal Area. The Willmar WarHawks have already had their first game. Work has started on the Rec Fields and the Events Center. The Mayor's Bike Ride took place on Friday, September 17th and over 70 people participated. Hockey Tournaments will start in November.

[Feist joined Meeting]

- b. **Leisure:** Fischer shared inquiries continue to be strong with 3854 inquiries in August compared to 1856 in 2020 and 1426 in 2019. We have been advertising extensively online with a few digital campaigns. Web traffic tends to be very strong as well.
 - c. **Meetings & Conventions:** Fischer shared that their meeting was cancelled. They are planning to discuss how to move forward after COVID while keeping guests feeling safe. There was a discussion on how to enhance the visitor experience whether they are in person or virtual. The board asked the committee to explore what other technology updates can be done in our meeting venues.
 - d. **Visitor Guide:** Steinert shared that they continue to distribute the guide and fill tourism racks. The visitor guide is added to welcome bags for the various conventions. Their next meeting will be in October or November to discuss future guides. Fischer asked that if you have a website, please link to our online Visitor Guide. Baker suggested adding a plexiglass in front of the guides so they don't fall through the front of the tourism racks.
- V. **Affiliated Partnership Updates/Reports:**
 - a. **Spicer Commercial Club:** Feist shared said they had a successful summer event and made a profit. The Commercial Club will be taking over the Explore Spicer website. Winterfest planning has started and they have Dam Jammers booked for January 29th from 7-11pm.

- b. **New London:** Fischer shared the Human Rights Commission is working on a welcome wagon idea for new residents. There are no new updates on the library project. The New London Fall Festival started September 17th and will continue through this weekend with the NL-S Arts and Craft Show, Clean up the Crow, Oktoberfest at Goat Ridge Brewing Co, and a Silent Film Festival at the Little Theatre all taking place on Saturday, October 25th.

VI. Executive Director Report: Fischer reviewed the September Executive Director Report. She noted some upcoming events including the VFW Fall Conference, Backing the Blue Line Conference, MN Rural Education Association and Coalition of Greater MN Cities Fall Conference. She also made note that we are hosting the Central MN Cornhole Tournament at the end of October. She submitted a native article and digital ads to MN Monthly, an ad for the 2022 MN Travel Guide, and ads to the Lakes Area Review and the West Central Tribune for the Mayors Bike Ride. She submitted a bid to host AFSCME 65 for October 2022. The Willmar Lakes Area will be hosting the 2021 Pheasant Opener October 16. Copies of the Executive Director's Report are available upon request from the CVB office.

VII. Other Business:

a. Word Around the Community:

- i. **Feist:** Feist shared his concerns with staffing issues, especially as it's coming into cold and flu season. As staff get sick and they go get tested for COVID, test results could take up to 72 hours to come back. He asked if there was a rapid test people can take in our area. Others said that St. Cloud, Hutchinson, and Albany offer rapid testing. Nelsen suggested that he talk to the COVID nurse line for more information 320-441-5361.
 - ii. **Wallin:** Wallin shared that the Fabulous Armadillos Concert is coming up on October 14 and that he looks forward to seeing the latest production at The Barn Theatre.
 - iii. **Steinert:** Steinert shared that she is excited to see the fall colors and for the cooler weather. Business is doing better this year than last year.
 - iv. **Henle:** Henle shared that Spicer's Comprehensive Plan will be presented this Thursday at O'Neil's with a presentation by Justice Walker from Mid-Minnesota Development Commission. Minnesota Main Street COVID Relief Covid Grants are available.
 - v. **McArthur:** GrandStay has a fall biking program going on to help promote biking in the area.
 - vi. **Baker:** Baker shared that Sunday was the last cruise for Green Lake Cruises and they had a really good season. Bill Adams will be speaking on the NL-S Operating referendum at a town hall event. This Thursday is the Raise the Roof Gala benefitting Habitat for Humanity.
 - vii. **Nelsen:** Nelsen shared her compliments on another successful Mayor's Bike Ride. The Willmar City Council heard a presentation from Willmar Bikes on new signage. The City Council committed to help get it done and acknowledged that engineering and public works needs to be working on biking and pedestrian issues. The city is making an offer to a new Planning and Development Director. Nelsen shared that there were four liquor license violations. The Mayor presented next year's budget and there's a great summary of it in the West Central Tribune. It was approved as a preliminary budget.
 - viii. **Warner:** Warner shared that the Leadership program started its 30th year last Friday, September 17th. The Red Carpet event is November 5th. He will be leaving for a conference in Ely this afternoon with 65 chamber people attending. The MN Retailers Association has selected Dave Baker as the recipient of the Advocate of the Year award. He will be presented the award on October 5th.
 - ix. **Gardner:** Gardner shared that he attended Association of MN Counties. At the conference, they discussed how the American Rescue Plan Act funds should be used. Covid numbers seem to be settling into a range in Kandiyohi County, but those that end up being hospitalized are pretty severe. Everyone should get vaccinated to help prevent severed cases of COVID. He also went over the Opioid Settlement.
- b. **Other:** Fischer shared she met with MMDC to discuss possible grant opportunities related to the ARPA funds.
 - c. **Next Meeting:** The next meeting of the CVB Board of Directors will take place on October 19, 2021.

VIII. Adjournment: Steinert adjourned the meeting at 1:35pm.

Respectfully Submitted by,

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



City of Willmar
CONVENTION & VISITORS BUREAU
Balance Sheet as of September 30, 2021
(As of 10/04/21)

Assets

Cash	\$ 42,578.15
Bremer Wealth Money Market	333.40
Petty Cash	50.00
Investments	284,684.11
Taxes Receivable	-
Accounts Receivable	-
Prepaid Expenses	3,500.41
Interest Receivable	

Total Assets \$ 331,146.07

Liabilities

Accounts Payable	\$ -
PPP2 Loan Share from Chamber	-
Unrealized Revenue - Taxes	-

Total Liabilities -

Fund Balance

Restricted Fund Balance - Prepaid Expenses	5,002.58
Restricted Fund Balance - Governor's Fishing Opener	5,199.31
Committed Fund Balance - CVB	30,544.27
Assigned Fund Balance - Petty Cash/CVB	50.00
Restricted Fund Balance - CVB	203,867.91
Restricted Fund Balance - CVB 2021	86,482.00

Total Fund Balance 331,146.07

Total Liabilities & Fund Balance \$ 331,146.07



Lodging Tax History

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
January	\$ 8,809.36	\$ 9,592.37	\$ 10,146.02	\$ 11,242.91	\$ 12,481.92	\$ 16,072.96	\$ 15,411.55	\$ 14,438.84	\$ 14,232.85	\$ 14,148.02	\$ 7,741.02
February	\$ 10,611.48	\$ 11,908.11	\$10,911.35	\$ 13,578.53	\$ 13,861.89	\$ 12,644.59	\$ 13,292.01	\$ 13,934.28	\$ 14,552.98	\$ 15,048.46	\$ 9,101.68
March	\$ 10,383.91	\$ 11,246.07	\$ 12,286.25	\$ 11,960.20	\$ 13,268.74	\$ 11,951.98	\$ 14,443.01	\$ 14,696.50	\$ 15,673.47	\$ 9,303.62	\$ 12,363.16
April	\$ 11,572.47	\$ 9,979.39	\$ 11,762.97	\$ 12,280.28	\$ 20,893.77	\$ 16,855.81	\$ 15,757.48	\$ 16,409.14	\$ 17,819.29	\$ 4,588.16	\$ 15,029.77
May	\$ 12,184.92	\$ 13,372.89	\$ 13,011.30	\$ 13,953.56	\$ 27,168.41	\$ 16,576.02	\$ 15,746.72	\$ 20,539.88	\$ 20,001.25	\$ 7,314.51	\$ 17,537.08
June	\$ 16,310.94	\$ 17,056.44	\$ 17,723.80	\$ 21,493.18	\$ 31,353.36	\$ 23,587.69	\$ 26,686.49	\$ 28,342.49	\$ 24,163.13	\$ 12,608.70	\$ 23,624.61
July	\$ 21,102.74	\$ 19,419.80	\$ 20,870.17	\$ 23,504.27	\$ 31,335.96	\$ 21,423.26	\$ 27,584.55	\$ 28,880.56	\$ 26,044.25	\$ 16,449.45	\$ 28,542.94
August	\$ 17,099.31	\$18,441.81	\$ 19,836.73	\$ 19,602.33	\$ 26,012.06	\$ 24,542.87	\$ 26,921.27	\$ 26,212.67	\$ 25,113.28	\$ 17,345.10	\$ 28,063.26
September	\$ 14,485.25	\$ 16,027.03	\$ 16,596.08	\$ 15,996.62	\$ 19,337.47	\$ 20,738.25	\$ 21,674.86	\$ 24,656.95	\$ 23,058.37	\$ 16,540.48	
October	\$ 13,417.43	\$ 13,824.00	\$ 15,507.78	\$ 16,011.42	\$ 17,588.17	\$ 19,325.13	\$ 21,137.60	\$ 23,002.47	\$ 22,999.10	\$ 16,290.21	
November	\$ 11,366.74	\$ 11,414.80	\$ 12,603.31	\$ 12,749.26	\$ 13,727.63	\$15,342.87	\$14,726.67	\$17,698.50	\$17,729.37	\$8,651.30	
Camping	\$ 14,625.30	\$ 14,728.80	\$ 14,885.55	\$14,858.75	\$14,785.45	\$15,497.95	\$15,862.70	\$16,275.30	\$15,594.25	\$13,829.45	
December	\$10,045.27	\$ 10,378.89	\$ 11,250.37	\$ 12,489.86	\$ 13,694.93	\$13,812.73	\$13,553.46	\$14,020.88	\$14,276.98	\$6,674.59	
Total Lodging tax	\$ 161,969.85	\$ 177,390.40	\$ 187,391.68	\$ 199,721.17	\$ 255,509.76	\$ 228,372.11	\$ 242,798.37	\$ 259,108.46	\$ 251,258.57	\$ 158,792.05	\$ 142,003.52

Willmar Charter Commission
Minutes of Meeting
City Office Building
Willmar, Minnesota

October 18, 2021

The Willmar Charter Commission was called to order by Vice Chairman Richard Falk. Members present were Richard Falk, Richard Engan, Suzanne Napgezek, Karla Tinklenberg, and John Soderholm. Present 5, Absent 2. Dan Reigstad and Luke Geiger were excused from the meeting.

Also in attendance was City Clerk Judy Thompson.

Item 1 Call Meeting to Order

Vice Chairman Falk called the meeting to order at 1:43 p.m.

Item 2 Approve Minutes of September 14, 2021

Commissioner Engan moved to approve the minutes of September 14, 2021, as printed. Commissioner Soderholm seconded the motion which carried.

Item 3 Election of Officers

Commissioner Engan nominated Commissioner Falk for Chairman. Commissioner Soderholm seconded the motion. There being no further nominations, Vice Chairman Falk called for the vote and the motion carried unanimously.

Commissioner Soderholm nominated Commissioner Engan for Vice Chairman. Commissioner Tinklenberg seconded the motion. There being no further nominations, Vice Chairman Falk called for the vote and the motion carried unanimously.

Commissioner Engan nominated Commissioner Reigstad for Secretary. Commissioner Soderholm seconded the motion. There being no further nominations, Vice Chairman Falk called for the vote and the motion carried unanimously.

Item 4 Discussion of Council Action Regarding Amendments to Section 2.12 and 5.02

Vice Chairman Falk informed the Commission that he presented Section 2.12 and 5.02 Amendments to the City Council on October 4, 2021, and the City Council unanimously approved to set a public hearing for both amendments for November 1, 2021. Commissioner Engan was asked to present the amendments to the Council on November 1, 2021.

Item 5 Other Business

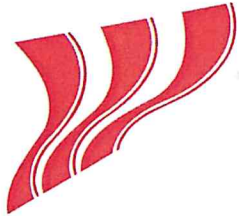
Commissioner Tinkenberg requested an updated listing of the Commissioners and City Clerk information to be given to the members.

Item 6 Adjourn

With no other business to come before the Commission, Commissioner Napgazel offered a motion to adjourn the meeting. Commissioner Tinklenberg seconded the motion which carried. The meeting adjourned at 1:58 p.m.

Respectfully Submitted,

Dan Reigstad
Secretary



City of Willmar

Council Action Request

Meeting Date:	11/01/2021	Agenda Item Number:	9.A.
Agenda Section:	Hearing	Originating Department:	Charter Commission
Resolution	No	Prepared By:	Judy Thompson, City Clerk
Ordinance	Yes	Reviewed By:	Leslie Valiant, City Administrator
No. of Attachments	1	Presented By:	Richard Engan, Charter Commission Vice Chair
Item:	Charter Amendment Ordinance—amending Charter Section 2.12		

RECOMMENDED ACTIONS:

Motion By: _____ Second By: _____, to accept the Charter Commission’s recommendation to adopt an ordinance amending Charter Section 2.12, assign it a number, and publish.

OVERVIEW:

At its September 14, 2021 meeting, the Charter Commission formally recommended that the City Council adopt an ordinance amending Charter Section 2.12 in order to clarify that the City Council is authorized to take actions by simple motion, in addition to acting by adopting a resolution or ordinance. As it currently exists, Section 2.12 seems to suggest that the council may only act by adopting an ordinance for certain specified categories of actions, or by resolution for categories actions not so specified. Section 2.12’s omission of simple motions as a valid manner of action by the Council seems to contradict other sections of the charter which contemplate council actions by motion (for example, the mayor is authorized to veto any ordinance, resolution or motion made by the council in Section 3.05). Adding “simple motions” to the description of actions the Council is authorized to take in Section 2.12 as proposed by the Charter Commission would eliminate this inconsistency and any resulting confusion.

The requested action of the council at this stage is to receive the Charter Commission’s recommendation, adopt the ordinance, assign it a number, and publish. The process for consideration of charter amendment ordinances is governed by statute as well as City Charter, and upon receiving a recommended charter amendment ordinance from the Charter Commission the City Council is required by statute to set and publish notice of a public hearing thereon within 30 days. Following the close public hearing, the City Council has one month to act on the ordinance, and all members of the Council must vote in favor of the ordinance and the Mayor must approve it for the charter amendment to take effect. If so approved, the amendment would take effect 90 days thereafter, unless a valid petition for a referendum on the amendment is received from a sufficient number of registered voters within such time.

PRIMARY ALTERNATIVES TO CONSIDER:

Not adopt the ordinance.

BUDGETARY/FISCAL ISSUES:

None.

ATTACHMENTS:

Charter Amendment Ordinance amending Section 2.12

ORDINANCE NO.

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF WILLMAR

WHEREAS, Pursuant to Minn. Stat. § 410.12, subd. 7, the Charter Commission for the City of Willmar convened on September 14, 2021 and at such meeting recommended that the City Council of the City of Willmar enact a charter amendment by ordinance pursuant to which Section 2.12 of the Willmar Charter be amended to expressly allow council actions which are not required by such section to be done by ordinance to be done by resolution or simple motion; and

WHEREAS, the City Council of the City of Willmar received the above-mentioned recommendation of the Charter Commission when it received the draft minutes of the Charter Commission's September 14, 2021 meeting at the City Council's October 4, 2021 regular meeting.

NOW THEREFORE, THE CITY OF WILLMAR HEREBY ORDAINS:

Section 1. AMENDMENT OF CHARTER SECTION 2.12. Article II, Section 2.12 of the Willmar Charter, is hereby amended as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Section 2.12.—Ordinances and resolutions.

Subdivision 1. Action requiring an ordinance. In addition to other acts required by law or by specific provisions of this Charter to be done by ordinance, those acts of the Council shall be by ordinance which:

*** [Subparagraphs A-I omitted] ***

Acts other than those referred to in this subdivision may be done either by ordinance ~~or by~~, resolution or simple motion.

*** [Subdivisions 2 through 6 omitted] ***

Section 2. EFFECTIVE DATE. Pursuant to Minn. Stat. § 410.12, subd. 7, this ordinance shall be effective 90 days after its adoption and second publication.

Passed by the City Council of the City of Willmar this 1st day of November, 2021.

ATTEST:

Judy Thompson, City Clerk

Marvin Calvin, Mayor

VOTE: ___ ASK ___ ASMUS ___ BUTTERFIELD ___ DAVIS
 ___ FAGERLIE ___ NELSEN ___ O'BRIEN ___ PLOWMAN

This Ordinance introduced by Council Member: Nelsen

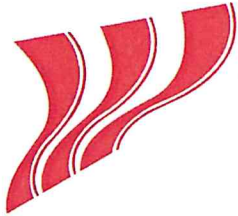
This Ordinance introduced on: October 4, 2021

This Ordinance published on: October 9, 2021

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____



City of Willmar

Council Action Request

Meeting Date:	11/01/2021	Agenda Item Number:	9.B.
Agenda Section:	Hearing	Originating Department:	Charter Commission
Resolution	No	Prepared By:	Judy Thompson, City Clerk
Ordinance	Yes	Reviewed By:	Leslie Valiant, City Administrator
No. of Attachments	1	Presented By:	Richard Engan, Charter Commission Vice Chair
Item:	Charter Amendment Ordinance—amending Charter Section 5.02		

RECOMMENDED ACTIONS:

Motion By: _____ Second By: _____, to accept the Charter Commission's recommendation to adopt an ordinance amending Charter Section 5.02, assign it a number, and publish.

OVERVIEW:

At its September 14, 2021 meeting, the Charter Commission formally recommended that the City Council adopt an ordinance amending Charter Section 5.02 in order to remove a reference to the Finance Subcommittee of the City Council, which the Council recently discontinued along with its other subcommittees (Public Works/Public Safety, Labor Relations and Community Development). The four Council subcommittees that had existed for many years were established not by the charter, as was the case for the Planning, Utilities and Hospital Commissions, for example, but by the city council itself in order to organize itself and implement procedures to allow it to most efficiently, in the council's judgment, conduct the City's business. It appears that a reference to the Finance subcommittee made its way into Charter Section 5.02 sometime after the subcommittees were established by the Council. The Charter Commission now recommends that this reference be deleted from the budget procedures defined in Section 5.02 and that this language revert to the Council itself as a whole.

The requested action of the council at this stage is to receive the Charter Commission's recommendation, adopt the ordinance, assign it a number, and publish. The process for consideration of charter amendment ordinances is governed by statute as well as City Charter, and upon receiving a recommended charter amendment ordinance from the Charter Commission the City Council is required by statute to set and publish notice of a public hearing thereon within 30 days. Following the close public hearing, the City Council has one month to act on the ordinance, and all members of the Council must vote in favor of the ordinance and the Mayor must approve it for the charter amendment to take effect. If so approved, the amendment would take effect 90 days thereafter, unless a valid petition for a referendum on the amendment is received from a sufficient number of registered voters within such time.

PRIMARY ALTERNATIVES TO CONSIDER:

Not adopt the ordinance.

BUDGETARY/FISCAL ISSUES:

None.

ATTACHMENTS:

Charter Amendment Ordinance amending Section 5.02

ORDINANCE NO.

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF WILLMAR

WHEREAS, Pursuant to Minn. Stat. § 410.12, subd. 7, the Charter Commission for the City of Willmar convened on September 14, 2021 and at such meeting recommended that the City Council of the City of Willmar enact a charter amendment by ordinance pursuant to which Section 5.02 of the Willmar Charter be amended remove a reference to the City Council created Finance subcommittee, which has been discontinued by the City Council; and

WHEREAS, the City Council of the City of Willmar received the above-mentioned recommendation of the Charter Commission when it received the draft minutes of the Charter Commission's September 14, 2021 meeting at the City Council's October 4, 2021 regular meeting.

NOW THEREFORE, THE CITY OF WILLMAR HEREBY ORDAINS:

Section 1. AMENDMENT OF CHARTER SECTION 5.02. Article II, Section 5.02 of the Willmar Charter, is hereby amended as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Section 5.2.—Submission of budget and message.

Within the time frame established by State law, the Mayor shall prepare or cause to be prepared and submit to the Council the budget for the ensuing fiscal year and an accompanying message. The budget message shall explain the proposed budget both in fiscal terms and in terms of the work programs. It shall outline the proposed financial policies of the City for the ensuing year, describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures and revenues together with the reasons for such changes, summarize the City's debt position and include such other material as the ~~Finance Committee of the Council~~ deems desirable. Prior to the submission of the proposed budget and budget message, notice thereof shall be published at least ten (10) days prior to the meeting at which it shall be presented and shall state the time and place of said meeting and shall state that said proposed budget is on file in the office of the City Clerk and open to inspection. At least one copy of the proposed budget and of the proposed capital program shall be filed with the City Clerk upon the publication of the notice and shall be kept available for public inspection until the budget and capital program are adopted.

Section 2. EFFECTIVE DATE. Pursuant to Minn. Stat. § 410.12, subd. 7, this ordinance shall be effective 90 days after its adoption and second publication.

Passed by the City Council of the City of Willmar this 1st day of November, 2021.

ATTEST:

Judy Thompson, City Clerk

Marvin Calvin, Mayor

VOTE: ___ ASK ___ ASMUS ___ BUTTERFIELD ___ DAVIS
 ___ FAGERLIE ___ NELSEN ___ O'BRIEN ___ PLOWMAN

This Ordinance introduced by Council Member: Plowman

This Ordinance introduced on: October 4, 2021

This Ordinance published on: October 9, 2021

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____



City Council Action Request

Meeting Date:	11/01/2021	Agenda Item Number:	9.C.
Agenda Section:	Hearing	Originating Department:	Planning & Development Services
Resolution	Yes	Prepared By:	Kayode Adiatu, City Planner
Ordinance	No	Reviewed By:	Leslie Valiant, City Administrator
No. of Attachments	6	Presented By:	Mikaela Huot of Baker-Tilly
Item:	Public Hearing: Establishment of TIF District, and Approval of TIF Plan for Block 25		

RECOMMENDED ACTION:

Open Public Hearing

Motion By: _____ Second By: _____, to adopt the Resolution designating a structurally substandard structure, establishing Tax Increment Financing District - Block 25 Redevelopment Project within Municipal Development District No. II, and approving the Tax Increment Financing Plan relating thereto.

OVERVIEW:

For Council consideration is a proposed Tax Increment Financing (TIF) district for a Lumber One Development Company of Avon (Block 25) project to be located between 2nd and 3rd streets, within the Renaissance zone. The proposed project is a 57-unit, 4 story loft style multi-family housing. The anticipated duration of the district is 15 years, though the City maintains the right to extend its duration to the maximum statutory term of 25 years. The plan estimates \$1,075,722 in tax increment revenue, \$968,148 (about 90%) of which may be spent on TIF eligible costs, including acquisition, demolition, environmental remediation, site preparation and public improvements. The remaining \$107,574 (about 10%) may be spent on administrative expenses related to the project.

The TIF plan complies with the City of Willmar’s TIF policy, and staff does not find any conflicts with Willmar’s Comprehensive Plan.

RECOMMENDED MOTION:

To adopt resolutions establishing the Development District and approving the Tax Increment Financing Plan for Block 25.

ALTERNATIVE:

To not approve the use of tax increment financing for the proposed project

BUDGETARY/FISCAL ISSUES:

None, other than staff time and material.

ATTACHMENTS

- Resolution
- TIF Plan
- Form G – TIF Application with Project Proposal and Exhibits
- TIF Creation Schedule
- Baker-Tilly Memo
- PowerPoint Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA,
APPROVING THE ESTABLISHMENT OF TAX INCREMENT FINANCING
(REDEVELOPMENT) DISTRICT -- BLOCK 25 REDEVELOPMENT PROJECT WITHIN
MUNICIPAL DEVELOPMENT DISTRICT NO. II; AND ADOPTION OF THE TAX
INCREMENT FINANCING PLAN RELATING THERETO.**

Motion By: _____

Second By: _____

WHEREAS, the Willmar City Council ("Council") has heretofore established Municipal Development District No. II (the "Development District") and adopted a Development Program therefor pursuant to and in conformity with applicable law, including Minn. Stat. §§ 469.124 to 469.133 and 469.174 to 469.1794, all inclusive, as amended, (the "Act"); and

WHEREAS, the Council has received a Report on Structurally Substandard Building located at 200 Benson Avenue SW in the City of Willmar (Kandiyohi County Parcel No. 95-003-2630) (the "Designated Property"), within the Tax Increment Financing District, as defined below and the Development District, as defined below, which report is appended hereto as Appendix A; and

WHEREAS, the City has investigated the facts and caused to be prepared a tax increment financing plan for Tax Increment Financing District -- Block 25 Redevelopment Project (the "Tax Increment Financing District"), which plan is appended hereto as Appendix B (the "Tax Increment Financing Plan"); and

WHEREAS, the City has performed all actions required by law to be performed prior to the creation of the Tax Increment Financing District within the Development District, the adoption of the Tax Increment Financing Plan relating thereto, including, but not limited to, notification of Kandiyohi County and Independent School District No. 347, having taxing jurisdiction over the property in the TIF District, a review of and written comment on the Tax Increment Financing Plan by the City of Willmar Planning Commission, and the holding of a public hearing upon published notice as required by law.

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

1. Designation of Structurally Substandard Building.

a. The Council has received from City Building Official Tom Rosemeier the “Report on Structurally Substandard Building,” dated October 6, 2021 (the “Inspection Report”) (appended to the Tax Increment Financing Plan), attached to the Tax Increment Financing Plan, finding that, based on an interior inspection of the building located on the Designated Property, the sole building located thereon was determined to be substandard under the definition set forth in the Minn. Stat. § 469.174, subd. 10 (the “Substandard Building”).

b. Based on the Inspection Report and other information available to the Council, the Council finds that: (i) the building located on the Designated Property is structurally substandard within the meaning of Minn. Stat. § 469.174, subd. 10(b), because it contains defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance; (ii) that the building located on the Designated Property is not in compliance with the building code applicable to new buildings and could not be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the Designated Property; and (iii) more than 15 percent of the area of the tax parcel included in the Designated Property contains buildings, streets, utilities, paved or gravel parking lots, or similar structures. The reasons and supporting facts for this determination are included in, and the Council has relied on the finding set forth in, the Inspection Report.

2. Creation of Tax Increment Financing District – Block 25 Redevelopment Project within Municipal Development District No. II. The City hereby approves the establishment of the Tax Increment Financing District within the Development District, the boundaries of which are fixed and determined as described in the Tax Increment Financing Plan.

3. Tax Increment Financing Plan. The Tax Increment Financing Plan appended hereto is adopted as the tax increment financing plan for the Tax Increment Financing District, and the Council makes the following findings:

a. The Tax Increment Financing District is a Redevelopment District as defined in Minn. Stat. § 469.174, subd. 10, and satisfies the criteria set forth therein for these reasons:

- (1) Parcels comprising at least 70 percent of the area of the Tax Increment Financing District are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures;
- (2) more than 50 percent of the buildings, not including outbuildings, are structurally substandard requiring substantial renovation or clearance; and
- (3) more than 15 percent of the area of each of the tax parcels included in the Tax Increment Financing District contains buildings, streets, utilities, paved or gravel parking lots, or similar structures.

b. The proposed redevelopment project is the development of an approximately 58-unit multifamily residential building, containing a mix of studio, one-bedroom, and two-bedroom units. Additionally, the building will include the construction of approximately 47-units of structured parking as well as surface parking. A key component to the redevelopment is the reimbursement of TIF-eligible demolition, environmental remediation costs, site development, and utility improvements expenses through tax increments.

c. The proposed redevelopment project, in the opinion of the Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and therefore the use of tax increment financing is deemed necessary. This finding is based on the developer's representations that it would not undertake the proposed redevelopment without the financial assistance due to the increased cost associated with the redevelopment of the site, and the City's expectation, based in part on its prior ownership of a portion of the property located within the Tax Increment Financing District, that no significant reinvestment in the site would occur without assistance like that provided in this plan. Therefore, the City believes that the development would not occur but-for the use of tax increment assistance.

d. In accordance with Minn. Stat. § 469.175, Subd. 3(d), the City makes the following determinations:

- (1) The City's estimate of the amount by which the market value of the site will increase without the use of tax increment financing is \$0 (for the reasons described above), except some unknown amount of appreciation.
- (2) If the proposed development to be assisted with tax increment occurs in the District, the total increase in market value would be approximately \$4,764,600, including the value of the buildings (See Exhibit VI to the Tax Increment Financing Plan).
- (3) The present value of tax increments from the Tax Increment Financing District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$704,868 (See Exhibit V to the Tax Increment Financing Plan).
- (4) Even if some development other than the proposed development were to occur, the City finds that no alternative would occur that would produce a market value increase greater than \$4,059,732 (the

amount in subparagraph (2) less the amount in subparagraph (3) without tax increment assistance.

e. The TIF Plan would afford maximum opportunity, consistent with the sound needs of the City as a whole, for development of the Development District by private enterprise because the proposed redevelopment is the construction of a 58-unit multi-family building, in the Development District that (i) is expected to create substantial new tax base for the City and the State; and (ii) clearly meets the City's economic development goals in terms of land use, the removal of blight, the creation of housing, and the creation of jobs.

f. The Tax Increment Financing Plan conforms to the general plan for development of the City as a whole in that the Council has determined that the development proposed in the TIF Plan conforms to the City's comprehensive plan.

4. Public Purpose. The Council finds that the adoption of the Tax Increment Financing Plan conforms in all respects to the requirements of the Act and will provide the impetus for the development of marginal property in the City's central business district to beneficial private use and help fulfill a need in the community for high-quality housing opportunities for residents and workers in the City, and thereby serves a public purpose.

5. Certification. The Auditor of Kandiyohi County is requested to certify the original net tax capacity of the Tax Increment Financing District as described in the Tax Increment Financing Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act; and the Planning and Development Services Director is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the Tax Increment District for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.

6. Filing. The Planning and Development Services Director is further authorized to file a copy of the Tax Increment Financing Plan with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minn. Stat. § 469.175, Subd. 4a.

Dated this 1st day of November, 2021

Mayor

Attest:

City Clerk

Report on Structurally Substandard Building

Building location/address: 200 Benson Avenue SW Willmar, MN 56201

Step 1

Under the tax increment law, specifically, Minnesota Statutes, Section 469.174, Subdivision 10, a building is **structurally substandard** if it contains "defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance."

The above building, based upon actual interior inspection, meets the above-referenced definition of structurally substandard for the following reasons:

The building is not Accessible, it does not have an Accessible entrance, landing, lobby, bathroom, and no accessible parking. The building structure has been improperly altered, the exterior walls and siding are in poor repair. Awning on the exterior of the building has rotten structural members and is in danger of collapsing. Glazing next to entry door is not tempered. The interior has open electrical boxes, holes in walls, and ceiling, and ceiling panels missing. The ceiling in areas does not meet minimum height requirements. The plumbing is improperly installed and improper materials used. Interior doorways are not Accessible. The parking lot is in poor condition and there is not an Accessible route into the building.

Step 2

Notwithstanding the foregoing, the tax increment law also provides that a building may not be considered structurally substandard if it is in compliance with the building code applicable to new buildings or could be modified to satisfy the current building code at a cost of less than 15% of the cost of constructing a new building of the same square footage and type on the same site. The undersigned has calculated the cost of a new building of the same size and type to be \$200,000 (B) and has also estimated that the cost of bringing the existing building up to current building code would be \$75,000 (A). Therefore, since A divided by B is equal to or greater than .15, the existing building could not be brought up to current building code for less than 15% of the new building.

Date: October 8, 2001.



Tom Rosemeier, Building Official – City of Willmar

Note: Additional documentation and data may be attached as part of this report.

City of Willmar, Minnesota

Tax Increment Financing Plan

for

**Tax Increment Financing (Redevelopment) District
Block 25 Redevelopment Project**

within Municipal Development District No. II

Dated: October 12, 2021

Public Hearing Scheduled: November 1, 2021



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Section A Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"City" means the City of Willmar, Minnesota; also referred to as a "Municipality".

"City Council" means the City Council of the City; also referred to as the "Governing Body".

"County" means Kandiyohi County, Minnesota.

"Development District" means Municipal Development District No. II in the City, which is described in the corresponding Development Program.

"Development Program" means the Development Program of the Development District.

"School District" means Independent School District No. 347, Minnesota.

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes sections 469.174 through 469.1794, both inclusive.

"TIF District" means Tax Increment Financing (Housing) District Block 25 Redevelopment Project.

"TIF Plan" means the tax increment financing plan for the TIF District (this document).

Section B Statutory Authorization

Within the City, there exists areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the City has certain statutory powers pursuant to M.S. Sections 469.175 to 469.1794 inclusive, as amended (the "Tax Increment Financing Act" or "TIF Act"), to assist in financing public costs related to this project. Other relevant information is contained in the Development Program for Municipal Development District No. II.

Section C Statement of Objectives

The City seeks to achieve the following objectives through the implementation of the Development Program for Municipal Development District No. II (M.D.D.II):

- a. To encourage planning and development of a desirable and unique character within M.D.D. II through quality land use alternatives and design quality in new buildings, in a manner consistent with the Comprehensive Plan of the City and with a minimum adverse impact on the environment.
- b. To acquire certain property within M.D.D. II which is not now in productive use or in its highest and best use, as the need arises, and to prepare the property for private development.
- c. To sell improved property to private developers to encourage redevelopment and increase the tax base of those taxing jurisdictions within which the District is located, thereby enabling such entities to better pay for governmental services and programs provided by them.

- d. To provide for financing and construction of public improvements and facilities within M.D.D. II in order to effectively service new development in and about the Development District.
- e. To provide promotional sales effort which will encourage private investments within the Development District.
- f. To support the redevelopment of substandard and underutilized properties in the Development District.

Section D Designation of Tax Increment Financing District as a Redevelopment District

Redevelopment districts are a type of tax increment financing district in which one or more of the following conditions exists and is reasonably distributed throughout the district:

(1) parcels comprising at least 70% of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50% of the buildings, not including outbuildings, are structurally substandard requiring substantial renovation or clearance. A parcel is deemed "occupied" if at least 15% of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots; or other similar structures.

(2) the property consists of vacant, unused, underused, inappropriately used, or infrequently used railyards, rail storage facilities, or excessive or vacated railroad right-of-ways; or

(3) tank facilities, or property whose immediately previous use was for tank facilities, as defined in section 115C.02, subdivision 15, if the tank facilities:

- (i) have or had a capacity of more than 1,000,000 gallons;
- (ii) are located adjacent to rail facilities; and
- (iii) have been removed or are unused, underused, inappropriately used, or infrequently used.
- (iv) A qualifying disaster area, as defined in subdivision 10b.

For districts consisting of two or more noncontiguous areas, each area must individually qualify under the provisions listed above, as well as the entire area must also qualify as a whole.

The TIF District qualifies as a redevelopment district in that it meets all of the criteria listed in (1) above. An analysis of the subject property was completed to make this determination. The supporting facts and documentation for this determination will be retained by the City for the life of the TIF District and are available to the public upon request.

"Structurally substandard" is defined as buildings containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance. Generally, a building is not structurally substandard if it is in compliance with the building code applicable to a new building, or could be modified to satisfy the existing code at a cost of less than 15% of the cost of constructing a new structure of the same size and type.

A city may not find that a building is structurally substandard without an interior inspection, unless it cannot gain access to the property and there exists evidence which supports the structurally substandard finding. Such evidence includes recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence. Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained. A parcel is deemed to be occupied by a structurally substandard building if the following conditions are met:

- (1) the parcel was occupied by a substandard building within three years of the filing of the request for certification of the parcel as part of the district;
- (2) the demolition or removal of the substandard building was performed or financed by the City, or was performed by a developer under a development agreement with the City,
- (3) the City found by resolution before such demolition or removal occurred that the building was structurally substandard and that the City intended to include the parcel in the TIF district, and
- (4) the City notifies the county auditor that the original tax capacity of the parcel must be adjusted upon filing the request for certification of the tax capacity of the parcel as part of a district.

In the case of (4) above, the County Auditor shall certify the original net tax capacity of the parcel to be the greater of (a) the current tax capacity of the parcel, or (b) a computed tax capacity of the parcel using the estimated market value of the parcel for the year in which the demolition or removal occurred, and the appropriate classification rate(s) for the current year.

At least 90 percent of the tax increment from a redevelopment district must be used to finance the cost of correcting conditions that allow designation as a redevelopment district. These costs include, but are not limited to, acquiring properties containing structurally substandard buildings or improvements or hazardous substances, pollution, or contaminants, acquiring adjacent parcels necessary to provide a site of sufficient size to permit development, demolition and rehabilitation of structures, clearing of land, removal of hazardous substances or remediation necessary to develop the land, and installation of utilities, roads, sidewalks, and parking facilities for the site. The allocated administrative expenses of the City may be included in the qualifying costs.

Section E Duration of the TIF District

Redevelopment districts may remain in existence 25 years from the date of receipt of the first tax increment. Modifications of this Plan (see Section AA) shall not extend these limitations.

Pursuant to Minnesota Statutes section 469.175, subdivision 1(b), the City specifies 2024 as the first year in which it elects to receive tax increment from the TIF District, which is no later than four years following the year of approval of the TIF District. Thus, the City may collect increment from the district through December 31, 2049 as the maximum duration allowed. The City anticipates that the TIF District will be in place for a shorter duration of only 15-years (through 2038) but reserves the right for the District to be in place for the maximum statutory duration. All tax increments from taxes payable in the year the TIF District is decertified shall be paid to the City.

Section F Property to be Included in the TIF District

The TIF District is an approximately 1.18-acre area of land located within the Development District. The total area of the TIF District also includes adjacent streets and right-of-way located within the Development District. A map showing the location of the TIF District is shown in Exhibit I. The boundaries and area encompassed by the TIF District are described below:

Parcel Number*	Legal Description*
95-003-2670	WILLMAR, TOWN OF (ORIGINAL) N1/2 OF LOTS 7, 8, 9, 10 11 & 12 – BLOCK 25
95-003-2700	WILLMAR, TOWN OF (ORIGINAL) N 25 FT. OF S1/2 OF LOTS 10, 11 & 12 – BLOCK 25
95-003-2690	WILLMAR, TOWN OF (ORIGINAL) S 50 FT. OF LOTS 10,11 & 12 – BLOCK 25

95-003-2680	WILLMAR, TOWN OF (ORIGINAL) S1/2 OF LOTS 7, 8, & 9 – BLOCK 25
95-003-2660	WILLMAR, TOWN OF (ORIGINAL) LOTS 5 & 6 – BLOCK 25
95-003-2650	WILLMAR, TOWN OF (ORIGINAL) LOT 4 – BLOCK 25
95-003-2640	WILLMAR, TOWN OF (ORIGINAL) LOT 3 – BLOCK 25
95-003-2620	WILLMAR, TOWN OF (ORIGINAL) N1/2 OF LOTS 1 & 2 – BLOCK 25
95-003-2630	WILLMAR, TOWN OF (ORIGINAL) S1/2 OF LOTS 1 & 2 – BLOCK 25

**The property within the TIF District maybe replatted as part of the development process. The parcel numbers and legal descriptions represent the parcels prior to any future replatting. The TIF District will encompass the entirety of these parcels upon any replatting.*

The area encompassed by the TIF District shall also include all street or utility rights-of-way located upon or adjacent to the property described above, as illustrated in the boundary map included in Exhibit II.

Section G Property to be Acquired in the TIF District

The City previously acquired a portion of the property and anticipates selling the property for redevelopment. The City does not anticipate acquiring any additional property at this time, but does reserve the right to acquire or sell property within the District.

Section H Specific Development Expected to Occur Within the TIF District

The proposed redevelopment project is the development of an approximately 58-unit multifamily building, containing a mix of studio, one-bedroom, and two-bedroom units. Additionally, the building will include the construction of approximately 47-units of structured parking as well as surface parking. Necessary environmental remediation expenses, demolition, site improvements, and public infrastructure improvements, will be incurred as part of the redevelopment of the site. Construction of the redevelopment project is projected to start in 2022, with completion expected by December 31, 2023. The project is expected to be 66% assessed and on the tax rolls as of January 1, 2023 for taxes payable in 2024; and 100% assessed on the tax rolls as of January 1, 2024. The Districts first receipt of increment has been elected to be delayed until taxes payable 2024.

It is anticipated tax increment will be used to reimburse the Developer for a portion of the TIF eligible costs incurred in the redevelopment of the site. In addition, the City anticipates using available tax increment for related administrative expenses, pooling for TIF-eligible improvements outside of the boundaries of the District, with within the Development District for eligible purposes set forth in Minn. Stat. Section 469.176 subd. 4c., and any other TIF eligible expenditures associated with the redevelopment of the site.

At the time this document was prepared there were no signed construction contracts with regards to the above described redevelopment.

Section I Findings and Need for Tax Increment Financing

In establishing the TIF District, the City makes the following findings:

- (1) The TIF District qualifies as a redevelopment district;

See Section D of this document for the reasons and facts supporting this finding.

- (2) The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future, and the increased market value of the site that could reasonably be expected to occur without the use of tax increment would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan.

Factual basis:

Proposed development not expected to occur:

The proposed redevelopment includes the construction of an approximately 58-unit multifamily building. A key component to the redevelopment is the reimbursement of TIF eligible demolition, environmental remediation costs, site development, and utility improvements expenses through tax increments. The developer has indicated they would not undertake the proposed redevelopment without the financial assistance due to the increased cost associated with the redevelopment of the site. Without the assistance the City has no reason to expect that significant reinvestment in the site would occur without assistance similar to that provided in this plan. Therefore, the City has no reason to believe the development would occur but-for the use of tax increment assistance.

To summarize the basis for the City's findings regarding alternative market value, in accordance with Minnesota Statutes, Section 469.175, Subd. 3(d), the City makes the following determinations:

- a. The City's estimate of the amount by which the market value of the site will increase without the use of tax increment financing is \$0 (for the reasons described above), except some unknown amount of appreciation.
 - b. If the proposed development to be assisted with tax increment occurs in the District, the total increase in market value would be approximately \$4,764,600, including the value of the buildings (See Exhibit VI).
 - c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$704,868 (See Exhibit V).
 - d. Even if some development other than the proposed development were to occur, the City finds that no alternative would occur that would produce a market value increase greater than \$4,059,732 (the amount in clause b less the amount in clause c) without tax increment assistance.
- (3) The TIF Plan would afford maximum opportunity, consistent with the sound needs of the City as a whole, for development of the Development District by private enterprise.

Factual basis: The proposed redevelopment is the construction of a 58-unit multi-family building, in the Development District, that is expected to create substantial new tax base for the City and the State. The development clearly meets the City's economic development goals in terms of land use, the removal of blight, the creation of housing, and the creation of jobs.

- (4) The TIF Plan conforms to general plans for development of the City as a whole.

Factual basis: The City Council has determined that the development proposed in the TIF Plan conforms to the City comprehensive plan.

Section J Estimated Public Costs

The estimated public costs of the TIF District are listed below. Such costs are eligible for reimbursement from tax increments of the TIF District.

TIF eligible costs related to acquisition, demolition, environmental remediation, site improvements/preparation costs, utilities, public improvements, and other TIF eligible expenditures	\$968,148
Administrative expenses	<u>\$107,574</u>
Estimated Tax Increment Project Costs	<u>\$1,075,722</u>

The City anticipates using tax increment to the extent available to reimburse the developer for TIF eligible expenses potentially related to acquisition, demolition, environmental remediation, site improvement/preparation costs, utilities, public improvements, and related administrative expenses, as well as other TIF-eligible expenditures as deemed necessary and related to development of the project site. The City reserves the right to spend available tax increment outside of the boundaries of the TIF District, but within the Development District.

The City reserves the right to administratively adjust the amount of any of the items listed above or to incorporate additional eligible items, so long as the total estimated public cost (\$1,075,722) is not increased. The City also reserves the right to fund any of the identified costs with any other legally available revenues, such as grants and/or loans, but anticipates that such costs will be primarily financed with tax increments.

Section K Estimated Sources of Revenue

Tax Increment revenue (Net of OSA Deduction)	\$1,075,722
Interest on invested funds	0
Land Sale Proceeds	0
Other	0
Total	<u>\$1,075,722</u>

The City anticipates providing financial assistance on a pay-as-you-go basis for TIF-eligible expenses related to the proposed redevelopment. As tax increments are collected from the TIF District in future years, a portion of these taxes will be used by the City to reimburse the developer/owner for public costs incurred (see Section J).

The City reserves the right to finance any or all public costs of the TIF District using pay-as-you-go assistance, internal funding, general obligation or revenue debt, or any other financing mechanism authorized by law. The City also reserves the right to use other sources of revenue legally available for the Development District to pay for such costs including, but not limited to, special assessments, utility revenues, federal or state funds, and investment income.

The City reserves the right to pool tax increment from the TIF District to assist in financing other affordable housing projects within the City.

Section L Estimated Amount of Bonded Indebtedness

The maximum principal amount of bonds (as defined in the TIF Act) secured in whole or part with tax increment from the TIF District is \$1,075,722. The City currently plans to finance the public improvement redevelopment costs in the form of a pay-as-you go revenue note as reimbursement to the developer for certain TIF-eligible expenses. The City reserve the right to issue bonds in any form, including without limitation any interfund loan with interest not to exceed the maximum permitted under Section 469.178, subd. 7 of the TIF Act.

Section M Original Net Tax Capacity

The County Auditor shall certify the original net tax capacity of the TIF District. This value will be equal to the total net tax capacity of all property in the TIF District as certified by the State Commissioner of Revenue. For districts certified between January 1 and June 30, inclusive, this value is based on the previous assessment year. For districts certified between July 1 and December 31, inclusive, this value is based on the current assessment year. The City intends to file the request for certification after June 30, 2021, but prior to July 1, 2022. Therefore, the original net tax capacity will be the net tax capacity as of January 2, 2021.

The Estimated Market Value of all property within the TIF District as of January 2, 2021, for taxes payable in 2022, is estimated to be \$310,400. Upon establishment of the TIF District, and subsequent classification of property to residential rental property with a classification rate of 1.25%, it is estimate that the original net tax capacity of the District will be approximately \$3,880.

Each year the County Auditor shall certify the amount that the original net tax capacity has increased or decreased as a result of:

- (1) changes in the tax-exempt status of property;
- (2) reductions or enlargements of the geographic area of the TIF District;
- (3) changes due to stipulation agreements or abatements; or
- (4) changes in property classification rates.

Section N Original Tax Capacity Rate

The County Auditor shall also certify the original tax capacity rate of the TIF District. This rate shall be the sum of all local tax rates that apply to property in the TIF District. This rate shall be for the same taxes payable year as the original net tax capacity.

In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the original tax capacity rate of the TIF District.

The final sum of all local tax rates that apply to property in the TIF District, for taxes levied in 2021 and payable in 2022, is not available at the time of drafting of this TIF Plan. The County Auditor shall certify the amount for taxes payable 2022 as the original tax capacity rate of the TIF District once available. For purposes of estimating the tax increment generated by the TIF District we have utilized the final tax rates for taxes levied in 2020 and payable in 2021 resulting in an estimated certified tax rate for the district for taxes levied in 2020 and payable in 2022 of 123.839% as shown below.

<u>Taxing Jurisdiction</u>	<u>Final 2020/2021 Local Tax Rate</u>
City of Willmar	40.841%
Kandiyohi County	58.425%
ISD #345	22.402%
Other	<u>2.171%</u>
Total	123.839%

Section O Projected Retained Captured Net Tax Capacity and Projected Tax Increment

The City anticipates the development will begin construction in 2022 and is anticipated to be 100% completed by December 31, 2023. The total capacity for the District is \$41,869 as of January 2, 2023, resulting in a captured net tax capacity of \$37,989, and the first receipt of increment of \$47,045 in taxes payable 2024. The estimates shown in this TIF plan assume; that rental class rates remain at 1.25% of the market value. The TIF revenue estimate assumes no market value inflation assumption.

Each year the County Auditor shall determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the original net tax capacity, the difference shall be known as the captured net tax capacity of the TIF District.

The County Auditor shall certify to the City the amount of captured net tax capacity each year. The City may choose to retain any or all of this amount. It is the City’s intention to retain 100% of the captured net tax capacity of the TIF District. Such amount shall be known as the retained captured net tax capacity of the TIF District.

Exhibit III gives a listing of the various information and assumptions used in preparing a number of the exhibits contained in this TIF Plan, including Exhibit IV which shows the projected tax increment generated over the anticipated life of the TIF District.

Section P Use of Tax Increment

Each year the County Treasurer shall deduct 0.36% of the annual tax increment generated by the TIF District and pay such amount to the State's General Fund. Such amounts will be appropriated to the State Auditor for the cost of financial reporting and auditing of tax increment financing information throughout the state. Exhibit III shows the projected deduction for this purpose over the anticipated life of the TIF District.

The City has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

- (1) pay for the estimated public costs of the TIF District (see Section J) and County administrative costs associated with the TIF District (see Section S);
- (2) pay principal and interest on one or more pay-as-you-go notes, tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;
- (3) accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;

- (4) pay all or a portion of the county road costs as may be required by the County Board under Minnesota Statutes section 469.175, subdivision 1a;
- (5) pool tax increment for other affordable housing projects; or
- (6) return excess tax increments to the County Auditor for redistribution to the City, County and School District.

Tax increments from property located in one county must be expended for the direct and primary benefit of a project located within that county, unless the county board involved waives this requirement. Tax increments shall not be used to circumvent levy limitations applicable to the City.

Tax increment shall not be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the State or federal government. Further, tax increments may not be used to finance: a commons area used as a public park; facilities used for social or recreational purposes (whether public or private); or publicly-owned facilities used for conference purposes; provided that tax increment may be used for a privately-owned conference facility, and for parking structures whether public or privately owned and whether or not they are ancillary to one of the otherwise prohibited uses described above.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all of the restrictions imposed on the use of tax increments. Assistance includes sale of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

Section Q Excess Tax Increment

Beginning with the sixth year after certification of the TIF District, any year in which the tax increments from the TIF District exceed the amount necessary to pay the estimated public costs authorized by the TIF Plan, the City shall use the excess tax increments to:

- (1) prepay any outstanding tax increment bonds;
- (2) discharge the pledge of tax increments thereof;
- (3) pay amounts into an escrow account dedicated to the payment of the tax increment bonds;
- (4) pool tax increment for other affordable housing projects; or
- (5) return excess tax increments to the County Auditor for redistribution to the City, County and School District. The County Auditor must report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District within 30 days of such redistribution.

Section R Tax Increment Pooling and the Five-Year Rule

At least 75% of the tax increments from the TIF District must be expended on activities within the district or to pay for bonds used to finance the estimated public costs of the TIF District (see Section E for additional restrictions). No more than 25% of the tax increments may be spent on costs outside of the TIF District but within the boundaries of the Project Area, except to pay debt service on credit enhanced

bonds. All administrative expenses are considered to have been spent outside of the TIF District. Tax increments are considered to have been spent within the TIF District if such amounts are:

- (1) actually paid to a third party for activities performed within the TIF District within five years after certification of the district;
- (2) used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the five-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund.
- (3) used to make payments or reimbursements to a third party under binding contracts for activities performed within the TIF District, which were entered into within five years after certification of the district; or
- (4) used to reimburse a party for payment of eligible costs (including interest) incurred within five years from certification of the district.

Beginning with the sixth year following certification of the TIF District, at least 75% of the tax increments must be used to pay outstanding bonds or make contractual payments obligated within the first five years. When outstanding bonds have been defeased and sufficient money has been set aside to pay for such contractual obligations, the TIF District must be decertified.

The City does not expect that allowable pooling expenditures may potentially be made outside of the TIF District (including a portion for allowable administrative expenses) for eligible redevelopment pooling expenditures, however such expenditures are expressly authorized in this TIF Plan.

Section S Limitation on Administrative Expenses

Administrative expenses are defined as all costs of City other than:

- (1) amounts paid for the purchase of land;
- (2) amounts paid for materials and services, including architectural and engineering services directly connected with the physical development of the real property in the project;
- (3) relocation benefits paid to, or services provided for, persons residing or businesses located in the project;
- (4) amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to section 469.178; or
- (5) amounts used to pay other financial obligations to the extent those obligations were used to finance costs described in clause (1) to (3).

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the County in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total estimated public costs authorized by the TIF Plan or (b) 10% of the total tax increment expenditures for the project.

Section T Limitation on Property Not Subject to Improvements - Four Year Rule

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District and the original net tax capacity shall be adjusted

accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The City must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the City or owner of the parcel subsequently commences any of the above activities, the City shall certify to the County Auditor that such activity has commenced, and the parcel shall once again be included in the TIF District. The County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the original net tax capacity of the TIF District.

Section U Estimated Impact on Other Taxing Jurisdictions

Exhibit V shows the estimated impact on other taxing jurisdictions if the maximum projected retained captured net tax capacity of the TIF District was hypothetically available to the other taxing jurisdictions. The City believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District since the proposed redevelopment would not have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified, and the development therein becomes part of the general tax base.

The fiscal and economic implications of the proposed TIF District, as pursuant to Minnesota Statutes section 469.175, subdivision 2, are listed below.

1. The total amount of tax increment that will be generated over the life of the TIF District is estimated to be \$1,079,615.
2. To the extent the project in the TIF District generates any public cost impacts on City-provided services such as police and fire protection, public infrastructure, and the impact of any general obligation tax increment bonds attributable to the district upon the ability to issue other debt for general fund purposes, such costs will be levied upon the taxable net tax capacity of the City, excluding that portion captured by the TIF District. The City does not plan to issue bonds but reserves the right to the use of internal financing and pay-as-you-go reimbursement financing, as necessary, to finance a portion of the project costs attributable to the TIF District.
3. The amount of tax increments over the life of the TIF District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is estimated to be \$195,299.
4. The amount of tax increments over the life of the TIF District that would be attributable to County levies, assuming the County's share of the total local tax rate for all taxing jurisdictions remained the same is estimated to be \$509,345.
5. No additional information has been requested by the County or school district that would enable it to determine additional costs that will accrue to it due to the redevelopment proposed for the TIF District.

Section V Prior Planned Improvements

The City shall accompany its request for certification to the County Auditor (or notice of district enlargement), with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan. The County Auditor shall

increase the original net tax capacity of the TIF District by the net tax capacity of each improvement for which a building permit was issued.

There have been no building permits issued in the last 18 months in conjunction with any of the properties within the TIF District.

Section W Development Agreements

If within a project containing a redevelopment district, more than 25% of the acreage of the property to be acquired by the City is purchased with tax increment bonds proceeds (to which tax increment from the property is pledged), then prior to such acquisition, the City must enter into an agreement for the development of the property. Such agreement must provide recourse for the City should the development not be completed.

The City anticipates entering into an agreement for development with the proposed developer but does not anticipate acquiring any additional property located within the TIF District.

Section X Assessment Agreements

The City may, upon entering into a development agreement, also enter into an assessment agreement with any person, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District.

The assessment agreement shall be presented to the County or City Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land and, so long as the minimum market value contained in the assessment agreement appears to be an accurate estimate, shall certify the assessment agreement as reasonable. The assessment agreement shall be filed for record in the office of the County Recorder of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, County and School District.

The City may enter into an assessment agreement.

Section Y Modifications of the Tax Increment Financing Plan

Any reduction or enlargement in the geographic area of the Development District or the TIF District; increase in the amount of bonded indebtedness to be incurred; increase in the amount of capitalized interest; increase in that portion of the captured net tax capacity to be retained by the City; increase in the total estimated capital and administrative costs; or designation of additional property to be acquired by the City shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. This paragraph does not apply if:

- (1) the only modification is elimination of parcels from the TIF District; and
- (2) the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's original net tax capacity, or the City agrees that the TIF District's original net tax capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The City must notify the County Auditor of any modification that reduces or enlarges the geographic area of the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

Section Z Administration of the Tax Increment Financing Plan

Upon adoption of the TIF Plan, the City shall submit a copy of such plan to the Minnesota Department of Revenue and the Office of the State Auditor. The City shall also request that the County Auditor certify the original net tax capacity and net tax capacity rate of the TIF District. To assist the County Auditor in this process, the City shall submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements. The City shall also send the County Assessor any assessment agreement establishing the minimum market value of land and improvements in the TIF District and shall request that the County Assessor review and certify this assessment agreement as reasonable.

The County shall distribute to the City the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the retained captured net tax capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF Plan, other development, inflation of property values, or changes in property classification rates or formulas. In administering and implementing the TIF Plan, the following actions should occur on an annual basis:

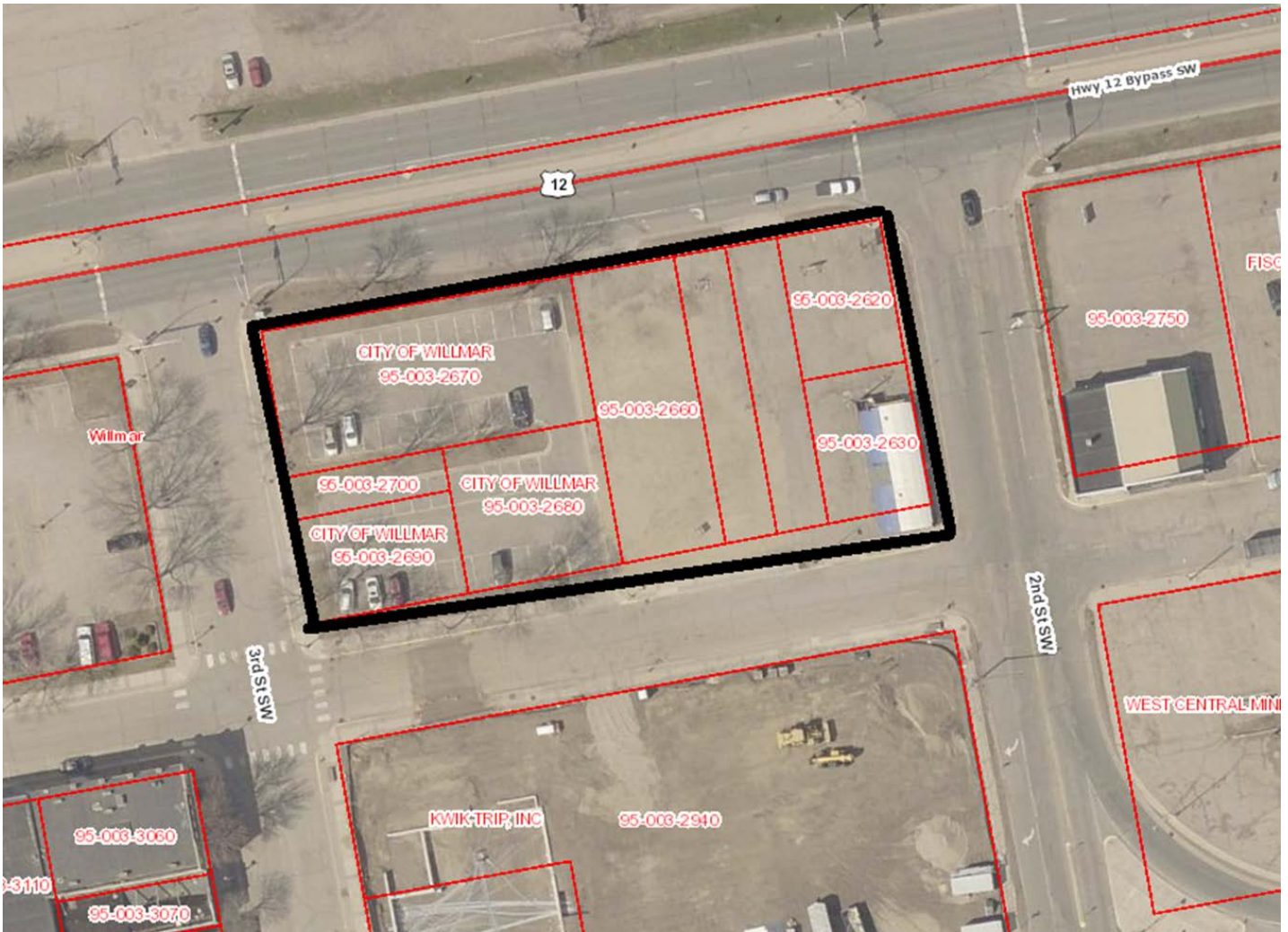
- (1) prior to July 1, the City shall notify the County Assessor of any new development that has occurred in the TIF District during the past year to ensure that the new value will be recorded in a timely manner.
- (2) if the County Auditor receives the request for certification of a new TIF District, or for modification of an existing TIF District, before July 1, the request shall be recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local tax rates in subsequent years.
- (3) each year the County Auditor shall certify the amount of the original net tax capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:
 - (a) the value of property that changes from tax-exempt to taxable shall be added to the original net tax capacity of the TIF District. The reverse shall also apply;
 - (b) the original net tax capacity may be modified by any approved enlargement or reduction of the TIF District;
 - (c) if the TIF District is classified as an economic development district, then the original net tax capacity shall be increased by the amount of the annual adjustment factor; and
 - (d) if laws governing the classification of real property cause changes to the percentage of estimated market value to be applied for property tax purposes, then the resulting increase or decrease in net tax capacity shall be applied proportionately to the original net tax capacity and the retained captured net tax capacity of the TIF District.

The County Auditor shall notify the City of all changes made to the original net tax capacity of the TIF District.

Section AA Filing TIF Plan, Financial Reporting and Disclosure Requirements

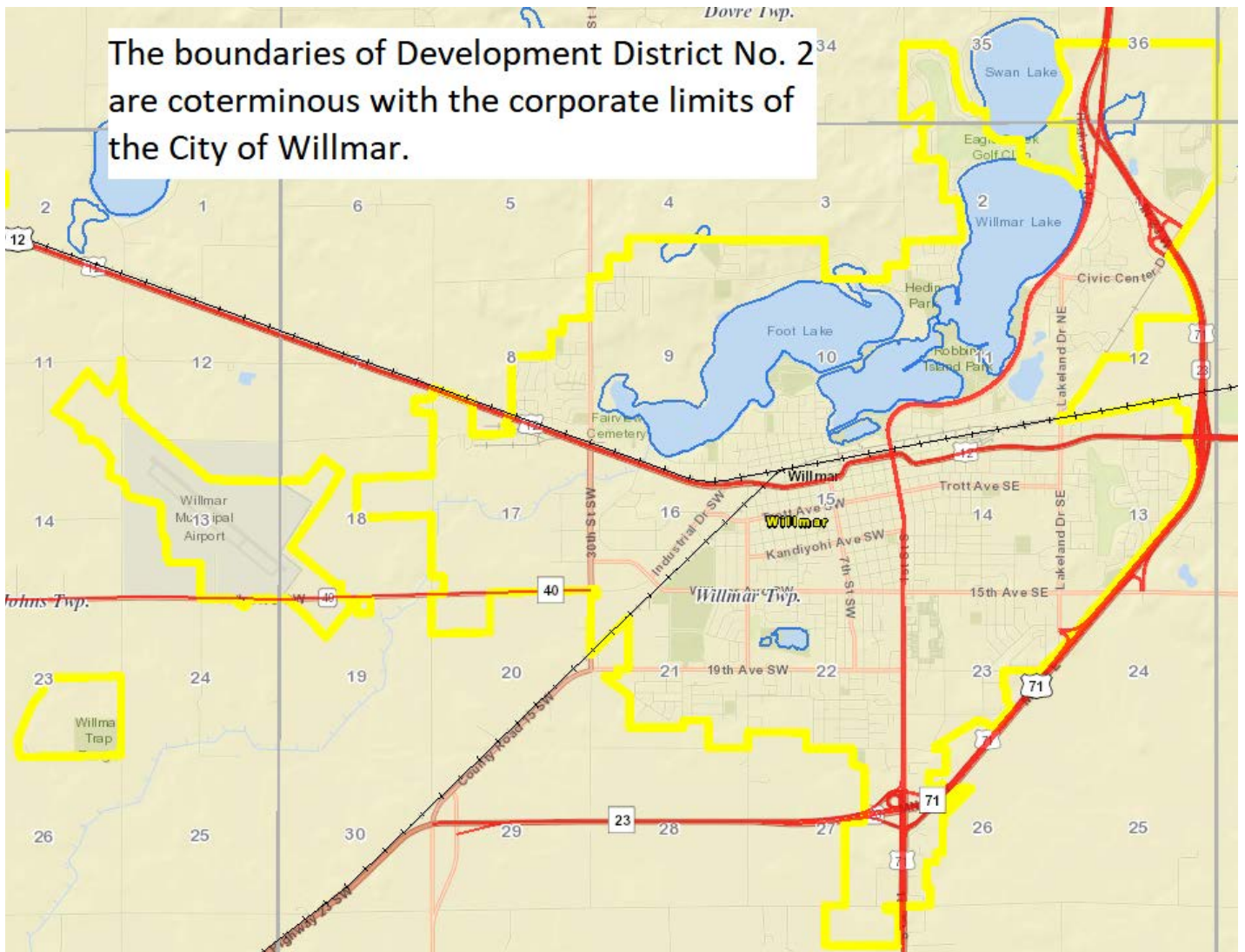
The City will comply with all reporting requirements for the TIF District under Minnesota Statutes section 469.175, subdivisions 5 and 6.

MAP OF PROPOSED TAX INCREMENT FINANCING (REDEVELOPMENT) DISTRICT
Block 25 Redevelopment Project



MAP OF DEVELOPMENT DISTRICT NO. 2

The boundaries of Development District No. 2 are coterminous with the corporate limits of the City of Willmar.



Assumptions Report

**City of Willmar, Minnesota
Tax Increment Housing District
Block 25 Redevelopment
TIF Projections - 58-Units - \$87,500/Unit EMV**

Type of Tax Increment Financing District	Housing
Maximum Duration of TIF District	25 years from 1st increment
Projected Certification Request Date	✔ 06/30/22
Decertification Date	✔ 12/31/38 (15 Years of Increment)

	<u>2021/2022</u>
Base Estimated Market Value	✔ \$310,400

Original Net Tax Capacity \$3,880

	Assessment/Collection Year			
	2022/2023	2023/2024	2024/2025	2025/2026
Base Estimated Market Value	\$310,400	\$310,400	\$310,400	\$310,400
Estimated Increase in Value - New Construction	✔ 0	✔ 3,039,100	✔ 4,764,600	✔ 4,764,600
Total Estimated Market Value	✔ 310,400	✔ 3,349,500	✔ 5,075,000	✔ 5,075,000
Total Net Tax Capacity	\$3,880	\$41,869	\$63,438	\$63,438

City of Willmar	40.841%
Kandiyohi County	58.425%
ISD #345	22.402%
Other	✔ 2.171%

Local Tax Capacity Rate 123.839% 2020/2021

Fiscal Disparities Contribution From TIF District	0.0000%
Administrative Retainage Percent (maximum = 10%)	10.00%
Pooling Percent	0.00%

<u>Bonds</u>	<u>Note (Pay-As-You-Go)</u>
Bonds Dated NA	Note Dated ✔ 02/01/23
Bond Rate NA	Note Rate 5.00%
Bond Amount NA	Note Amount \$904,800
Present Value Date & Rate ✔ 06/30/22	5.00% PV Amount \$704,868

Notes

Projections assume no future changes to classification rates and current tax rates remain constant.
 Projections based on a projected per unit market value of \$87,500.
 Projections assume 100% of units classified at standard 1.25% Rental Class Rate
 Projections assume no market value inflation assumption.
 Projections assume 66% construction in 2022, and 100% construction in 2023.

Projected Tax Increment Report

**City of Willmar, Minnesota
 Tax Increment Housing District
 Block 25 Redevelopment
 TIF Projections - 58-Units - \$87,500/Unit EMV**

Annual Period Ending (1)	Total Market Value (2)	Total Net Tax Capacity (3)	Less: Original Net Tax Capacity (4)	Retained Captured Net Tax Capacity (5)	Times: Tax Capacity Rate (6)	Annual Gross Tax Increment (7)	Less: State Aud. Deduction 0.360% (8)	Subtotal Net Tax Increment (9)	Less: City Retainage 10.00% (10)	Annual Net Revenue (11)
12/31/22	310,400	3,880	3,880	0	123.839%	0	0	0	0	0
12/31/23	310,400	3,880	3,880	0	123.839%	0	0	0	0	0
12/31/24	3,349,500	41,869	3,880	37,989	123.839%	47,045	169	46,876	4,688	42,188
12/31/25	5,075,000	63,438	3,880	59,558	123.839%	73,755	266	73,489	7,349	66,140
12/31/26	5,075,000	63,438	3,880	59,558	123.839%	73,755	266	73,489	7,349	66,140
12/31/27	5,075,000	63,438	3,880	59,558	123.839%	73,755	266	73,489	7,349	66,140
12/31/28	5,075,000	63,438	3,880	59,558	123.839%	73,755	266	73,489	7,349	66,140
12/31/29	5,075,000	63,438	3,880	59,558	123.839%	73,755	266	73,489	7,349	66,140
12/31/30	5,075,000	63,438	3,880	59,558	123.839%	73,755	266	73,489	7,349	66,140
12/31/31	5,075,000	63,438	3,880	59,558	123.839%	73,755	266	73,489	7,349	66,140
12/31/32	5,075,000	63,438	3,880	59,558	123.839%	73,755	266	73,489	7,349	66,140
12/31/33	5,075,000	63,438	3,880	59,558	123.839%	73,755	266	73,489	7,349	66,140
12/31/34	5,075,000	63,438	3,880	59,558	123.839%	73,755	266	73,489	7,349	66,140
12/31/35	5,075,000	63,438	3,880	59,558	123.839%	73,755	266	73,489	7,349	66,140
12/31/36	5,075,000	63,438	3,880	59,558	123.839%	73,755	266	73,489	7,349	66,140
12/31/37	5,075,000	63,438	3,880	59,558	123.839%	73,755	266	73,489	7,349	66,140
12/31/38	5,075,000	63,438	3,880	59,558	123.839%	73,755	266	73,489	7,349	66,140
						\$1,079,615	\$3,893	\$1,075,722	\$107,574	\$968,148

Estimated Impact on Other Taxing Jurisdictions Report

**City of Willmar, Minnesota
Tax Increment Housing District
Block 25 Redevelopment
TIF Projections - 58-Units - \$87,500/Unit EMV**

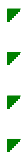
Taxing Jurisdiction	Without Project or TIF District		With Project and TIF District					
	Final 2020/2021 Taxable Net Tax Capacity (1)	2020/2021 Local Tax Rate	2020/2021 Taxable Net Tax Capacity (1)	Projected Retained Captured Net Tax Capacity +	New Taxable Net Tax Capacity =	Hypothetical Adjusted Local Tax Rate (*)	Hypothetical Decrease In Local Tax Rate (*)	Hypothetical Tax Generated by Retained Captured N.T.C. (*)
City of Willmar	15,019,787	40.841%	15,019,787	\$59,558	15,079,345	40.680%	0.161%	24,228
Kandiyohi County	58,843,104	58.425%	58,843,104	59,558	58,902,662	58.366%	0.059%	34,761
ISD #345	25,702,984	22.402%	25,702,984	59,558	25,762,542	22.350%	0.052%	13,311
Other	-	2.171%	-	-	-	2.171%	-	-
Totals		123.839%				123.567%	0.272%	

* **Statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 0.272% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

Statement 2: Since the projected Retained Captured Net Tax Capacity of the TIF District is not available to the taxing jurisdictions, then there is no impact on taxes levied or local tax rates.

- (1) Taxable net tax capacity = total net tax capacity - captured TIF - fiscal disparity contribution, if applicable.
- (2) The impact on these taxing jurisdictions is negligible since they represent only 1.75% of the total tax rate.

Market Value Analysis Report



**City of Willmar, Minnesota
Tax Increment Housing District
Block 25 Redevelopment
TIF Projections - 58-Units - \$87,500/Unit EMV**

<u>Assumptions</u>				
	Present Value Date			06/30/22
	P.V. Rate - Gross T.I.			5.00%
	Increase in EMV With TIF District			\$4,764,600
	Less: P.V of Gross Tax Increment			704,868
	Subtotal			\$4,059,732
	Less: Increase in EMV Without TIF			0
	Difference			\$4,059,732
	Year	Annual Gross Tax Increment	Present Value @ 5.00%	
1	2024	47,045	42,671	
2	2025	73,755	63,712	
3	2026	73,755	60,678	
4	2027	73,755	57,789	
5	2028	73,755	55,037	
6	2029	73,755	52,416	
7	2030	73,755	49,920	
8	2031	73,755	47,543	
9	2032	73,755	45,279	
10	2033	73,755	43,123	
11	2034	73,755	41,070	
12	2035	73,755	39,114	
13	2036	73,755	37,251	
14	2037	73,755	35,477	
15	2038	73,755	33,788	
		\$1,079,615	\$704,868	

Block 25 - Redevelopment TIF District Qualification

Occupancy Test

At least 70% of the area of the district consists of occupied parcels.

A parcel is occupied if at least 15% of the area contains buildings, streets, utilities, paved or graveled parking lots or other similar structures.

Parcel Number	Address	Size Sq. Ft.	Occupied Sq. Ft. (Approx.)	Type Occupied	Percent Occupied	Greater Than 15%
95-003-2630	200 Benson Ave	3,750	3,750	Building	100%	Yes
95-003-2640	220 Benson Ave	3,750	3,750	Gravel Parking Lot	100%	Yes
95-003-2660	220 Benson Ave	7,500	7,500	Gravel Parking Lot	100%	Yes
95-003-2680	224 Benson Ave	5,625	5,625	Parking Lot	100%	Yes
95-003-2690	228 Benson Ave	3,750	3,750	Parking Lot	100%	Yes
95-003-2620	201 Pacific Ave	3,750	3,750	Parking Lot	100%	Yes
95-003-2650	213 Pacific Ave	3,750	3,750	Gravel Parking Lot	100%	Yes
95-003-2620	101 3 rd Street	11,250	11,250	Parking Lot	100%	Yes
95-003-2700	113 3 rd Street	1,875	1,875	Parking Lot	100%	Yes
Total		45,000	45,000			
PERCENT OCCUPIED=					100%	

Report on Structurally Substandard Building

Building location/address: 200 Benson Avenue SW Willmar, MN 56201

Step 1

Under the tax increment law, specifically, Minnesota Statutes, Section 469.174, Subdivision 10, a building is **structurally substandard** if it contains "defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance."

The above building, based upon actual interior inspection, meets the above-referenced definition of structurally substandard for the following reasons:

The building is not Accessible, it does not have an Accessible entrance, landing, lobby, bathroom, and no accessible parking. The building structure has been improperly altered, the exterior walls and siding are in poor repair. Awning on the exterior of the building has rotten structural members and is in danger of collapsing. Glazing next to entry door is not tempered. The interior has open electrical boxes, holes in walls, and ceiling, and ceiling panels missing. The ceiling in areas does not meet minimum height requirements. The plumbing is improperly installed and improper materials used. Interior doorways are not Accessible. The parking lot is in poor condition and there is not an Accessible route into the building.

Step 2

Notwithstanding the foregoing, the tax increment law also provides that a building may not be considered structurally substandard if it is in compliance with the building code applicable to new buildings or could be modified to satisfy the current building code at a cost of less than 15% of the cost of constructing a new building of the same square footage and type on the same site. The undersigned has calculated the cost of a new building of the same size and type to be **\$200,000** (B) and has also estimated that the cost of bringing the existing building up to current building code would be **\$75,000** (A). Therefore, since A divided by B is equal to or greater than .15, the existing building could not be brought up to current building code for less than 15% of the new building.

Date: October 6, 2001.



Tom Rosemeier, Building Official – City of Willmar

Note: Additional documentation and data may be attached as part of this report.

FORM G – APPLICATION FOR TAX INCREMENT FINANCING (TIF)

City of Willmar

- Tax Increment Financing (TIF) is a tool used to encourage development, create or retain jobs, redevelop blighted areas, remediate polluted sites, and construct affordable housing
- Intended for development that would not normally occur but for assistance
- Annual property tax increases are frozen at the current tax level
- Tax increases after the TIF is created are “captured” to pay off internal or external project financing, such as:
 - (a) External borrowing (Bonds) by the TIF Authority,
 - (b) External borrowing by the Developer – aka a “Pay-As-You-Go” note, or
 - (c) Internal borrowing by the TIF Authority – such as an Interfund Loan (City borrows from another City fund)
- Tax Increment districts have a limited duration which varies based on the type of district
 - TIF Authorities can specify a shorter duration in the TIF Plan OR decertify by resolution once all obligations have been paid
- Once a TIF District has been decertified, the full ad valorem taxes then go to all taxing authorities

A. APPLICANT INFORMATION

Name of Corporation/Partnership Lumber One Development Company LLC

Address 101 2nd Street NW PO Box 7, Avon, MN 556310

Primary Contact Ted Schmid

Address 101 2nd Street NW PO Box 7, Avon, MN 56310

Phone 320-356-7342 Fax 320-356-7631 Email tschmid@lumber-one.com

On a separate sheet, please provide the following:

- Brief description of the corporation/partnership’s business, including history, principal product or service, etc. Attach as **Exhibit A**.
- Brief description of the proposed project. Attach as **Exhibit B**.
- List names of officers and shareholders/partners with more than five percent (5%) interest in the corporation/partnership. **Attach as Exhibit C**
- A *but-for* analysis. **Attach as Exhibit D**.

Attorney Name Ryan Gerads Lathrop GPM

Address 1010 West St. Germain, St. Cloud, MN 56301

Phone 320-202-5315 Fax _____ Email ryan.gerads@lathropgpm.com

Accountant Name To be determined

Address _____

Phone _____ Fax _____ Email _____

Contractor Name Lumber One Avon Inc

Address 101 2nd Street NW PO Box 7, Avon, MN 56310

Phone 320-356-7342 Fax 320-356-7631 Email tschmid@lumber-one.com

Engineer Name To be determined

Address _____

Phone _____ Fax _____ Email _____

Architect Name Nicole Washburn JLG Architect, AIA LEED AP

Address 710 S 2ND STREET, 8TH FLOOR

Phone 612-436-4006 Fax _____ Email nwashburn@jlgarchitects.com

B. PROJECT INFORMATION

The project will be:

Industrial Greenfield: New Construction Expansion
 Commercial Redevelopment: New Construction Rehabilitation
 Industrial Redevelopment: New Construction Rehabilitation
 Housing Redevelopment: New Construction Rehabilitation
 Mixed Use Redevelopment: New Construction Rehabilitation
 Other Redevelopment District Per Renaissance Zone Policy

Please explain the basic components of the project proposed, i.e., amount of new commercial square footage, numbers of housing units (rental or owner occupied), etc. 57 apartment units with 43 underground parking stalls 74,000 square feet including garage areas. No commercial space in the proposal.

The project will be: Owner Occupied Leased Space
*(If leased space, please attach a list of names and addresses of future lessees and indicate the status of commitments or lease agreements. **Attach as Exhibit E.**)*

Project Address 3rd street and Benson Avenue, Willmar
 Legal Description See Exhibit E: Legal Description of Property

Site Plan Attached: Yes No

Amount of Tax Increment Requested for:

Building Demolition	\$25,000
Environmental Remediation	\$32,000
Public Improvements	\$70,000
Site Improvements	\$125,000
Land Acquisition	\$248,000

(Land Acquisition shall not exceed 50% of total subsidy request)

Total Subsidy Requested \$ 500,000

Current Assessed Value on Project Site: \$ 206,200

Current Real Estate Taxes on Project Site:

City	\$	<u> </u>
County	\$	<u>2,108</u>
School District	\$	<u> </u>

Estimated Assessed Value upon Completion: Phase I \$ 9,100,00

Estimated Real Estate Taxes upon Completion: Phase I \$

Construction Start Date: October 1, 2021
 Construction Completion Date: November 1, 2022
 If Phased Project:

<u> </u> Year	<u> </u> % Construction Completed
<u> </u> Year	<u> </u> % Construction Completed

C. PUBLIC PURPOSE

It is the policy of the City of Willmar that the use of Tax Increment Financing should result in a benefit to the public.

Please indicate how this project will serve a public purpose:

- Job Creation: Number of existing jobs _____
 Number of jobs created by project Block 25 Lofts will generate \$2,730,00 in wages during construction year, Generate \$60,000 in annual wages for site manager and maintenance
 Average hourly wage of jobs created \$25.00 with incentives
- Increase in Tax Base
- Enhancement or diversification of the city's economic base.
- New industrial development which will result in additional private investment in the area.
- The project contributes to the fulfillment of the City's development or redevelopment objectives.
- Removal of blight or the rehabilitation of a high profile or priority downtown site.
- Other: The 57 tenants will patronize downtown businesses.

D. SOURCES & USES

SOURCES	NAME	AMOUNT
Bank Loan	<u>Minnwest</u>	<u>\$ 7,500,000</u>
Other Private Funds	_____	<u>\$ _____</u>
Equity	<u>Lumber One Development Co</u>	<u>\$ 2,100,000</u>
Fed Grant/Loan	_____	<u>\$ _____</u>
State Grant/Loan	_____	<u>\$ _____</u>
Other Loans	<u>Minnwest TIF Loan 80% LTV</u>	<u>\$ 400,000</u>
ID Bonds	_____	<u>\$ _____</u>
Tax Increment	_____	<u>\$ _____ 0 *</u>
TOTAL		<u>\$10,000,000</u>

***Note: Tax Increment is not an upfront funding source as it will be provided only on a pay-as-you-go basis. Developer needs to identify funding sources to cover ALL costs up front, absent Tax Increment.**

USES	AMOUNT
Land Acquisition	<u>\$ 248,000</u>
Site Development	<u>\$ 252,000</u>
Construction	<u>\$ 8,432,000</u>
Machinery & Equipment & FFE	<u>\$ 50,000</u>
Architectural & Engineering Fees	<u>\$ 390,000</u>
Legal Fees	<u>\$ 20,000</u>
TIF District Creation Escrow Deposit	<u>\$ 10,000 **</u>
Interest During Construction	<u>\$ 180,000</u>
Debt Service Reserve	<u>\$ 218,000</u>
Contingencies	<u>\$ 200,000</u>
TOTAL	<u>\$10,000,000</u>

****Note: If TIF is approved, escrow deposit will be reimbursed to the developer from future tax increment.**

APPLICATION FOR TAX INCREMENT FINANCING (TIF)

Exhibit A: Business History Lumber One

Lumber One started as a small lumber yard located in Avon, Minnesota, and has grown to one of the premier builders in Minnesota.

From its modest beginnings, Lumber One prospered under the leadership of Terry Schmid. After purchasing Avon Lumber Yard in 1962, he expanded the company by purchasing the Cold Spring Lumber Yard in 1967. In 1987, both companies changed their names to Lumber One.

Now under the leadership of Terry's daughter, Barb Brandes, and son, Ted Schmid, Lumber One is known for expertise in:

- Multi story apartment buildings
- Townhome construction
- Apartment and townhome remodeling
- Land development including demolition with lead and asbestos removal
- Extensive experience constructing Section 42 housing
- Extensive LEED Certification construction experience

Lumber One provides full-service building and contractor materials and services, including our lumber yard, interior design services, drafting, retail store with showroom and mortgage services.

Previous Multifamily Projects:

- 2019- Park Place Apartments- 110 unit project (Red Wing MN)
- 2019- West Birch Rehab and Townhomes- 16 units (Princeton MN)
- 2019- Murphy Creek Townhomes- 88 unit major rehab project (Austin MN)
- 2018- Bottineau Ridge II Apartments- 60 unit apartment (Maple Grove MN)
- 2018- Timber Ridge Apartments- 50 unit apartments (Forest Lake MN)
- 2017- Falcon Heights Townhomes- 120 unit luxury rental (Rochester MN)
- 2016- Arbor Ridge Apartments- 73 units 4 story apartment (Maple Grove MN)
- 2016- Dala House Apartments- major rehab of senior apartments (Mora MN)
- 2015- Leighton's Landing Townhomes- 32 unit rehab (Big Lake MN)
- 2015- Northgate Apartments- 36 unit 3 story apartment (Owatonna MN)
- 2015- Whitter Place Townhomes- 32 unit rehab project (Austin MN)
- 2014- Coachman Ridge- 52 unit 4 story over precast (Elk River MN)
- 2014- Boulder Ridge Apartments- 60 unit apartment (Duluth MN)
- 2013- Sprucewood Townhomes of Baxter- 34 unit townhome project (Baxter MN)
- 2013- Bottineau Ridge Apartments- 50 unit apartment over precast (Maple Grove MN)
- 2013- Renaissance Heights Apartments- 288 unit apartment project (Williston ND)
- 2013- Spring Creek Townhomes- 28 unit project (Duluth MN)
- 2013- The Seasons of Ramsey- 50 unit townhome project (Ramsey MN)

APPLICATION FOR TAX INCREMENT FINANCING (TIF)

Exhibit B: PROJECT DESCRIPTION

WILLMAR BLOCK 25 LOFTS

4 STORY BUILDING CONSISTING OF A PRECAST 1ST FLOOR LEVEL, WOOD FRAMED CONSTRUCTION 2ND, 3RD, 4TH FLOORS.

57 APARTMENT UNITS

Unit Mix:

6 each studio apartments

42 each 1 bedroom apartments

6 each 2 bedroom 1 bath apartments

6 each 2 bedroom 2 bath apartments

43 UNDERGROUND PARKING STALLS

27 SURFACE PARKING STALLS

BUILDING SIZE 74,000 SQUARE FEET INCLUDING GARAGE, 18,500 SQUARE FEET PER FLOOR

46, 200 +/- SQUARE FOOT SITE

MARKET RATE APARTMENT PROJECT

TO BE BUILT ON ENTIRE BLOCK 25 AREA INCORPORATING BOTH PUBLIC AND PRIVATE LAND PURCHASES

LOCATED IN THE RENAISSANCE ZONE

PROJECT WILL SIGNIFICANTLY EXCEED RENAISSANCE ZONE DESIGN AND PARKING STANDARDS

WE ARE REQUESTING RENAISSANCE ZONE INCENTIVES INCLUDING

- **PUBLIC LAND ACQUISITION FOR \$1.00 PER PARCEL**
- **50% OFF ELECTRIC AND WATER SERVICE FEES**
- **ZERO BUILDING PERMIT OR AND PLAN REVIEW FEES**
- **ZERO MECHANICAL, PLUMBING, SAC OR WAC FEES**
- **TAX INCREMENT FINANCING OF \$500,000 (OFFSET COSTS INCLUDING PRIVATE LAND ACQUISITION, DEMOLITION, SITE CLEAN UP, AND CONTAMINATED SOILS CLEAN UP)**

APPLICATION FOR TAX INCREMENT FINANCING (TIF)

Exhibit C: OFFICERS AND SHAREHOLDERS

Ted R Schmid
Chief Manager
Lumber One Development Company
50% Ownership

Barbara J Brandes
Secretary
Lumber One Development Company
50%

APPLICATION FOR TAX INCREMENT FINANCING (TIF)

Exhibit D: But-For Analysis

The Renaissance Zone development incentives are crucial for the development of the Block 25 Lofts. Block 25 has a blighted building, parking lot, electrical and water and sewer lines that need to be vacated. Due to the nature of the past and current uses, a Phase-I Environmental Assessment and a budget for environmental mitigation are necessary.

Block 25 is part of the poorest census tract in the City of Willmar. Any single property located in Block 25 is not large enough to support a successful multifamily project. Due to the blighted nature of the entire block, city staff encouraged our group to study the feasibility of developing the entire Block 25. City Staff and Planning Commission encouraged us to provide adequate parking onsite, upgrade the streetscape and provide green space. The improvements to the project will yield a net increase in value of the property. These added improvements benefit the entire community. These elements would not be financially possible to include in this project without Renaissance Zone development incentives and Tax Increment Financing.

TIF financing is needed for the following items:

- Purchase both privately owned properties on Block 25.
- Perform Phase-I Environmental Assessment.
- Perform soils corrections and address potential environmental mitigation.
- Site preparation, including the removal of a building, parking lots, curbs, parking lot lighting, broken sidewalks.
- Installing 27 surface parking spaces onsite. On site parking is not a requirement to qualify for Renaissance Zone incentives, but a necessary market driven, and Planning Commission requested amenity.
- Installation of new curbing and sidewalks.
- There are multiple water and sewer connecting into the properties. There will be significant costs to vacate unused lines.

APPLICATION FOR TAX INCREMENT FINANCING (TIF)

Exhibit E: LEGAL DESCRIPTION OF PROPERTY

City Lots:

N1/2 of Lots 7, 8, 9, 10 11 & 12, Block-25, Town of (Original) Willmar, according to the official plat on file in the Office of the County Recorder for Kandiyohi County, Minnesota (Tax ID: 95-003-2670)

S1/2 of Lots 7, 8, & 9, Block-25, Town of (Original) Willmar, according to the official plat on file in the Office of the County Recorder for Kandiyohi County, Minnesota (Tax ID: 95-003-2680)

S 50'. of Lots 10,11 & 12, Block-25, Town of (Original) Willmar, according to the official plat on file in the Office of the County Recorder for Kandiyohi County, Minnesota (Tax ID: 95-003-2690)

N 25' of S1/2 of Lots 10, 11 & 12, Block-25, Town of (Original) Willmar, according to the official plat on file in the Office of the County Recorder for Kandiyohi County, Minnesota (Tax ID: 95-003-2700)

Middle of Block 25 Lots:

220 Benson Ave SW

Willmar town of (Original) Block 25 Lots 3,4,5,6, according to the official plat on file in the Office of the County Recorder for Kandiyohi County, MN (Tax ID: 95-003-2640, 95-003-2640, 95-003-2650)

Block 25 Eastern Lots:

200 and 201 Benson Avenue SW, Pacific Avenue SW

Willmar town of (Original) Willmar, according to the official plat on file in the Office of the County Recorder for Kandiyohi County, Minnesota (Tax ID 95-003-2620, 95-003-2630)

An economic development initiative to spur creativity, construct new housing, enhance diversity, and improve the quality of urban life in the heart of Willmar.



Every project is unique!

Likewise, this handout cannot cover every detail of the Renaissance Zone program. Please meet with city staff to discuss your project and explore the possibilities.

David Ramstad, PhD
Director, Planning & Development, City of Willmar
320-214-5184 | dramstad@willmarmn.gov

Aaron Backman
Executive Order, Kandiyohi County & City of Willmar EDC
320-235-7370 | aaron@kandiyohi.com

Monetary incentives that are available in the Renaissance Zone (RZ)



Free City-Owned Land



50% Reduction in
WMU New Service Fees



TIF or Tax Abatement



Free Water & Sewer
Access Charges



Free City Permits



Forgivable Matching Loans
for Façade Renovations

RENAISSANCE ZONE (RZ)

Incentive Details



Free Permits

Building Permits, Land-Use & Sign Permits (State fees apply)



Free SAC & WAC

Significant savings – Sewer and Water Access Charges are typically on a per fixture basis



Forgivable Loans for Façade Renovations*

\$5,000 or \$10,000 matching forgivable loans, payment free, forgiven 20% each year over five-year term



Free City-Owned Land* & TIF or Tax Abatement*

Minimum Preferred Project Thresholds

10,000 SF Minimum

3 Stories Minimum

4-Units Minimum (mixed-use)

10-Units Minimum (residential only)

If renovation, cost of at least 50% current assessed value

Minimum 5% or 1-unit Affordable Housing

(whichever greater - 25% max; for households earning up to 80% AMI; rents set at FMR for Kandiyohi County as defined by HUD)



50% Reduced Electric and Water Connection Fee

Removed Development Barriers

Special Conditional Use Permits Available

Reduced parking requirements

**Subject to approvals by Planning Commission and City Council.*



CONTEXT IMAGES

← 288' →

2BR

1BR

1BR

1BR

1BR

1BR

1BR

1BR

1BR

2BR

142'



138'

126'

115'

104'

94'
PARKING

SOUTH ELEVATION

BLOCK 25 LOFTS

EXTERIOR CONCEPT

APRIL 30, 2021 | JLG 21168 | © 2021 JLG ARCHITECTS

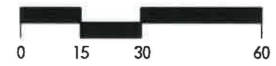




BLOCK 25 LOFTS

SITE CONCEPT

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DESIGN FOR LIFE

**Work Plan
City of Willmar, Minnesota**

Block 25 TIF District Creation

July 16, 2021

OBJECTIVE

To assist the City with the review of a proposed multi-family project seeking the creation of a Redevelopment Tax Increment Financing (TIF).

SCOPE OF SERVICES

Baker Tilly Municipal Advisors (BTMA) will provide the following services at the Client's sole discretion. Services may be omitted if the Client determines the service is not needed.

Need for Assistance Review

- Assist City in preparing an analysis of the project's need for financial assistance to verify that the project would be unlikely to proceed but-for the requested TIF assistance.
- Review of the Developer's project pro forma to evaluate the need for assistance, including reviewing project cost assumptions and operating lease revenue and expense assumptions for reasonableness.
- Completion of a rate of return analysis for the project with and without TIF to verify the need for assistance.
- Preparation of a memo outlining the findings of this analysis.
- Attendance and presentation of findings in a meeting with the City as directed by Staff.

Creation of TIF District

- Assist City in the completion of the statutory process for the creation of a TIF District.
- Identify parcel identification numbers for parcels to be abated and amount of TIF assistance.
- Drafting of TIF Plan and related exhibits.
- Prepare and send required statutory notification letters related to the creation of the District.
- Prepare and send required public hearing notice to local newspaper.
- Assist City legal counsel with their drafting of a resolution for the approval of the District.
- Assist City legal counsel with the drafting of a development agreement.

Additional Economic Development Consulting

Baker Tilly, at the request of City Staff is also ready to provide additional economic development consulting assistance as requested. Potential services that could be Included under this task could be development of a TIF application, and any additional TIF educational presentation(s) with City Council and/or EDA.

COMPENSATION

Baker Tilly will provide the above **Scope of Services** and **Outcomes** at the hourly rates detailed in the following table:

2021 Standard Hourly Fee Schedule	
Title	Rate
Principal, Director, & Senior Manager	\$270
Manager & Senior Professional Staff	\$225
Professional Staff	\$170
Support Staff	\$ 85

The work described in **Need for Assistance Review** will be completed on an hourly basis with an ***estimated*** cost of **\$2,500**. The proposed completion time and cost estimate for this task is predicated on the receipt of a complete pro forma from the Developer. Additional time and cost may be incurred if additional assistance is necessary to assist the Developer with the preparation of a complete pro forma.

The work described in **Creation of TIF District** will be completed on an hourly basis with an ***estimated*** cost of **\$5,500**.

Attendance and presentation at the Public Hearing may be included with an additional cost estimate of **\$1,000** to account for addition cost for travel time and mileage.

Additionally, excluded from the fee indicated above is any out-of-pocket expenses such as, copies, faxes, credit reports, the cost of research information, or other expenses necessary to complete the project, City Staff will be notified before any out-of-pocket expenses are incurred. Additional work requested and authorized by the Client either under **Additional Consulting**, or outside the scope of services described in this proposal will be invoiced at our standard hourly rates as shown above.

Non-attest Service

This project is considered a non-attest service. We will not set policy or strategic direction, perform any management functions, or make management decisions on your behalf with respect to this project. In addition, we will not determine which recommendations the City should implement or prioritize. Baker Tilly will not establish or accept responsibility for designing, implementing or maintaining internal controls.

The foregoing Work Plan is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

Signature

Signature

Printed Name

Printed Name

Title

Title

Baker Tilly Virchow Krause, LLP

Standard Business Terms

These Standard Business Terms ("Terms") govern the services provided by Baker Tilly Virchow Krause, LLP ("Baker Tilly", "we", "us" or "our") set forth in the Statement of Work to which these Terms are attached (the "Services"). These Terms, together with the Statement of Work to which they are attached, constitute the entire understanding and agreement between the client identified on such Statement of Work (the "Client") and Baker Tilly with respect to the Services described in the Statement of Work (collectively, the Statement of Work and these Terms are referred to as the "Agreement") and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. If there is a conflict between these Terms and the terms of any Statement of Work, these Terms shall govern.

Section 1. Confidentiality

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (A) publicly known, (B) already known to the recipient; (C) disclosed to a third party without restriction; (D) independently developed; or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries.

Section 2. Deliverables

(a) Materials specifically prepared by Baker Tilly for Client as a deliverable under a Statement of Work (each a "Deliverable") may, when fully paid for by Client, be used, copied, distributed internally, and modified by Client but solely for its internal business purposes. Client shall not, without Baker Tilly's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Baker Tilly shall retain all right, title and interest in and to: (i) the Deliverables, including but not limited to, all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Baker Tilly may develop or supply in connection with this Agreement (the "Baker Tilly Knowledge"). Subject to the confidentiality restrictions contained in Section 1, Baker Tilly may use the Deliverables and the Baker Tilly Knowledge for any purpose.

(b) The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to Regulators, Client hereby authorizes us to do so.

Section 3. Acceptance

Client shall accept Deliverables which (i) substantially conform to the specifications in the Statement of Work or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the Statement of Work. Client will promptly give Baker Tilly written notification of any non-conformance of the Deliverables with such requirements ("Non-conformance") within thirty (30) days following delivery of such Deliverables, and Baker Tilly shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance so that the Deliverables substantially conform to the specifications. If Client uses the Deliverable before acceptance, fails to promptly notify Baker Tilly of any Non-conformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the start of such acceptance testing as specified or otherwise determined under the Statement of Work, then the Deliverable shall be deemed irrevocably accepted by the Client.

Section 4. Standards of Performance

Baker Tilly shall perform its Services in conformity with the terms expressly set forth in this Agreement. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Client acknowledges that the Services will involve the participation and cooperation of management and others of Client. Unless required by professional standards or Client and Baker Tilly otherwise agree in writing, Baker Tilly shall have no responsibility to update any of its work after its completion.

Section 5. Warranty

(a) Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and any Statement of Work entered into pursuant hereto and the person signing this Agreement or such Statement of Work on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.

(b) Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Baker Tilly to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Baker Tilly provides Services under this Agreement.

(c) Baker Tilly warrants that any Services that it provides to Client under this Agreement and any Statement of Work will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Baker Tilly's warranty will be for Baker Tilly, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Baker Tilly's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Baker Tilly's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Baker Tilly or to the environment in which the Services are used (including the physical, network and systems environments) that are not authorized in writing by Baker Tilly. If Client does not notify Baker Tilly of a breach of Baker Tilly's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.

(d) Baker Tilly does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Baker Tilly "AS IS." Baker Tilly will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client, recognizing that Baker Tilly is not the manufacturer of any Product, expressly waives any claim that Client may have against Baker Tilly based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a "Claim") with respect to any Product and also waives any right to indemnification from Baker Tilly against any such Claim made against Client by another. Client acknowledges that no employee of Baker Tilly or any other party is authorized to make any representation or warranty on behalf of Baker Tilly that is not in this Agreement.

(e) This section 5 is Baker Tilly's only warranty concerning the services and any deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, ACCURACY, TITLE, non-infringement, or fitness for a particular purpose, or otherwise.

Baker Tilly Virchow Krause, LLP

Standard Business Terms (cont.)

Section 6. Limitation on Damages and Indemnification

(a) The liability (including attorney's fees and ALL other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages DELAYS, INTERRUPTIONS, OR VIRUSES arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

(b) As Baker Tilly is performing the Services solely for the benefit of Client, Client will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services, Client's use of the Deliverables, or this Agreement.

(c) In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

(d) Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorneys fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current.

(e) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

(f) The terms of this Section 6 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.

(g) Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

Section 7. Personnel

During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

Section 8. Termination

(a) This Agreement may be terminated at any time by either party upon written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Statement(s) of Work already issued at the time of such termination, until such Statements of Work are themselves either terminated or the performance thereunder is completed.

(b) This Agreement and all Statements of Work may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party,

(iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

(c) Client shall pay Baker Tilly for all Services rendered and expenses incurred as of the date of termination, and shall reimburse Baker Tilly for all reasonable costs associated with any termination.

(d) Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Agreement shall survive the expiration or termination of this Agreement or any Statement of Work.

Section 9. Dispute Resolution

(a) Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

(b) Because a breach of any the provisions of this Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Section 10. Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any

Baker Tilly Virchow Krause, LLP

Standard Business Terms (cont.)

governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Section 11. Taxes

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the "Taxes"), all of which shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 11.

Section 12. Notices

Any notice or communication required or permitted under this Agreement or any Statement of Work shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified on the signature page of this Agreement or such other address as either party may from time to time designate to the other using this procedure.

Section 13. Miscellaneous

(a) This Agreement and any Statement(s) of Work constitute the entire agreement between Baker Tilly and Client with respect to the subject matter hereof and supersede all prior agreements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof. No terms in any Client purchase order that are different from, or additional to, the terms of this Agreement will be accorded any legal effect and are specifically hereby objected to by Baker Tilly. This Agreement and any Statement of Work cannot be amended unless in writing and signed by duly authorized representatives of each party. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement.

(b) In the event that any provision of this Agreement or any Statement of Work is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such Statement of Work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall

be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Agreement would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

(c) Neither this Agreement, any Statement of Work, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Agreement and any Statement of Work to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interests or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Agreement.

(d) The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Illinois, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the State of Illinois. Both parties consent to the personal jurisdiction of the state and federal courts located in Illinois.

(e) The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other.

(f) The failure of either party at any time to enforce any of the provisions of this Agreement or a Statement of Work will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms.

(g) Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

(h) Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement.

(i) Baker Tilly Virchow Krause, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Acknowledgement:

The Business Terms above correctly sets forth the understanding of the Client.

Accepted by:

Signature: _____

Title: _____

Date: _____

MEMORANDUM

TO: Leslie Valiant, City of Willmar

FROM: Tom Denaway, Baker Tilly

DATE: October 25, 2021

SUBJECT: Proposed Redevelopment TIF District – Block 25

Proposed Project

The Developer (Lumber One Development Company LLC) is proposing the development of an approximately 57-unit market rate apartment project located within the City's Renaissance Zone. The building is proposed to be 4-stories and contain a mix of studio, one-bedroom, and two-bedroom units, along with underground and surface parking spaces. The project is proposed to encompass the entire Block 25 area including both public and private land purchases. Construction is preliminarily proposed to start in either late 2021 or 2022 with an estimated completion in 2023. The Developer has provided a preliminary estimate of the total development cost of \$10,000,000.

Redevelopment TIF District Eligibility

The Developer is requesting that a Redevelopment TIF District be created to provide assistance with the redevelopment of the site. The creation of a Redevelopment TIF District is predicated on the existing condition of the project site, and the deteriorated nature of the buildings present on the redevelopment site. Redevelopment Districts are eligible to be created to remove barriers to investment associated with the redevelopment of blighted sites. Redevelopment TIF District's do not require a specific type of new project to be developed on the site, and any future private use of the site is eligible (i.e., multi-family housing, commercial, office, etc.).

State Statute provides the following requirements for qualifying a site as a Redevelopment TIF District.

A redevelopment district is a type of tax increment financing district in which one or more of the following conditions exists and is reasonably distributed throughout the district:

- (1) parcels comprising at least 70% of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50% of the buildings, not including outbuildings, are structurally substandard requiring substantial renovation or clearance. A parcel is deemed "occupied" if at least 15% of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures; or
- (2) the property consists of vacant, unused, underused, inappropriately used, or infrequently used railyards, rail storage facilities, or excessive or vacated railroad right-of-ways; or
- (3) tank facilities, or property whose immediately previous use was for tank facilities, if the tank facilities:
 - i. have or had a capacity of more than 1,000,000 gallons;
 - ii. are located adjacent to rail facilities; and
 - iii. have been removed or are unused, underused, inappropriately used, or infrequently used.

For districts consisting of two or more noncontiguous areas, each area must qualify under the provisions listed above. "Structurally substandard" is defined as buildings containing defects or deficiencies in structural elements, essential utilities and facilities, light and ventilation, fire protection (including egress), layout and condition of interior partitions,

or similar factors. Generally, a building is not structurally substandard if it is in compliance with the building code applicable to a new building, or could be modified to satisfy the existing code at a cost of less than 15% of the cost of constructing a new structure of the same size and type.

A municipality may not find that a building is structurally substandard without an interior inspection, unless it can not gain access to the property and there exists evidence which supports the structurally substandard finding. Such evidence includes recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence. Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained. A parcel is deemed to be occupied by a structurally substandard building if all of the following conditions are met:

- (1) the parcel was occupied by a substandard building within three years of the filing of the request for certification of the parcel as part of the district;
- (2) the demolition or removal of the substandard building was performed or financed by the authority, or was performed by a developer under a development agreement with the authority,
- (3) the authority found by resolution before such demolition or removal occurred that the building was structurally substandard and that the authority intended to include the parcel in the TIF district, and
- (4) the authority notifies the county auditor that the original tax capacity of the parcel must be adjusted upon filing the request for certification of the tax capacity of the parcel as part of a district.

The qualifying information, facts and findings must be kept in written form for the life of the district and made available to the public upon request.

The parcels and existing building within the Block 25 Redevelopment TIF District were found to qualify under the eligibility requirements for creation of a TIF District. The redevelopment area consists of nine-parcels, 100% of which were deemed to be occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures. This exceeds the eligibility requirement of 70% occupied parcels. Additionally, the single existing building located within the TIF District was reviewed by the City Building Official and found to be structurally substandard, as the cost of the improvements required to bring the property into compliance with current building code would be greater than 15% of the cost of constructing a new structure of the same size and type.

Redevelopment TIF District Duration & TIF Revenue Projections

The TIF revenue projections within the TIF Plan are based on a post-development market value of the completed project of \$87,500 per unit. The revenue projection and reimbursable project cost budget are based on a 15-year duration for the TIF District, which is less than the maximum statutory duration of a Redevelopment TIF District of 26-years. The TIF Plan assumes that TIF revenue will be generated from the taxes payable years of 2024 through 2038.

Limitation on use of TIF Revenue & Proposed TIF Assistance

At least 90 percent of the tax increment from a redevelopment district must be used to finance the cost of correcting conditions that allow designation of redevelopment districts. These costs include, but are not limited to, acquiring properties containing structurally substandard buildings or improvements or hazardous substances, pollution, or contaminants, acquiring adjacent parcels necessary to provide a site of sufficient size to permit development, demolition and rehabilitation of structures, clearing of land, removal of hazardous substances or remediation necessary to develop the land, and installation of utilities, roads, sidewalks, and parking facilities for the site. The allocated administrative expenses of the authority may be included in the qualifying costs.

The TIF Plan proposes that TIF revenue will be used to reimburse the Developer for TIF eligible redevelopment costs in a total amount of \$968,148 on a pay-as-you-go basis. Costs eligible for reimbursement are related to the acquisition, demolition, environmental remediation, site improvements/preparation costs, utilities, and public improvements. The Developer will be eligible to be reimbursed for costs eligible under these categories from 90% of the annual captured TIF revenue on a pay-as-you-go basis. The Developer will be responsible for incurring these costs up-front, and will only be reimbursed to the extent that TIF revenue is generated. In the event that TIF revenue is less than projected, the City will have no obligation to satisfy any outstanding balance upon the completion of the District. In the event that actual TIF revenue generated is greater than projected, the reimbursable amount maybe

potentially be satisfied earlier than the proposed 15-year term, allowing for the District to be decertified earlier than anticipated.

Next Steps

There is a statutorily defined process that is required to be followed for the creation of a Redevelopment TIF District. The next step within this process includes the noticing and holding of a public hearing providing the City with opportunity to take public comment on the proposed project.

If the City Council is inclined, following the holding of the public hearing and the taking of comment, the next step would be adoption of the included resolution approving the creation of the TIF District.

Thank you for the opportunity to assist the City of Willmar. Please contact me at 651-223-3075 or tom.denaway@bakertilly.com with any questions or to discuss.

City of Willmar
City Council – Public Hearing
November 1, 2021

Proposed Block 25
TIF Redevelopment District



now joined with
Springsted and Umbaugh





Purpose of Presentation

- Overview of Project
- Redevelopment District Qualifications
- Redevelopment District Requirements
- Financing Project Costs
- Next Steps



Proposed Block 25 Project

- Developer is proposing the development of 57 market rate apartment units
- Project to encompass entire Block 25 Area
- Building is proposed to be 4 stories and include underground and surface parking
- Total anticipated development cost is approximately \$10M
- Estimated Post-Development Taxable Market Value of \$5,075,000
- Developer will be incurring all costs associated with redevelopment of the project site



Redevelopment District Qualification

State Statute Dictates Qualification Standards for a Redevelopment District:

- Parcels comprising 70% of area of District must be occupied by buildings, streets, utilizes, parking lots
- More than 50% of the buildings are determined to be “Structurally Substandard”
- Structurally Substandard definition is met if the cost of bringing the building into compliance with current building code exceeds 15% of the cost of constructing a new building of the same size and type.

Project Qualifies as 100% of parcels within the District are deemed to be occupied, and 100% of the existing buildings were deemed to be Structurally Substandard

Redevelopment District Requirements

90% Test– Requires that 90% of the TIF revenue must be used to reimburse the cost of correcting conditions that allowed the TIF District to be qualified. These costs include; acquiring property, demolition, clearing of land, installation of utilities, roads, sidewalks, and parking facilities.

- **Costs proposed to be reimbursed meet this requirement**

TIF Duration– Redevelopment TIF Districts have a maximum term of 26-years.

- **Proposed TIF Duration of 15 years to conform to City Policy**

Financing Project Costs in Willmar

- Pay as you go
 - Developer pays for public improvements
 - Reimbursed by tax increment
 - Reimbursement limited to amount of TIF collected
 - City will have no obligation in event of TIF revenue shortfall
- Total Project Reimbursement Amount of \$968,148
- Will reimburse Developer for costs associated with acquisition, demolition, environmental remediation, site improvements, utilities, and public improvements.
- Developer will initially fund TIF expenses and be reimbursed over time.

TIF Plan Authorized Costs

TIF eligible costs related to acquisition, demolition, environmental remediation, site improvements/preparation costs, utilities, public improvements, and other TIF eligible expenditures	\$968,148
Administrative expenses	<u>\$107,574</u>
Estimated Tax Increment Project Costs	<u>\$1,075,722</u>

- TIF Plan Budget is based on shortened 15-year duration of TIF District

TIF Plan Estimated Revenues

Tax Increment revenue (Net of OSA Deduction)	\$1,075,722
Interest on invested funds	0
Land Sale Proceeds	0
Other	0
Total	\$1,075,722

- TIF Plan Budget is based on shortened 15-year duration of TIF District



Next Steps– If you so choose

- Approve Resolution Creating the TIF District
- At a later date a proposed Development Agreement will be brought before the City Council



Council Action Request

Meeting Date:	11/01/2021	Agenda Item Number:	9.D.
Agenda Section:	Hearing	Originating Department:	Planning & Development Services
Resolution	No	Prepared By:	Kayode Adiatu, City Planner
Ordinance	Yes	Reviewed By:	Leslie Valiant, City Administrator
No. of Attachments	2	Presented By:	Kayode Adiatu, City Planner
Item:	Public Hearing: Rezone Willmar Poultry's 4.1 Acre Land from G/I to AG		

RECOMMENDED ACTIONS:

Motion By: _____ Second By: _____, to adopt an Ordinance to Rezone Willmar Poultry's 4.1 acres of land at the West and North of their existing facility from G/I (Government) to AG (Agriculture) District.

OVERVIEW:

Willmar Poultry Innovations intends to add to their existing facility located at 2700 75th Street SW. The City Council on October 4, 2021 approved both the sale of 4.1 acres to Willmar Poultry, and a City-initiated request to rezone the said property currently in G/I to AG. Rezoning of the 4.1 acre unplatted site at the west and north sides of Willmar Poultry Innovations from a G (Government) use to an AG (Agricultural) use will allow for the continued use of the property in a manner that conforms to the City of Willmar's Zoning Ordinance. The Planning Commission on October 13, 2021 will review and recommend further action to the City Council.

RECOMMENDATION:

Staff recommends that the Ordinance be adopted, assigned a number, and published.

BUDGETARY/FISCAL ISSUES:

None, other than staff time and materials.

RECOMMENDATION MOTION:

To adopt an Ordinance amending Willmar Municipal Ordinance 1060 to Rezone Willmar Poultry addition from G/I to AG

ALTERNATIVES:

1. Not adopt the Ordinance.
2. Delay action if the Council requires additional information.

ATTACHMENTS:

Zoning Ordinance
GIS Rezone Map

ORDINANCE NO. _____

**AN ORDINANCE AMENDING MUNICIPAL ORDINANCE NO. 1060,
THE WILLMAR ZONING ORDINANCE**

The City of Willmar does ordain as follows:

SECTION 1. Zoning Change. The Zoning Ordinance and Zoning Map for the City of Willmar are hereby amended to rezone the following property from G/I (Government) to AG (Agricultural).

That part of the East Half of the Southeast Quarter of Section 23, Township 119 North, Range 36 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota, described as follows: Commencing at the southeast corner of said Section 23; thence on an assumed bearing of North 0 degrees 33 minutes 11 seconds East, along the east line of said Section 23, a distance of 959 .50; thence on a bearing of North 89 degrees 26 minutes 49 seconds West a distance of 506.00 feet to the point of beginning of the land to be described; thence continuing on a bearing of North 89 degrees 26 minutes 49 seconds West a distance of 150.00 feet; thence on a bearing of North 0 degrees 33 minutes 11 seconds East a distance of 677.00 feet; thence on a bearing of South 89 degrees 26 minutes 49 seconds East a distance of 656.00 feet to the east line of said Section 23; thence on a bearing of South 0 degrees 33 minutes 11 seconds West, along the east line of said Section 23, a distance of 150.00 feet; thence on a bearing of North 89 degrees 26 minutes 49 seconds West a distance of 506.00 feet; thence on a bearing of South 0 degrees 33 minutes 11 seconds West a distance 527.00 feet to the point of beginning.

SECTION 2. Effective Date. This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member: Fagerlie

This Ordinance introduced on: October 18, 2021

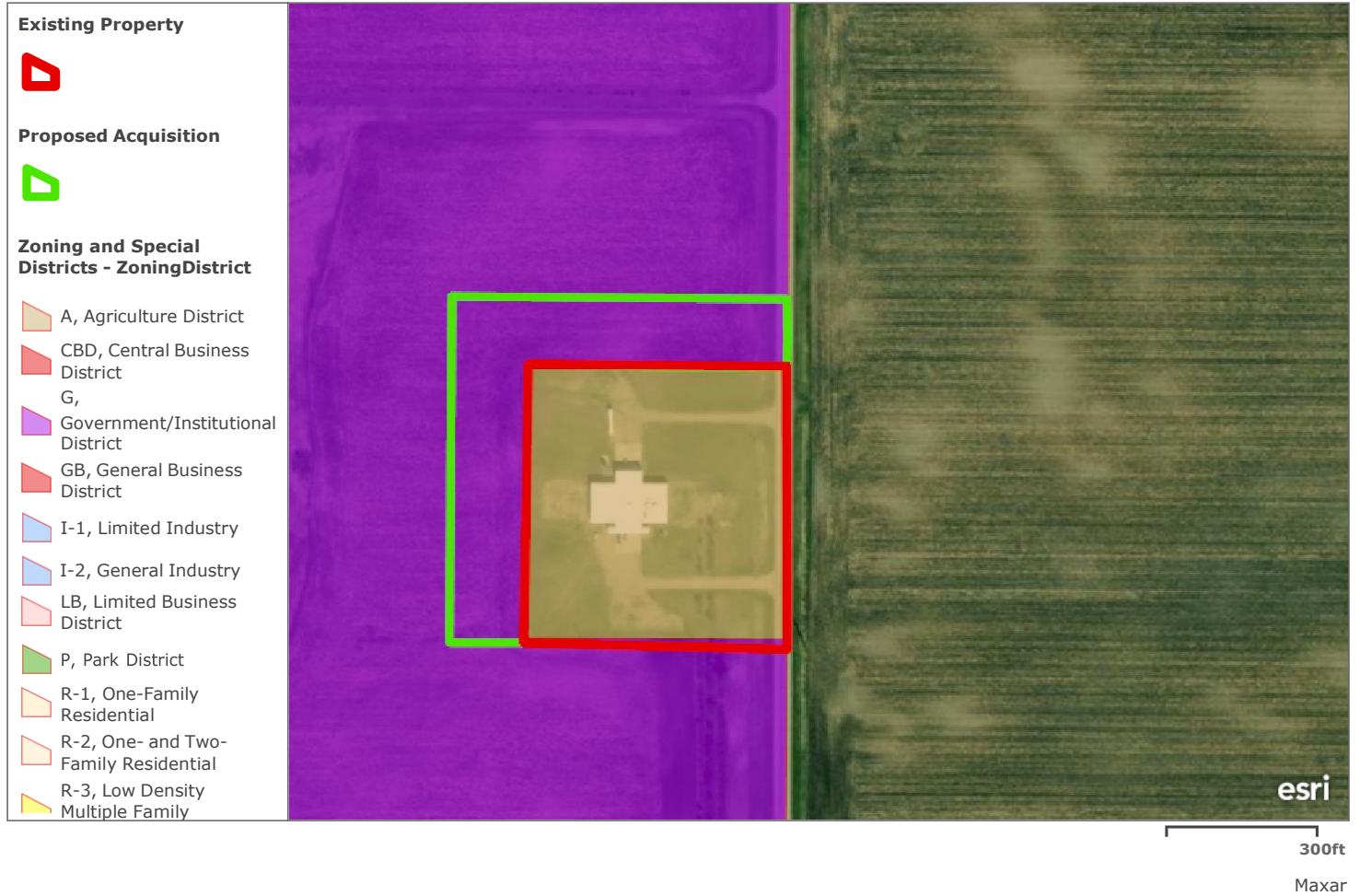
This Ordinance published on: October 23, 2021

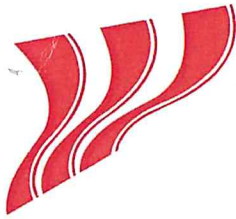
This Ordinance given a hearing on: November 1, 2021

This Ordinance adopted on: _____

This Ordinance published on: _____

Willmar Poultry Rezoning





City of Willmar

City Council Action Request

Meeting Date:	11/1/2021	Agenda Item Number:	9.E.
Agenda Section:	Hearing	Originating Department:	Planning & Development Services
Resolution	Yes	Prepared By:	Willard Huyck, Main Street Coordinator - Planner
Ordinance	Yes	Reviewed By:	Leslie Valiant, City Administrator
No. of Attachments	4	Presented By:	Leslie Valiant, City Administrator
Item:	Opening public hearing and authorizing sale of 4.1 city-owned acres to Willmar Poultry Innovations, LLC.		

RECOMMENDED ACTION:

Open Public Hearing

Authorize Land Sale:

Motion By: _____ Second By: _____, to adopt the Ordinance authorizing land sale to Willmar Poultry Innovations, LLC, assign it a number, and publish it.

Motion By: _____ Second By: _____, to publish Ordinance by Summary.

Motion By: _____ Second By: _____, to adopt a Resolution approving the Purchase Agreement with Willmar Poultry Innovations, LLC and authorizing Mayor and Administrator to execute the Purchase Agreement on behalf of the City.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:

The Planning Commission reviewed this item at a special meeting on October 13, 2021 and found it to be consistent with the City’s land use objectives.

OVERVIEW:

These actions concern the sale of the described property to Willmar Poultry Innovations L.L.C. (“Buyers”) for \$45,100. This land will serve as an addition to property already owned by the Buyers. The Buyers plan to expand their existing turkey brooding facility on this property. The expansion will create up to 20 jobs. Buyers advise that the proposed facility will be the first of its kind in the region.

The first set of actions will trigger the public hearing process for land purchases by scheduling a public hearing and publishing the Ordinance for public availability.

The second action will approve the Temporary License Agreement for Site Preparations with the Buyers. This authorizes the Buyers to begin work on the land prior to closure, while still affording the City adequate protection from liability from Buyers’ activities on the land.

PRIMARY ALTERNATIVES TO CONSIDER:

Option A: Open Public Hearing, Adopt Ordinance, Publish Ordinance by Summary and adopt Resolution approving the Purchase Agreement.

Option B: Decline some or all of staff's requests

Option C: Request more information for some or all of staff's requests

BUDGETARY/FISCAL ISSUES:

None, other than staff time and materials.

ATTACHMENTS:

Ordinance Authorizing Land Sale

Summary Ordinance

Resolution – Land Purchase Agreement

Land Purchase Agreement, with Exhibits

ORDINANCE NO. ____

**AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY
TO WILLMAR POULTRY INNOVATIONS, 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

That part of the East Half of the Southeast Quarter of Section 23, Township 119 North, Range 36 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota, described as follows: Commencing at the southeast corner of said Section 23; thence on an assumed bearing of North 0 degrees 33 minutes 11 seconds East, along the east line of said Section 23, a distance of 959 .50; thence on a bearing of North 89 degrees 26 minutes 49 seconds West a distance of 506.00 feet to the point of beginning of the land to be described; thence continuing on a bearing of North 89 degrees 26 minutes 49 seconds West a distance of 150.00 feet; thence on a bearing of North 0 degrees 33 minutes 11 seconds East a distance of 677.00 feet; thence on a bearing of South 89 degrees 26 minutes 49 seconds East a distance of 656.00 feet to the east line of said Section 23; thence on a bearing of South 0 degrees 33 minutes 11 seconds West, along the east line of said Section 23, a distance of 150.00 feet; thence on a bearing of North 89 degrees 26 minutes 49 seconds West a distance of 506.00 feet; thence on a bearing of South 0 degrees 33 minutes 11 seconds West a distance 527.00 feet to the point of beginning.

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 _____, 2021.

ATTEST:

Judy Thompson, City Clerk

Marvin Calvin, Mayor

VOTE: ___ ASK ___ ASMUS ___ BUTTERFIELD ___ DAVIS
 ___ FAGERLIE ___ NELSEN ___ O'BRIEN ___ PLOWMAN

This Ordinance introduced by Council Member: Ask

This Ordinance introduced on: October 18, 2021

This Ordinance published on: October 23, 2021

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

Pursuant to action taken by the Willmar City Council at a meeting held on October 18, 2021, a public hearing will be held on November 1, 2021 at 6:05 p.m., or as soon thereafter as possible.

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. ____

**AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY
TO WILLMAR POULTRY INNOVATIONS, LLC**

Summary: Ordinance No. ____ authorizes the sale of 4.1 city-owned acres in the East Half of the Southeast Quarter of Section 23, Township 119 North, Range 36 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota, 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.

Resolution No. _____

**A RESOLUTION ADOPTING THE LAND PURCHASE AGREEMENT WITH
WILLMAR POULTRY INNOVATIONS, LLC**

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 Land Purchase Agreement with Willmar Poultry Innovations, LLC is accepted and approved, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof.

Dated this 1st day of November, 2021

Mayor

Attest:

City Clerk

COMMERCIAL PROPERTY PURCHASE AGREEMENT

This Commercial Property Purchase Agreement is made this ____ day of October, 2021, by and between Willmar Poultry Innovations, LLC, 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, as legally described on the attached Exhibit A, together with all improvements thereon (the “Property”).
2. Buyer desires to acquire Seller’s interest in the Property 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 Forty-Five Thousand One Hundred Dollars (\$45,100.00), payable as follows:
 - a. Five Thousand Dollars (\$5,000.00) as earnest money (“Earnest Money”), which Earnest Money shall be held by Seller, the receipt of which Seller hereby acknowledges; and
 - b. The balance, Forty Thousand One Hundred Dollars (\$40,100.00), 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. Closing Date. The closing shall take place at Willmar City Hall, 333 Sixth Street Southwest, 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.

5. 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. 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.

6. 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.

7. 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 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.
 - ii. Buyer shall have performed all of its obligations required to be performed by Buyer under this Agreement as and when required under this Agreement.
8. 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. Attorneys' Fees. Each of the parties will pay its own attorneys', accountants' and consultants' fees.
- g. Crop Damages. Buyer will pay any crop damages required to be paid under the existing agricultural lease in effect for the Property, a copy of which is attached hereto as Exhibit B.

9. 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 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.

10. 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.

11. 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.

12. 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 12.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.

13. 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 un contemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated or will migrate from or to the Property.

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

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

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

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

14. 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: City Administrator
City of Willmar
333 Sixth Street Southwest
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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

BUYERS:

SELLER:

**WILLMAR POULTRY
INNOVATIONS, LLC**

CITY OF WILLMAR

By: _____

By: _____
Marvin Calvin, Mayor

By: _____

By: _____
Leslie Valient, City Administrator

**EXHIBIT A
LEGAL DESCRIPTION**

Additional Purchase from the City of Willmar Land Description - 4.1 Acres

That part of the East Half of the Southeast Quarter of Section 23, Township 119 North, Range 36 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota, described as follows:

- Commencing at the southeast corner of said Section 23;
- thence on an assumed bearing of North 0 degrees 33 minutes 11 seconds East, along the east line of said Section 23, a distance of 959.50;
- thence on a bearing of North 89 degrees 26 minutes 49 seconds West a distance of 506.00 feet to the point of beginning of the land to be described;
- thence continuing on a bearing of North 89 degrees 26 minutes 49 seconds West a distance of 150.00 feet;
- thence on a bearing of North 0 degrees 33 minutes 11 seconds East a distance of 677.00 feet;
- thence on a bearing of South 89 degrees 26 minutes 49 seconds East a distance of 656.00 feet to the east line of said Section 23;
- thence on a bearing of South 0 degrees 33 minutes 11 seconds West, along the east line of said Section 23, a distance of 150.00 feet;
- thence on a bearing of North 89 degrees 26 minutes 49 seconds West a distance of 506.00 feet;
- thence on a bearing of South 0 degrees 33 minutes 11 seconds West a distance 527.00 feet to the point of beginning.

EXHIBIT B

RESOLUTION NO. 2021-117

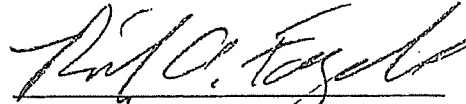
A RESOLUTION AUTHORIZING THE AMENDMENT TO THE AGRICULTURAL LAND LEASE AGREEMENT FOR TRACT VIII.

Motion By: Plowman

Second By: Nelsen

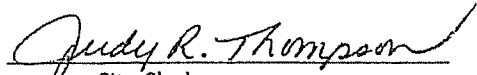
BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the amendment to the Tract VIII Agricultural Land Lease Agreement for the period December 15, 2022 to December 15, 2026 is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to sign the extension with the lessees for the terms and consideration of the contract.

Dated this 17th day of May, 2021



Mayor Pro Tempore

Attest:



City Clerk

AGRICULTURAL LAND LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease" or "Agreement") dated this ___ day of _____, _____, by and between the **CITY OF WILLMAR**, a Minnesota municipal corporation, (the "Landlord"), and Randall Kveene, Norman Kveene, and Michael Arends,, (the "Tenant"), (collectively the "Parties").

In consideration of the terms and conditions of this Lease, Landlord and Tenant agree as follows:

ARTICLE ONE **Definitions and Terms**

As used in this Lease, the following terms shall have the specific meanings set forth below:

1.1 "Landlord" means the City of Willmar, having as its address for notice purposes 333 6th Street Southwest; Attention: City Administrator.

1.2 "Tenant" means Randall Kveene, Norman Kveene, and Michael Arends, having as its address for notice purposes 6190 7th Ave NW, Willmar MN 56201.

1.3 "Commencement Date" means December 16, 2022.

1.4 "Expiration Date" means December 15, 2026.

1.5 "Premises" means the real property owned by Landlord located in Sections 17 and 18, Township 119N, Range 35W, which contains 72.8 acres more or less, that are tillable, described as follows:

The East 2040' of SE1/4; and the West 600' of the SE ¼; SE ¼ of the SW ¼ except that party lying westerly of C. Ditch #19, all in Section 23, Township 119, Range 36.

and shown on **Exhibit A** attached hereto.

ARTICLE TWO **Demising Clause**

2.1 Landlord leases to Tenant and Tenant leases from Landlord the Premises on the terms and conditions contained in this Lease.

2.2 Tenant shall have the nonexclusive right to use the Premises for agricultural purposes as provided herein.

ARTICLE THREE
Term and Possession

3.1 Term. This Lease shall be for a term of ___ years, beginning on the Commencement Date and ending on the Expiration Date, unless terminated prior to the Expiration Date. Except as otherwise provided in this Lease, termination of the Lease prior to the Expiration Date requires mutual agreement by the Landlord and Tenant. Tenant shall be entitled to possession on the Commencement Date and shall give up possession on the Expiration Date.

3.2 Early Termination by Landlord. In the event that Landlord shall sell any of the Premises, or in the event that any of the Premises shall be converted for other governmental use, Landlord is entitled to terminate this Lease with respect to the portion of the Premises sold or converted to governmental use upon written notice to Tenant, and the rents payable by Tenant shall be reduced on a pro rata basis. Landlord's liability upon such early termination shall be limited to the damages for the loss of any crop growing on the Premises at the time of such early termination.

ARTICLE FOUR
Rent

4.1 Tenant shall, for the entire Lease Term, pay to Landlord without demand, annual rent in the amount of \$10,628.80 (the "Rent"). The annual rent amount shall be paid in its entirety on or before March 1 of each year, at the address specified for Landlord herein.

4.2 A late penalty of 5% of the payment due will be assessed on all late payments. Tenant agrees and acknowledges that the late penalty is necessary to compensate Landlord for lost interest, the opportunity cost of renting the property, and any legal fees or expenses incurred in enforcing its rights pursuant to this Agreement.

ARTICLE FIVE
Taxes and Payments

5.1 Tenant shall pay all taxes, assessments and governmental charges (collectively referred to as "Taxes") that accrue against the Premises during the Lease Term.

5.2 Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed on the Premises, whether levied or assessed against Landlord or Tenant.

5.3 In the event there are any government payments through any agricultural programs made during the term of this Lease, said payments shall be the property of Tenant.

ARTICLE SIX
Permitted Use

6.1 Tenant shall use the Premises for agricultural purposes only and all activities incidental thereto, including:

- a. To till all of the tillable land in a husband-like manner.
- b. To harvest and remove all crops in due season.
- c. To keep all ditches cleaned of weeds and debris.
- d. To mow roadsides and fence rows.
- e. To destroy all noxious weeds and grasses and nuisances on the leased portion, in compliance with State Law.

6.2 Tenant shall not plant crops within, till or otherwise alter any land in, on or about the Premises unless the entirety of the Rent for the year has been paid pursuant to Article Four.

6.3 Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. More specifically, Tenant shall not use or store any noxious chemicals on the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

6.4 Tenant shall provide Landlord with full and complete information concerning all chemicals applied to the Premises, or any portion thereof, including brand and strength of chemical applied and poundage per acre.

6.5 Tenant shall not plant crops within, till or otherwise alter any land within 16½ feet of the edge of any county ditch. Tenant shall be responsible for restoring, at Tenant's sole cost and expense, any such areas that may be disturbed during the term of this Lease upon demand by Landlord. If Tenant does not do so, Landlord may (but need not) restore the such areas to their preexisting condition, and Tenant shall pay the cost of such work upon being billed by Landlord.

6.6 Tenant shall not plant sugar beets on the Premises.

ARTICLE SEVEN
Utilities

7.1 There are no utilities (electricity, fuel oil, gas services, telephone, trash collection, snow plowing, lawn mowing, water, sewer service, cable or satellite television reception, internet connection fees) serving the property, and for which the tenant is to be responsible.

ARTICLE EIGHT
Subletting and Assignment

8.1 Tenant shall not assign its interest in this Lease and shall not sublet any portion of the Premises, or any right or privilege provided under the Lease or use of the Premises, or suffer any other person to occupy or use any portion of the Premises, without the prior written approval of Landlord.

ARTICLE NINE
Quiet Possession and Subordination

9.1 Landlord covenants that Tenant, upon paying the Rent and performing the covenants under this Lease, shall peaceably and quietly have, hold and enjoy the leased Premises for the term of the Lease.

9.2 This Lease is subject and subordinate to all present or future financial encumbrances on the Premises, and is further subject to all present and future easements, conditions and encumbrances of record, and to all applicable laws, ordinances and governmental rules and regulations. Such subordination shall be self-executing without further act on the part of Landlord or Tenant; provided, however, that Tenant shall at any time hereafter, at the request of Landlord or any lien holder, or any purchaser of the Premises, execute any instruments that may be required, and Tenant hereby irrevocably authorizes Landlord to execute and deliver in the name of Tenant any such instrument if Tenant fails to do so.

ARTICLE TEN
Landlord's Reserved Rights

Landlord reserves the following rights: (a) to take any and all measures necessary or desirable for the operation, safety, protection or preservation of the Premises, including repairs, alterations, decorations, additions or improvements, whether structural or otherwise, in and about the Premises or any part thereof; and (b) to enter to verify use of the Premises. Landlord may enter upon the Premises and may exercise any or all of the foregoing rights without being deemed guilty of an eviction (actual or constructive) or disturbance of Tenant's use or possession and without being liable in any manner to Tenant and without abatement of Rent or affecting Tenant's obligations hereunder.

ARTICLE ELEVEN
Alterations and Improvements

11.1 Landlord has made no promise to alter, remodel, repair or improve the Premises and has made no representation of the condition of the Premises or the suitability of the Premises for the purpose stated herein other than what is contained in this Lease.

11.2 Tenant shall not make material alterations or improvements to the Premises without the written consent of Landlord. Consent shall be obtained by submitting a written description to Landlord of the proposed improvement, including its location, size, proposed use, and whether the improvement is to be severed from the property at the termination of the Lease or is to be left on the property, and any other information that may be required by the Landlord. Landlord may approve, disapprove, require more information, or require certain modifications to the proposed improvement in its sole judgment and discretion. Tenant's final written proposal including a clear indication of Landlord's assent and signed by Landlord shall constitute written consent of Landlord. Unless otherwise agreed by both parties, approved improvements shall be at the sole expense of Tenant.

11.3 Tenant shall allow no mechanic's liens to be incurred or filed against the Premises. Tenant shall promptly pay for all alterations and improvements, which it may make under this Lease that are approved by Landlord, and shall save and hold harmless Landlord from any and all losses, including attorneys' fees, incurred by reason of mechanic's liens or other claims for skill, labor or material furnished or performed, or claimed to have been furnished or performed, on account of any such alteration or improvement made by Tenant hereunder. Tenant may contest any such mechanic's liens and prosecute all proceedings for the purpose of such contest pursuant to Minn. Stat. § 514.01, et seq. Tenant shall indemnify Landlord against any loss or liability by reason of such contest.

11.3 Tenant shall not place or maintain any signs on the Premises, without authorization by Landlord.

ARTICLE TWELVE **Repairs and Maintenance**

12.1 Tenant, at its expense, shall keep the Premises in a safe and tenantable condition based on the purpose of this Lease. If Tenant does not do so, Landlord may (but need not) restore the Premises to a safe and tenantable condition, and Tenant shall pay the cost upon being billed by Landlord. This Article shall not apply to damage or destruction otherwise provided for in this Lease.

12.2 Tenant shall be responsible for all major and minor maintenance, repairs, or replacement of any and all alterations or improvements to the Premises made under Article 11. Improvements made under Article 11 that are capable of severance may be removed by Tenant at any time or within 30 days after termination of the Lease even though they may be fixtures, provided that Tenant leaves in good condition that part of the Premises from which such improvements are removed.

12.3 Improvements not capable of severance shall become the property of Landlord at termination of the Lease without compensation to the Tenant.

ARTICLE THIRTEEN **Destruction or Damage**

13.1 Tenant agrees:

- a. That it will obtain all necessary state and local permits for its operations as necessary.

- b. That it will operate in accordance with all federal, state and local regulations.
- c. That it will be solely responsible for security of the Premises, including crops and equipment, and for any loss, damage, or destruction thereof.
- d. That it will keep the Premises in such repair as at the commencement of the said term or may be put in during continuance thereof, reasonable wear and tear and damage by fire or extended peril coverage perils only excepted.
- e. That it will not injure, overload or suffer to be injured or overloaded the Premises or any part thereof.
- f. That it will not make or suffer any unlawful, improper or offensive use of the Premises or any use thereof contrary to any law of the State or any ordinance of the City now or hereafter made, or which shall be injurious to any person or property or which shall be liable to endanger or affect any insurance on the said Property.

ARTICLE FOURTEEN
Hold Harmless

14.1 Tenant shall defend, indemnify and hold Landlord harmless from any liability, loss, cost, and obligations, including reasonable attorneys' fees, arising out of the use of the Premises by Tenant, Tenant's employees, officers, agents, clients and invitees. Landlord shall defend, indemnify and hold Tenant harmless from any liability, loss, cost, and obligations, including reasonable attorneys' fees, arising out of negligent or willful acts by Landlord, its employees, officers, agents, clients and invitees in meeting Landlord's obligations under this Lease.

14.2 Tenant knows, understands and acknowledges the risks and hazards associated with using the Premises and hereby assumes any and all risks and hazards associated therewith. Tenant hereby irrevocably waives any and all claims against the Landlord or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by Tenant as a result of using the Premises and hereby irrevocably releases and discharges the Landlord and any of its officials, employees or agents from any and all claims of liability.

ARTICLE FIFTEEN
Holding Over

15.1 If Tenant without the consent of Landlord retains possession of the Premises or any part thereof after termination of the Term, then Landlord can elect to recover possession of the Premises by pursuing its rights under this Lease or at law. In such event Landlord shall further be able to recover in damages for the period Tenant holds over an amount equal to 150 percent of the Rent payable for the month immediately preceding the commencement of said holding over computed on a daily basis until Landlord receives possession of the Premises and in addition thereto, Tenant shall pay Landlord all direct damages sustained by reason of Tenant's retention of possession. Alternatively, Landlord can elect to retain Tenant on a month to month tenancy, terminable in accordance with law, at a Rent equal to 150 percent of the rate payable hereunder, commencing the month immediately preceding the

commencement of said holding over and computed on a per month basis for each month or part thereof that Tenant remains in possession.

15.2 Landlord shall exercise its election of one of the above described alternatives by delivering a written notice thereof to Tenant within thirty (30) days after the first day of Tenant's retention of possession beyond the Term. In the event that Landlord fails to exercise its election as provided above, then Landlord shall be conclusively presumed to have elected to retain Tenant on a month to month tenancy, terminable in accordance with law at a Rent as provided in this Article.

ARTICLE SIXTEEN **Surrender of Possession**

16.1 Upon the termination of the Lease Term, Tenant shall immediately surrender the Premises (together with any alterations and improvements that are not severable) to Landlord in good order, repair and condition, ordinary wear and fire or casualty losses for which Tenant is not responsible excepted, and shall remove all equipment, trade fixtures and other items of Tenant's property from the Premises. Tenant shall pay Landlord upon demand the cost of repairing any damage to the Premises caused by such removal. Tenant shall plow back the land and leave the Premises in its pre-Lease condition, reasonable wear and tear excepted. Tenant shall pay Landlord a sum of \$18.00 per acre for each acre of the Premises that is not plowed back and restored to its pre-Lease condition. If Tenant fails or refuses to remove Tenant's property from the Premises, Tenant shall be presumed to have abandoned the property and Landlord may dispose of the property without incurring liability, at Tenant's expense.

ARTICLE SEVENTEEN **Compliance with Laws, Ordinances and Regulations**

17.1 Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, opinions, directives, regulations and requirements of all federal, state, city and other local governments. Throughout the Term of this Lease, Landlord shall comply with all local, state, and federal laws and regulations with respect to its management and operation of the Premises.

17.2 Tenant guarantees to Landlord that Tenant is an Equal Opportunity Employer and that he/she meets all United States and State of Minnesota Equal Opportunity Employment requirements or that Tenant is exempt from these provisions.

17. Tenant shall likewise observe and comply with, or shall cause to be observed and complied with, all the requirements of all policies of comprehensive general liability, fire and other insurance at any time in force with respect to the Premises.

ARTICLE EIGHTEEN **Insurance**

18.1 In addition to the following, Tenant shall maintain, at Tenant's expense, insurance on Tenant's property located in and upon the Premises, and shall assume the risk of loss to such property on the Premises.

18.2 Required Insurance. Tenant agrees to maintain, at Tenant's expense, a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 per occurrence and general aggregate, or as indicated in the certificate(s) of insurance attached hereto as **Exhibit B**, whichever amounts are greater. Tenant also agrees to maintain worker's compensation and employer's liability insurance as and in such minimum amounts as required by law, and comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for each accident (shall include coverage for all owned, hired and non-owned vehicles) or as indicated in the certificate(s) of insurance attached hereto as **Exhibit B**, whichever amount is greater. All policies listed above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable). With the exception of the Worker's Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by Tenant under this Lease, and shall name the Landlord as an additional insured under the policy. All policies listed above shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without 30 days prior written notice to CITY.

ARTICLE NINETEEN

Default and Remedies

19.1 If Tenant shall default in the payment of any installment of the Rent or in the payment of any other sum required to be paid by Tenant under this Lease and such default shall continue for 15 days after written notice to Tenant, or if Tenant shall default in the observance or performance of any of the other covenants or conditions in this Lease, which Tenant is required to observe or perform, and such default shall continue for 30 days after written notice to Tenant, or if a default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant, or if the interest of Tenant in this Lease shall be levied upon under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within 30 days following the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not be dismissed within 30 days from the date of appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall abandon or vacate the Premises, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option may, without notice or demand of any kind to Tenant or any other person, terminate this Lease and immediately repossess the Premises, in addition to all other rights and remedies provided at law or in equity. The provisions of this section shall survive any termination of this Lease.

19.2 In the event the Lease is terminated due to the default of Tenant:

- a. All obligations of Landlord under this Agreement shall cease. Landlord shall take reasonable measures to lease the Premises to another tenant for a comparable term and rent.

- b. Until Landlord enters into a new lease Tenant shall continue to pay the applicable rent until the end of the Lease Term.
- c. Rental payments received by Landlord from a new tenant will reduce the amount for which Tenant is liable to Landlord.
- d. Upon termination, Tenant agrees to yield possession of the Premises within 90 days of the date of notice of default, reserving the right to re-enter the Premises solely to harvest any crops that are the personal property of Tenant and are growing at the time of default.

19.3 In the event the Lease is terminated due to the default of Landlord:

- a. All obligations undertaken by Tenant under this Agreement including the obligation to pay rent shall cease.
- b. Upon termination, Tenant shall yield possession of the Premises in a timely manner, reserving the right to re-enter the Premises solely to harvest any crops that are the personal property of Tenant and are growing at the time of default. Landlord's liability to Tenant shall be limited to damages for loss of any crop growing at the time of default.

ARTICLE TWENTY

Notices

20.1 All notices required under the terms of this Lease shall be deemed to have been properly served or given three days after their deposit in the United States mail if sent by registered or certified mail, return receipt requested, postage prepaid, or two days after deposit in a nationally recognized overnight courier service, addressed to Landlord or Tenant at the addresses identified in Article One or to such other address within the continental limits of the United States and to the attention of such party as the parties may from time to time designate by written notice to the other.

ARTICLE TWENTY-ONE

Miscellaneous

21.1 **Voluntary and Knowing Action.** The parties, by executing this Lease, state that they have carefully read this Lease and understand fully the contents thereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

21.2 **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

21.3 **No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties, it being understood that the sole relationship created hereby is one of landlord and tenant. No third party is entitled in any way to rely upon any provision in this Lease. This Lease is intended solely for the benefit of Landlord and Tenant and no third party shall have any rights or interest in any provision of this Lease, or as a result of any action or inaction of the Landlord in connection therewith.

21.4 **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Tenant agrees that the Landlord, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Tenant and involve transactions relating to this Lease. The Tenant agrees to maintain these records for a period of six years from the date of termination of this Lease.

21.5 **Governing Law.** This Lease shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Lease without regard to its choice of law or conflict of laws principles.

21.6 **Data Practices.** The parties acknowledge that this Lease is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

21.7 **No Waiver.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Lease. Any express waiver of a term of this Lease shall not be binding and effective unless made in writing and properly executed by the waiving party.

21.8 **Severability.** The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Lease to the extent of its invalidity or unenforceability, and this Lease shall be construed and enforced as if the Lease did not contain that particular provision to the extent of its invalidity or unenforceability.

21.9 **Headings and Captions.** Headings and captions contained in this Lease are for convenience only and are not intended to alter any of the provisions of this Lease and shall not be used for the interpretation of the validity of the agreement or any provision hereof.

21.10 **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of Landlord and the Tenant arising prior to the expiration of this Lease (whether by completion or earlier termination), shall survive such expiration.

21.11 **Exhibits.** The exhibits attached to this Lease are considered an integral part of it as if fully set forth within it.

21.12 **Entire Agreement.** All prior understandings, letters of intent, discussions and agreements are merged in the governing terms of this Lease, which is a complete and final written expression of the intent of the parties.

21.13 **Modification/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Lease shall only be valid when they have been reduced to writing, and signed by authorized representative of the Landlord and the Tenant.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, as of the day and year first hereinabove written the parties have executed this Lease.

LANDLORD:
CITY OF WILLMAR

BY: _____
Marv Calvin, Its Mayor

BY: _____
John Harren, Its Interim City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Frank Yanish and by Charlene Stevens, respectively the Mayor and City Administrator of the City of Willmar, a Minnesota municipal corporation, on behalf of the municipal corporation and pursuant to the authority granted by its City Council.

Notary Public

TENANT:

BY: _____
_____, Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, the _____ of _____, a Minnesota corporation, on behalf of the corporation.

Notary Public



City Council Action Request

Council Meeting Date:	November 1, 2021	Agenda Item Number:	10.
Agenda Section:	Regular	Originating Department:	WMU
Resolution	No	Prepared by:	Leslie Valiant, City Admin.
Ordinance	No	Reviewed By:	Leslie Valiant. City Admin.
No. of Attachments	Two	Presented By:	Andrea Prekker, Finance & Office Services Supv. and John Harren, GM
Item:	For information only: Presentation of WMU 2022 Budget & 10-Yr. Capital Improvement Plan		

RECOMMENDED ACTION:

N/A

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:

N/A

OVERVIEW:

For information only, WMU to present the 2022 WMU Budget and 10-Yr. Capital Improvement Plan. MUC approved 2022 WMU Budget and 10-Yr. Capital Improvement Plan on Sept. 13, 2021 (MUC mtg, Resolution #47). Minutes were submitted and approved by City Council on Sept. 20, 2021 (Resolution #2021-188).

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

N/A

BUDGETARY/FISCAL ISSUES:

N/A

ATTACHMENTS:

- WMU 2022 Operating Budget Summary**
- WMU 2022 Statement of Cash Flows**

**WILLMAR MUNICIPAL UTILITIES
BUDGET
2022**

	2019 Actual	2020 Actual	2021 Budget	2022 Budget
<i>Operating revenues</i>				
Residential	\$9,056,305	\$9,545,446	\$9,851,337	\$9,694,542
Commercial/industrial	\$22,034,504	\$20,644,994	\$20,864,348	\$22,199,567
Energy acquisition/fuel adj	\$0	\$0	\$0	\$0
City Franchise Fee	\$2,565,714	\$2,419,253	\$2,608,035	\$2,565,714
Transmission	\$1,659,469	\$2,228,487	\$1,950,000	\$2,478,671
Miscellaneous	\$1,130,516	\$813,992	\$722,070	\$991,600
Total operating revenues	<u>\$36,446,507</u>	<u>\$35,652,173</u>	<u>\$35,995,790</u>	<u>\$37,930,094</u>
<i>Operating expenses</i>				
Production	\$1,847,221	\$1,275,540	\$839,474	\$762,725
Purchased power	\$13,369,773	\$13,528,846	\$14,823,756	\$15,378,860
Transmission	\$4,198,053	\$3,420,605	\$4,376,735	\$4,355,202
Distribution	\$1,869,965	\$1,953,218	\$2,220,492	\$2,341,736
Customer service	\$260,138	\$129,919	\$326,483	\$379,676
Energy Services	\$195,527	\$105,484	\$180,229	\$139,810
General & administrative	\$2,696,719	\$2,524,066	\$4,011,667	\$3,437,268
Depreciation	\$2,447,437	\$2,483,503	\$2,490,421	\$2,530,605
Total operating expenses	<u>\$26,884,835</u>	<u>\$25,421,181</u>	<u>\$29,269,258</u>	<u>\$29,325,882</u>
<i>Operating income</i>				
Other income	\$791,047	\$1,002,893	\$670,174	\$472,253
Other expense	\$119,990	\$6,006	\$1,500	\$2,500
Net earnings	<u>-\$671,057</u>	<u>-\$996,887</u>	<u>-\$668,674</u>	<u>-\$469,753</u>
Intragovernmental transfer	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842
<i>Retained earnings</i>	<u>\$8,095,887</u>	<u>\$9,091,036</u>	<u>\$5,258,363</u>	<u>\$6,937,123</u>

**WILLMAR MUNICIPAL UTILITIES
STATEMENT OF CASH FLOWS - ELECTRIC
2022-2031**

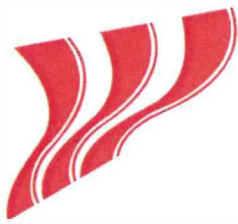
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Cash and Investments 1/1/2021	\$35,569,790										
Reserved Funds	-\$5,375,000										
Loan Funds											
Total Cash	\$30,194,790	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue	\$29,333,491	\$31,188,781	\$31,444,725	\$32,601,948	\$32,914,958	\$33,079,533	\$33,244,930	\$33,411,155	\$33,578,211	\$33,746,102	\$33,914,832
City Franchise Fee	\$2,608,035	\$2,565,714	\$2,578,542	\$2,591,435	\$2,604,392	\$2,617,414	\$2,630,501	\$2,643,654	\$2,656,872	\$2,670,156	\$2,683,507
Total Revenue Received	\$31,941,526	\$33,754,494	\$34,023,267	\$35,193,383	\$35,519,350	\$35,696,947	\$35,875,431	\$36,054,809	\$36,235,083	\$36,416,258	\$36,598,339
Operating Expenses	\$27,347,567	\$26,986,750	\$27,661,419	\$28,352,954	\$29,061,778	\$29,788,322	\$30,533,030	\$31,296,356	\$32,078,765	\$32,880,734	\$33,702,753
Bad Debts	\$586,670	\$623,776	\$628,894	\$652,039	\$658,299	\$661,591	\$664,899	\$668,223	\$671,564	\$674,922	\$678,297
Add Depreciation	\$2,115,681	\$2,131,550	\$2,184,838	\$2,239,459	\$2,295,446	\$2,352,832	\$2,411,653	\$2,471,944	\$2,533,743	\$2,597,086	\$2,662,013
Total Operating Exp less Depreciation	\$25,231,886	\$24,855,200	\$25,476,580	\$26,113,495	\$26,766,332	\$27,435,490	\$28,121,378	\$28,824,412	\$29,545,022	\$30,283,648	\$31,040,739
Other Income	\$610,763	\$417,522	\$421,697	\$425,914	\$430,173	\$434,475	\$438,819	\$443,208	\$447,640	\$452,116	\$456,637
Other Expense	\$1,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Intragovernmental transfer	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842
Bond Payment Principal & Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Additional Cash Outflows	\$1,527,579	\$1,721,820	\$1,717,645	\$1,713,428	\$1,709,169	\$1,704,867	\$1,700,523	\$1,696,134	\$1,691,702	\$1,687,226	\$1,682,705
Office/Warehouse	\$0	\$1,000,000	\$1,010,000	\$10,660,000	\$3,660,000	\$0	\$0	\$0	\$0	\$0	\$0
Vehicles/Equipment	\$25,800	\$300,000	\$40,000	\$0	\$0	\$325,000	\$260,000	\$60,000	\$115,000	\$325,000	\$105,000
Electric Construction	\$15,044,915	\$1,367,288	\$1,103,395	\$414,505	\$424,868	\$435,489	\$3,821,377	\$2,977,536	\$2,488,974	\$480,699	\$592,716
Transformers	\$175,000	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000
Transmission Expansion	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Power Plant Clean up	\$275,000	\$2,200,000	\$1,100,000	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$0
GIS Software	\$0	\$0	\$110,000	\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0
New Generation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surveillance	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Asset Management Software	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SCADA Upgrade	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0
Meter Data Management	\$50,000	\$45,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Software	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Load Share	\$200,000	\$334,000	\$191,500	\$191,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Servers/Firewalls/Office Equipment	\$20,000	\$0	\$0	\$0	\$29,100	\$0	\$0	\$0	\$0	\$29,100	\$0
Total Capital Projects	\$15,840,715	\$6,236,288	\$3,894,895	\$11,501,005	\$4,323,968	\$950,489	\$4,271,377	\$3,227,536	\$4,993,974	\$1,024,799	\$887,716
Net Cash Balance	\$19,536,136	\$20,477,322	\$23,411,468	\$19,276,923	\$21,996,804	\$27,602,903	\$29,385,058	\$31,691,784	\$31,696,167	\$35,116,753	\$38,103,932

**WILLMAR MUNICIPAL UTILITIES
STATEMENT OF CASH FLOWS - WATER
2022-2031**

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Cash and Investments 1/1/2021	\$6,834,698										
Reserved Funds		-\$8,486,388									
Loan Funds (Water Treatment Plant)		\$26,250,000									
Total Cash	\$6,834,698	\$17,763,612	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue	\$4,054,265	\$4,175,600	\$4,422,355	\$4,465,609	\$4,465,609	\$4,465,609	\$4,465,609	\$4,465,609	\$4,465,609	\$4,465,609	\$4,465,609
Rate Increase Water											
Total Revenue Received	\$4,054,265	\$4,175,600	\$4,422,355	\$4,465,609	\$4,465,609	\$4,465,609	\$4,465,609	\$4,465,609	\$4,465,609	\$4,465,609	\$4,465,609
Operating Expenses	\$1,921,692	\$2,339,132	\$2,397,610	\$2,457,551	\$2,518,989	\$2,581,964	\$2,646,513	\$2,712,676	\$2,780,493	\$2,850,005	\$2,921,255
Bad Debts	\$81,085	\$83,512	\$88,447	\$89,312	\$89,312	\$89,312	\$89,312	\$89,312	\$89,312	\$89,312	\$89,312
Add Depreciation	\$374,740	\$399,055	\$409,032	\$419,258	\$429,739	\$440,482	\$451,494	\$462,782	\$474,351	\$486,210	\$498,365
Total Operating Exp less Depreciation	\$1,546,952	\$1,940,077	\$1,988,579	\$2,038,293	\$2,089,250	\$2,141,482	\$2,195,019	\$2,249,894	\$2,306,142	\$2,363,795	\$2,422,890
Other Income	\$59,411	\$54,732	\$55,279	\$55,832	\$56,390	\$56,954	\$57,523	\$58,099	\$58,680	\$59,266	\$59,859
Other Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Intragovernmental transfer		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bond Payment Principal & Interest			\$3,236,388	\$3,236,388	\$3,236,388	\$3,236,388	\$3,236,388	\$3,236,388	\$3,236,388	\$3,236,388	\$3,236,388
Additional Cash Outflows	-\$59,411	-\$54,732	\$3,181,109	\$3,180,556	\$3,179,998	\$3,179,434	\$3,178,865	\$3,178,289	\$3,177,708	\$3,177,122	\$3,176,529
Office/Warehouse	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Vehicles/Equipment	\$0	\$0	\$0	\$49,500	\$51,150	\$0	\$55,000	\$57,750	\$38,500	\$0	\$0
Water Meters	\$75,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Construction	\$840,000	\$10,229,935	\$11,152,265	\$2,107,980	\$250,000	\$335,030	\$607,500	\$21,247,800	\$13,573,000	\$2,240,200	\$0
Water Mains	\$715,000	\$715,000	\$715,000	\$715,000	\$737,000	\$737,000	\$770,000	\$770,000	\$772,500	\$795,000	\$795,000
SCADA Upgrade	\$55,000	\$0	\$237,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GIS	\$2,000	\$55,000	\$27,500	\$27,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Meter Data Management	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Software	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tools	\$16,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Capital Projects	\$1,704,100	\$11,229,935	\$12,132,365	\$2,899,980	\$1,038,150	\$1,072,030	\$1,432,500	\$22,075,550	\$14,384,000	\$3,035,200	\$795,000
Net Cash Balance	\$7,697,322	\$16,521,254	\$3,641,556	-\$11,665	-\$1,853,454	-\$3,780,792	-\$6,121,566	-\$29,159,691	-\$44,561,932	-\$48,672,440	-\$50,601,251

**WILLMAR MUNICIPAL UTILITIES
STATEMENT OF CASH FLOWS - COMBINED
10 YEAR CAPITAL IMPROVEMENT PLAN
2022-2031**

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Cash and Investments 1/1/2021	\$42,404,488										
Reserved Funds	-\$5,375,000	-\$8,486,388	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Loan Funds		\$26,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cash	\$37,029,488	\$17,763,612	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue	\$33,387,756	\$35,364,381	\$35,867,080	\$37,067,557	\$37,380,567	\$37,545,141	\$37,710,539	\$37,876,764	\$38,043,820	\$38,211,711	\$38,380,441
City Franchise Fee	\$2,608,035	\$2,565,714	\$2,578,542	\$2,591,435	\$2,604,392	\$2,617,414	\$2,630,501	\$2,643,654	\$2,656,872	\$2,670,156	\$2,683,507
Total Revenue Received	\$35,995,791	\$37,930,094	\$38,445,622	\$39,658,992	\$39,984,959	\$40,162,555	\$40,341,040	\$40,520,417	\$40,700,691	\$40,881,867	\$41,063,948
Operating Expenses	\$29,269,259	\$29,325,882	\$30,059,029	\$30,810,505	\$31,580,767	\$32,370,287	\$33,179,544	\$34,009,032	\$34,859,258	\$35,730,740	\$36,624,008
Bad Debts	\$667,755	\$707,288	\$717,342	\$741,351	\$747,611	\$750,903	\$754,211	\$757,535	\$760,876	\$764,234	\$767,609
Add Depreciation	\$2,490,422	\$2,530,605	\$2,593,870	\$2,658,717	\$2,725,185	\$2,793,314	\$2,863,147	\$2,934,726	\$3,008,094	\$3,083,296	\$3,160,379
Total Operating Exp less Depreciation	\$26,778,837	\$26,795,277	\$27,465,159	\$28,151,788	\$28,855,583	\$29,576,972	\$30,316,397	\$31,074,306	\$31,851,164	\$32,647,443	\$33,463,629
Other Income	\$670,174	\$472,253	\$476,976	\$481,745	\$486,563	\$491,429	\$496,343	\$501,306	\$506,319	\$511,383	\$516,496
Other Expense	\$1,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Intragovernmental transfer	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842	\$2,136,842
Bond Payment Principal & Interest	\$0	\$0	\$3,236,388	\$3,236,388	\$3,236,388	\$3,236,388	\$3,236,388	\$3,236,388	\$3,236,388	\$3,236,388	\$3,236,388
Additional Cash Outflows	\$1,468,168	\$1,667,089	\$4,898,754	\$4,893,985	\$4,889,167	\$4,884,301	\$4,879,387	\$4,874,424	\$4,869,411	\$4,864,347	\$4,859,234
Office/Warehouse	\$0	\$1,000,000	\$1,010,000	\$10,660,000	\$3,660,000	\$0	\$0	\$0	\$0	\$0	\$0
Vehicles/Equipment	\$25,800	\$300,000	\$40,000	\$49,500	\$51,150	\$325,000	\$315,000	\$117,750	\$153,500	\$325,000	\$105,000
Electric Construction	\$15,044,915	\$1,367,288	\$1,103,395	\$414,505	\$424,868	\$435,489	\$3,821,377	\$2,977,536	\$2,488,974	\$480,699	\$592,716
Transformers	\$175,000	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000
Transmission Expansion	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Power Plant Clean up	\$275,000	\$2,200,000	\$1,100,000	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$0
GIS Software	\$2,000	\$55,000	\$137,500	\$47,500	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0
New Generation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surveillance	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Asset Management Software	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Meters	\$75,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Construction	\$840,000	\$10,229,935	\$11,152,265	\$2,107,980	\$250,000	\$335,030	\$607,500	\$21,247,800	\$13,573,000	\$2,240,200	\$0
Water Mains	\$715,000	\$715,000	\$715,000	\$715,000	\$737,000	\$737,000	\$770,000	\$770,000	\$772,500	\$795,000	\$795,000
SCADA Upgrade	\$55,000	\$0	\$387,600	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0
Tools	\$16,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Meter Data Management	\$50,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Software	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Load Share	\$200,000	\$334,000	\$191,500	\$191,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Servers/Firewalls/Office Equipment	\$20,000	\$0	\$0	\$0	\$29,100	\$0	\$0	\$0	\$0	\$29,100	\$0
Total Capital Projects	\$17,544,815	\$17,466,223	\$16,027,260	\$14,400,985	\$5,362,118	\$2,022,519	\$5,703,877	\$25,303,086	\$19,377,974	\$4,059,999	\$1,682,716
Net Cash Balance	\$27,233,459	\$36,998,576	\$27,053,025	\$19,265,259	\$20,143,350	\$23,822,113	\$23,263,493	\$2,532,094	-\$12,865,764	-\$13,555,687	-\$12,497,318



City of Willmar

Council Action Request

Meeting Date:	11/1/2021	Agenda Item Number:	11.
Agenda Section:	Regular	Originating Department:	Planning & Development Services
Resolution	Yes	Prepared By:	Willard Huyck, Main Street Coordinator
Ordinance	No	Reviewed By:	Leslie Valiant, City Administrator
No. of Attachments	4	Presented By:	Willard Huyck, Main Street Coordinator - Planner
Item:	Funding Approval for Downtown Streetlight Replacement.		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution authorizing the City to make \$566,600 in deferred payments to Willmar Municipal Utilities between 2022 and 2023 to reimburse their purchase of downtown streetlights.

OVERVIEW:

In 2020, the City and Willmar Municipal Utilities (WMU) entered a revised streetlight maintenance and installation agreement. This agreement called for the replacement of 208 downtown streetlights in 2022 and 2023. The new streetlights will feature aesthetic and functional improvements, including improved displays and brackets from which decorations can be hung. This upgrade is consistent with the 2012 Willmar Downtown Plan, which notes that the current street light models will reach the end of their useful life by 2022.

Per the agreement, the total cost of the streetlights and materials, approximately \$968,600, will be shared between the City and WMU. The agreement stipulates that WMU is responsible for the cost of replacing and maintaining standard lighting fixtures, while the City is responsible for the cost of any additional decorative features and for repairing the lights' concrete bases.

Pursuant to that arrangement, WMU has agreed to contribute \$390,000 for the streetlights and \$120,000 in labor for the project. The City has agreed to pay the additional cost of \$578,600. That cost includes \$566,600 for decorative features and \$12,000 for repairs to the lights' concrete bases. WMU has agreed to purchase the streetlights this year. To cover the cost of the decorative features, the City will make the following deferred payments to WMU: \$250,000 in 2022 and \$316,600 in 2023.

Both these payments and the cost of the base repairs are proposed in the 2022 and 2023 City Capital Improvement Plans. An expenditure of \$250,000 has been proposed in the 2022 CIP, and an expenditure of \$328,600 will be proposed in the 2023 CIP.

All costs are estimated, pending bids.

PRIMARY ALTERNATIVES TO CONSIDER:

Option A: Seek Further Information on Staff's Request

Option B: Decline Staff's Request

BUDGETARY/FISCAL ISSUES:

This action will commit the City to spending \$578,600 on the replacement of downtown streetlights. This includes a \$566,600 reimbursement to Willmar Municipal Utilities and \$12,000 in materials and labor for replacing the lights' bases. These expenditures are budgeted as follows: \$250,000 in the 2022 CIP and \$328,600 in the 2023 CIP.

ATTACHMENTS:

City-WMU Revised Streetlight Maintenance Agreement

Photo of Existing and Proposed Streetlight Models

Excerpt from the Willmar Downtown Plan: *Topic C, Element 4: Lighting*

Resolution Authorizing Mayor and City Administrator to Approve Deferred Payments to Willmar Municipal Utilities to Fund Purchase of New Downtown Streetlights

AMENDED AND RESTATED AGREEMENT FOR THE INSTALLATION
AND MAINTENANCE OF STREET LIGHTS

This agreement is, made and entered into on the latter of the signature dates by and between the CITY OF WILLMAR (hereinafter referred to as City) and the MUNICIPAL UTILITIES COMMISSION OF THE CITY OF WILLMAR (hereinafter referred to as MUC)(collectively, the City and MUC are hereinafter referred to as the "parties"), WITNESSES:

WHEREAS, the City and MUC are parties to an agreement addressing the parties' responsibilities regarding the expense of installation of street lights in the City dated December 21, 1989 and thereafter amended in writing (the "original agreement");

WHEREAS, the parties had previously agreed that the responsibility for and the expense of installation of street lights to MUC as outlined in the original agreement; and

WHEREAS, the parties now wish to renew and extend the original agreement, subject to certain amendments and clarifications to its terms and conditions as set forth below.

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

1. MUC will install, replace, operate, maintain, repair, design and provide electrical energy for all street lights within the City, the same being done at the expense of MUC with reimbursement per Ordinance No. 1408, unless otherwise provided by this agreement. For purposes of this paragraph and this agreement, "street lighting system" shall mean all street lighting on all City streets, alleys, trunk highways, service drives, parking lots and all other areas now integrated with the street lighting system unless separately metered. The street lighting system shall include exterior security (area) lighting at the City garage complex; and lighting of the City parks, unless separately metered. Street lighting system shall not include lighting for recreational activities such as tennis, basketball, baseball and any other activities within the recreation system which are now metered separately. Street lighting system shall also not include any extension for similar purposes as those enumerated in the preceding sentence. Street lighting system shall also not include parking lot and area lighting at the Civic Center, the Waste Water Treatment Plant and the Airport Runway.

2. Downtown Decorative Street Lighting: For purposes of this paragraph "downtown area" shall mean all areas included in the City's Central Business zoning district. Existing lighting fixtures in the downtown area are in need of replacement. Each fixture, when replaced, shall contain a decorative LED light fixture, a decorative aluminum pole and decorative aluminum base assembly, all of which will be located, installed and maintained by MUC. The City shall reimburse the MUC for the portion of the costs of the replacement fixtures attributable to the additional cost of the decorative features and equipment described herein (i.e. for each fixture, the difference between the price of the decorative fixture and the price of the standard fixture in areas of the City outside the downtown area). Decorative poles in the downtown area will be equipped with a GFCI outlet mounted at the top of the pole near the light fixture, the purpose of the electrical outlet being for the sole use of the City for seasonal lighted decorations. The City shall notify MUC when any such seasonal lighted decorations will be put into and out of service for billing purposes. Energy consumption attributable to such lighted decorations will be calculated and invoiced to the City. Pole attachments and decorations will be limited to Original Equipment Manufacturers' (OEM) attachments, and subject to the City's right-of-way ordinance and adopted aesthetic standards for pole attachments, as applicable. Any and all cost of such decorative attachments, shall be the responsibility of the City. No additional modifications to decorative poles, pole attachments or decorations will be allowed including drilling, tapping, banding, painting, etc.
3. MUC and the City shall have joint responsibility for the design and placement of street lighting system. In the event that installation of street lighting is to be bid, the MUC & City shall jointly agree upon bid specifications. The City shall be responsible for the actual bidding for the construction of the street lighting.
4. MUC Agrees to work with the City in establishing policies for street lighting standards within the City Per WMU lighting standards and WMU Operations Policy
5. Pole attachments: Any and all pole attachments shall be permitted according to the City's right-of-way ordinance, adopted aesthetic standards for pole attachments and MUC Operations Policy, as applicable. City shall provide the attachment load information for MUC to use in determining if the light pole can support the attachment.

6. The installation of additional lights or the replacement of existing lights in areas already serviced outside of the "downtown area" by the street lighting system shall be at the expense of MUC. MUC shall not be responsible for the installation costs of street lights or the extension of the street lighting system into new subdivisions or subdivisions not having a graded street and curb. The City shall be responsible for determination of costs borne by developers, property owners, and/or City as appropriate, according to the City's ordinances, policies, and procedures.
7. The City agrees to cooperate with MUC in acquiring state aids and other available funds for payment of the costs incurred in the street lighting system.
8. The parties hereby agree that the terms and conditions outlined in this agreement shall be continue in full force and effect indefinitely until terminated by either party. Any such termination shall be preceded by written notice from the terminating party to the non-terminating party at least six months prior to the effective date of termination. Following any such termination, the parties shall each negotiate in good faith to attempt to reach a new agreement addressing the parties' responsibilities regarding the expense of installation of street lights in the City.
9. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and MUC.
10. These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof, and shall supersede all previous agreements between the parties such that the Parties' only obligations to each other shall be as expressed herein.

11/11/2019 10:00 AM

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their corporate names and seals affixed thereto the day and year first above written.

MUNICIPAL UTILITIES COMMISSION

CITY OF WILLMAR

BY: Justin Mattern
Justin Mattern, President

BY: _____
Marv Calvin, Mayor

BY: Abdirizak Mahboub
Abdirizak Mahboub, Secretary

BY: _____
Judy Thompson, City Clerk

Date: February 10, 2020

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their corporate names and seals affixed thereto the day and year first above written.

MUNICIPAL UTILITIES COMMISSION

CITY OF WILLMAR

BY: _____

Justin Mattern, President

BY:  _____

Marv Calvin, Mayor

BY: _____

Abdirizak Mahboub, Secretary

BY:  _____

Brian Gramentz, City Administrator

Date: February 10, 2020

Date: March 18, 2020

Existing Light Fixture



Proposed Light Fixture



Element C4:

Update and Improve Lighting

Lighting contributes both to the perception of safety as well as the aesthetic quality of a downtown area. Willmar's street/pedestrian lighting is getting old, and will reach the end of its useful life within 10 years. The City should make plans for eventual replacement with higher-efficiency lighting in keeping with the overall character of downtown.

SPECIFIC POLICY:

- Replace street and pedestrian lighting with primarily pedestrian-oriented lighting that features high energy efficiency.

ELEMENT CHAMPION: City of Willmar

IMPLEMENTATION TIMELINE: Long term (10+ years)

PRIMARY FUNDING SOURCE: City of Willmar general fund, Willmar Municipal Utilities

IMMEDIATE NEXT STEPS:

- Determine replacement timeline and budget for the work in the city's long-term financial plan

OTHER PLAN ELEMENTS TO REFERENCE:

- A4/B1: The Becker Avenue Plan includes lighting, and, depending on timing, could either set the tone for downtown lighting or continue lighting projects already begun

RESOLUTION NO. _____

APPROVAL OF FUNDING FOR DOWNTOWN STREETLIGHT REPLACEMENT

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 be authorized to permit the City to make \$566,600 in deferred payments to Willmar Municipal Utilities between 2022 and 2023 to fund the replacement of downtown streetlights.

Dated this 1st day of November, 2021.

MAYOR

Attest:

CITY ADMINISTRATOR



City Council Action Request

Council Meeting Date:	November 1, 2021	Agenda Item Number:	12.
Agenda Section:	Council	Originating Department:	Administration
Resolution	Yes	Prepared by:	City Administration
Ordinance	No	Reviewed By:	Leslie Valiant, City Administrator
No. of Attachments	Two	Presented By:	LuAnn Sietsema, Human Resource Director
Item:	Consider Implementing Employee Wellness Program		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____ to adopt a resolution approving entering into a contract with Amber Silva to facilitate an Employee Wellness Program for the City.

OVERVIEW:

- Employee wellness provides an extra incentive to attract and retain employees by showing an organization cares about their employees. It also builds comradery in those that participate.
- The proposal consists of gathering information from employees for areas of interest allowing the facilitator to create a program based on feedback.
- An employee launch event would take place in January, 2022 familiarizing employees.
- The program is totally voluntary and has no effect on the employee’s insurance premium or employment.
- The program slated to begin in January2022 is for a period of one year with challenges offered bi-monthly with possible giveaways to challenge winners.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

Consider other wellness proposals

BUDGETARY/FISCAL ISSUES:

The proposed cost is \$55 per hour plus employee rewards and presenters at an estimated \$8,300. The 2022 Human Resources budget is adequate to handle the proposal terms and possible promotional items.

ATTACHMENTS:

- Resolution
- Description of the Wellness Program

RESOLUTION NO. ____

**AUTHORIZATION TO EXECUTE AGREEMENT WITH AMBER SILVA
FOR WORKPLACE WELLNESS PROGRAM**

Motion By: _____

Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the City Administrator be authorized to enter into an agreement between the City of Willmar and Amber Silva to provide professional services in the development of a Workplace Wellness Program.

Dated this 1st day of November, 2021

MAYOR

Attest:

CITY CLERK

Workplace Wellness for The City of Willmar

Contractor: Amber Silva BA, MS

Why have an employee wellness program?

Employee wellness provides an extra incentive to attract and retain employees. When a business can show that they care about their employees beyond compensation it can drive better engagement from employees. Employee wellness also builds comradery. In my experience with employee wellness, those that participate in the programming get excited to talk about it with their fellow coworkers and then a special bond can occur, they almost feel like they are in a club together. On the flip side, positives to the business offering the programming are retention of employees, better employee satisfaction, less sick days, and better control or resolution of long term chronic conditions in employees resulting in less missed work days and better production.

Program Proposal:

1. Gather information from employees regarding areas of interest for wellness/overall well-being.
 - a. Getting input from your employee base will help shape the program. It does no good to create something that no one has interest in. This would be a quick survey completed through survey monkey asking for feedback on what they are looking for in a wellness program, if they attended live classes what days and time of day are best, and if they are comfortable with live in person events or if they prefer more virtual do on your own time type of activities.
2. Create a program.
 - a. In a brief conversation I had with HR it sounds like the plan for 2022 is to ease into Employee Wellness to not overwhelm people.
 - b. My suggestion would be to offer programming on a bimonthly basis, that way people do not get too far out of the swing of things and yet are not overwhelmed.
 - c. Wellness offerings will likely be offered in person and virtually depending on the activity. The mix in offerings will be beneficial for those that work rotating and overnight shifts. Some activities may be challenges to help promote team building.
 - d. To enhance engagement a giveaway could be given to challenge winners and per month related to the topic for the month.
3. Launch the program.
 - a. A large gathering in the City Auditorium to kickoff the program. Leaders from The City of Willmar will share why this program is being offered and that they are planning to participate themselves. Top down support in these initiatives is vital to employee engagement. At the gathering I will go through the layout of the program and talk about how they can get started with participation.
 - b. I do not want employees to get nervous about participation. It needs to be clear that the wellness program is not tied to insurance benefits and will not affect any aspect of their employment. Emphasis will be given that this program is a bonus offering by The City of Willmar. It is optional to participate and employees can join at any time. Everyone has their own timeline when it comes to wanting to focus on their well-being.
4. Run the program.
 - a. Program will begin January 2022 and run through December 2022. Events or challenges will be offered bimonthly. In the month leading up to the new programming promotion will be done for the upcoming program.

5. Evaluation of the program.
 - a. After the program is complete in December of 2022 an evaluation survey will be sent to those that participated in the program to see what they liked and did not like and to learn of other areas of improvement for years to come.

Potential Programming, this is all subject to change based on survey results for employee interest:

1. **December 2021:** Start promotion of employee wellness to employees sharing program launch date.
2. **January 11, 2022:** Launch at City Auditorium. Add to the ambiance by having healthy snacks and a free giveaway (water bottle or journal). The free giveaway tells your employees "we hope you join us on this new venture but if you choose not to, we still want to share a piece of wellness with you."
3. At the launch, the first events in **January** will be promoted: a food challenge for two weeks and an exercise challenge for two weeks to get people back into the swing of things after the holidays.
4. **February:** promotion of March offering
5. **March offering:** focus on emotional well-being. Offerings could be onsite yoga sessions, mindfulness class, aromatherapy class, onsite 15 minute chair massages, acupressure education, promotion of a local buy one give one CSA program.
6. **April:** promotion of May offering
7. **May offering:** focus on nature and the environment. Offerings could be PWELC fat tire bike or kayak rentals, Enhanced emphasis on recycling inhouse and reducing waste. Give away could be reusable plastic bags.
8. **June:** promotion of July offering
9. **July offering:** focus on social connections. Offerings could be department potlucks, time off to volunteer, and an art class.
10. **August:** promotion of September offering
11. **September offering:** focus on new routine. Offerings could be a freezer meal prep class, Chef Marshall O'Brien cooking/educational class, and in person exercise class.
12. **October:** promotion of November offering
13. **November offering:** focus on resiliency. Offerings could be giving out gratitude kits, promote kindness rock making, and promote the Three Good Things tool. Education would be given on what each of these tools does, how to practice them, and the science behind them.
14. **December:** wrap up and evaluation

Ongoing offerings employees could check out on their own:

1. Not everyone may be interested in participating in a program but may need a little help here and there. If you have an internal website it would be advantageous to create an employee wellness tab that promotes your EAP program and also has other wellness opportunities that people can engage in at any time. I could provide some local and statewide resources.

Pricing:

- Contractor's Rate: \$55/hour.
 - Contractor will charge for time to create programming, time to launch program, time marketing upcoming events, time managing challenges, and administrative time.
- Instructors rates will vary dependent on instructor. The City of Willmar will pay the instructors directly for their time. The City of Willmar could charge employees a discounted rate to participate in the offered classes which would cover the majority or whole cost of the instructor. I could give suggestions on rates based on what we charged at Rice Hospital.
- Promotional Items: dependent on item. The City of Willmar will be responsible for these costs.
- Contractor will agree to stay within a given budget set by The City of Willmar upon program development.

Contractor's Biography:

Amber has worked in the realm of Employee Wellness for eight years starting at Rice Memorial Hospital and staying through the changes into Carris Health. In those eight years Amber performed biometric screenings and provided health coaching for over 30 different local businesses, including The City of Willmar. For three of those years Amber created, lead, and managed an employee wellness program for Rice Memorial Hospital. The program entailed biometric screenings, health coaching, and involvement in a variety of wellness activities that worked to target all Wellness Dimensions, which included having social connections, environmental consciousness, emotional well-being, physical well-being, and intellectual well-being. Each year the program was offered more employees would participate. The first year around 200 participated and by the last year nearly 600 participated. Due to structural changes for the system, employee wellness programming shifted under CentraCare. In recent years Amber has been on the CentraCare Employee Support Team, helping to provide support to Carris/CentraCare employees throughout the pandemic. Amber recently decided to leave Carris to become a stay at home mom but was excited to have been given the opportunity to delve into employee wellness again. Amber has also been contracting with AIM of West Central MN to provide a Healthy Living class for adults with developmental delays.



Council Action Request

Council Meeting Date:	November 1, 2021	Agenda Item Number:	13.
Agenda Section:	Regular	Originating Department:	City Clerk
Resolution	N/A	Prepared by:	Judy R. Thompson, City Clerk
Ordinance	N/A	Reviewed By:	Leslie Valiant, City Administrator
No. of Attachments	0	Presented By:	Judy R. Thompson, City Clerk
Item:	Special Assessment Hearing for Unpaid False Alarm Charges		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to Set a Public Hearing for 6:01 p.m. on November 15, 2021, for the Special Assessment Hearing for Unpaid False Alarm Charges

OVERVIEW:

Pursuant to Willmar Municipal Code, Section 8-286(a) concerning the false alarms resulting in fire response, and in the case of noncompliance, such work to be performed by the City or its agent, the costs thereof can be certified as a special assessment against the property concerned, and

Notice will be given that the City Council of the City of Willmar, Minnesota, will meet on the 15th day of November 2021, at 6:01 p.m. to consider objections to the proposed assessment for the false alarms cost incurred on the below-listed property owner.

95-009-1400	Islamic Society of Willmar, Minnesota, Inc.	1112 Lake Avenue NW	\$1,500.00
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PRIMARY ISSUES/ALTERNATIVES TO CONSIDER: N/A

BUDGETARY/FISCAL ISSUES: \$1,500.00

ATTACHMENTS: N/A



Committee Action Request

Committee Meeting Date:	November 1, 2021	Agenda Item Number:	14.
Agenda Section:	Regular	Originating Department:	Engineering Department
Resolution	No	Prepared by:	Rob Baumgarn Parks and Recreation Director
Ordinance	No	Reviewed By:	Leslie Valiant City Administrator
No. of Attachments	1	Presented By:	Gary Manzer Interim Public Works Director
Item:	Consider discussion and recommendation on the environmental services and operations for the Auditorium gun range.		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to accept the Parks and Recreation Board’s recommendation to close the Auditorium gun range.

OVERVIEW:

With the current usage of the range, it requires professional lead cleaning to reduce lead dust to a safe level as set by HUD/EPA standards and to replace the 16 HEPA filters in the HVAC system. The range area, observation room, classroom, basement hallways, stairwells and restrooms would require decontamination on all surfaces. Without lead decontamination, lead dust accumulates and increases the exposure into the breathing zone and tracked to other locations within the facility. Staff is currently trained to clean the range, observation room and classroom with a HEPA vacuum but further annual deep cleaning is required to decrease exposure limits of lead. An environmental consultant will provide lead clearance sampling following the cleaning to allow the range to be re-opened under EPA and Minnesota Department of Health standards. EPA/HUD standards of lead have recently changed, requiring the cleaning of any area of the building occupied by children to be under 10 parts per square foot versus the previous 40 parts per square foot. A child-occupied facility, as defined by the United States Environmental Protection Agency (EPA), is a building constructed prior to 1978 visited regularly by the same child under six years of age on at least two different days within any week. Cross contamination in the Auditorium is highly likely in areas such as the entryway, stairwells, lobby, gym, basement and main floor bathrooms. Staff met with a lead abatement contractor for consultation on cleaning and block removal. Rough estimates include:

\$148,000 to replace the ballistic blocks and clean the range, basement and 1st floor of the Auditorium to be under 10 parts per square foot. This estimate also includes \$8,000 for replacement of all HEPA filters in the HVAC unit. Additional cleaning trips may be necessary to achieve the lead standards, which is estimated at \$20,000 per instance.

\$250,000 for full decontamination of lead in the Auditorium (basement to the 3rd floor) including duct work if the range is closed permanently.

The Parks and Recreation Board considered the following options:

1. Close the range.

If the range is closed permanently, the equipment would either be donated or sold either at the City auction or online auction through GovDeals. The building would require lead decontamination and the ballistic blocks removed and disposed of by a professional service before utilizing the space. The basement of the Auditorium, which used to

house a kids play area, could be operated for such activities again. Staff would no longer need lead training and health monitoring per OSHA regulations. It would be a loss of a City entity, as well as there being no other City-owned public indoor gun ranges in the state.

2. Convert to lead free range.

If the range is converted to a lead free, funds will need to be reappropriated for lead decontamination of the range and common areas as well as replacement and disposal of the ballistic blocks. A metal backstop could also be used to stop bullets. By switching to lead free it mitigates any potential health concerns for employees and customers and no hazardous material would be generated as long as rules were followed. Rangemasters would be responsible for enforcement of lead free ammunition, with no reloaded ammunition allowed, brought in by shooters and a plan would be created to enforce the lead free rules.

3. Continue operating the rang as-is.

If we continue operating the range as-is, funds would need to be reappropriated for replacing the ballistic blocks as well as for lead decontamination in common areas with the increased HUD standards to reduce liability risk to the City with children occupying the building. Keeping the range open with no change would allow the public to continue shooting with any ammunition and for classes such as safety training and conceal to carry to continue to be hosted. A plan would need to be created and implemented for range masters and renters to attempt in decreasing cross contamination as well as medical safety protocol as required by OSHA.

4. Construct a separate entrance to the range.

Staff researched construction of a separate entrance for gun range users on the side of the Auditorium in the alley. It was found to be inaccessible due to Fire code and with ADA compliance.

BUDGETARY/FISCAL ISSUES:

2022: The Auditorium operating budget requested \$111,500 for range cleaning and block replacement.

2021: The Auditorium operating budget includes \$25,000 for the range cleaning.

190 users attended so far

\$1,528 in revenue so far

2020: Cleaning of the gun range was not performed due to the pandemic.

523 users attended

\$3,880 in revenue

2019: \$49,410 was spent for cleaning and block replacement, with \$38,000 budgeted.

-\$30,485 for replacement of ballistic blocks and 1st initial cleaning

-\$3,050 for lead dust wipe sampling

-\$4,450 for 2nd additional cleaning when wipe sampling did not pass

-\$3,050 for lead dust wipe sampling

-\$4,450 for 3rd additional cleaning when wipe sampling did not pass

-\$3,050 for lead dust wipe sampling

-\$875 additional lead dust wipe sampling

507 users attended

\$4,312 in revenue

2018: \$14,200 was spent for cleaning, with \$14,000 budgeted.

574 users attended

\$4,840 in revenue

2017: \$24,780 was spent on the cleaning, with \$14,000 budgeted.

891 users attended

\$4,355 in revenue

2016: \$9,000 was spent on the cleaning.

958 users attended

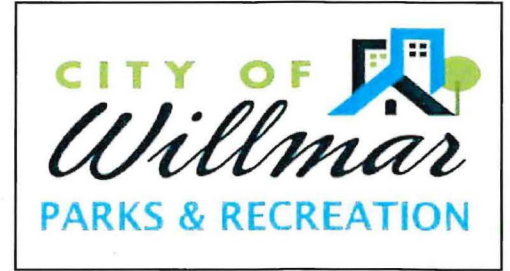
\$4,690 in revenue

ATTACHMENTS:

HUD Press Release, range use data, lead fact sheets, email correspondence with Environmental Consultant

Willmar Parks and Recreation

Gun Range Report



2019-2020 Gun Range Rentals

Open Shooting Tues/Thurs 47 Rentals

Private Rentals 40 Rentals

2020-2021 Gun Range Rentals

Open Shooting Tues/Thur 47 Rentals

Private Rentals 39 Rentals

2021-Present

Open Shooting Tues/Thurs 28 Rentals

Private Rentals 40 Rentals

Total Open Shooting Rentals 122

Total Private Rentals 119

YTD Indoor Range Report for 2020/2021

Session 2 **January 7 through April 29**

Total Shooters		190
Rifles		11
Handguns		188
.22 Caliber	59	
Other Caliber	175	
Approx. Number of Rounds		17,160
Average per time		8
Highest Attendance		15
Lowest Attendance		0

Session 1 **November 13 through December 27**

Total Shooters		-
Rifles		0
Handguns		0
.22 Caliber	0	
Other Caliber	0	
Approx. Number of Rounds		-
Average per time		#DIV/0!
Highest Attendance		0
Lowest Attendance		0


Totals for the year			
Approx. Number of Rounds		17,160	
Total Shooters		190	
Average Attendance		8	
Willmar Shooters		39	20.53%
Non-resident Shooters		151	79.47%
Junior Shooters (under 18)		6	

Yearly Range Use Data

Year	Shooters	Year	Shooters	Revenue
1986	435	2006	763	
1987	539	2007	780	
1988	578	2008	842	
1989	635	2009	931	
1990	634	2010	990	
1991	562	2011	1213	
1992	621	2012	983	
1993	603	2013	1032	
1994	588	2014	0	
1995	614	2015	153	
1996	616	2016	958	\$ 4,690.00
1997	555	2017 **	891	\$ 4,355.00
1998	610	2018 **	574	\$ 4,840.00 ***
1999	575	2019 **	507	\$ 4,312.00
2000	541	2020	523	\$ 3,880.00 ****
2001	563	2021	190	\$ 1,528.00
2002	548			
2003	495			
2004	587			
2005	581			

**Starts Nov thru April reporting

*** Started \$10/half hour vs \$5/half hour

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EPA and HUD announce new lead dust standards to protect children's health

June 21, 2019

Contact Information

Lisa McClain-Vanderpool (mcclain-vanderpool.lisa@epa.gov)
303-312-6077

Today, U.S. Environmental Protection Agency (EPA) Administrator Andrew Wheeler, along with Housing and Urban Development Secretary Ben Carson, announced new, tighter standards for lead in dust on floors and window sills to protect children from the harmful effects of lead exposure. EPA Region 8 Regional Administrator Gregory Sopkin participated in an event today alongside Evelyn Lim, HUD Region 8 Regional Administrator and Robin Hickey, Deputy Director of the Denver Urban Renewal Authority at EPA's Regional Office in downtown Denver.

"EPA is delivering on our commitment in the Trump Administration's Federal Lead Action Plan to take important steps to reduce childhood lead exposure," **said EPA Administrator Andrew Wheeler.** "Today's final rule is the first time in nearly two decades EPA is issuing a stronger, more protective standard for lead dust in homes and child care facilities across the country."

“EPA’s updating its standards for lead dust on floors and window sills in pre-1978 homes and child-occupied facilities is an important advance,” **said Secretary Carson**. “We will use this new rule in updating the lead safety requirements for the pre-1978 housing we assist.”

“These new standards will strengthen our efforts to protect young children by reducing lead dust exposure in homes, schools and child care facilities throughout the Rocky Mountains and Great Plains states,” **said EPA Regional Administrator Gregory Sopkin**. “EPA, HUD, and our federal partners are committed to securing safer and healthier communities through the Federal Lead Action Plan.”

“We know that eliminating lead in housing improves health and education outcomes for children in our communities,” **said Rocky Mountain Regional Administrator Evelyn Lim**. “The new lead standards announced today continue our progress in helping more families live in lead-free homes by warranting earlier intervention which in turn saves health care costs.”

“Every family in our city deserves to live in a home that is safe and healthy. No one should have to worry about their children breathing lead-contaminated dust or soil,” **says Robert McDonald, Executive Director and the Public Health Administrator of the Denver Department of Public Health and the Environment**.

Since the 1970s, the United States has made tremendous progress in lowering children’s blood lead levels. In 2001, EPA set standards for lead in dust for floors and window sills in housing, however since that time, the best available science has evolved to indicate human health effects at lower blood lead levels than previously analyzed.

To protect children’s health and to continue making progress on this important issue, EPA is lowering the dust-lead hazard standards from 40 micrograms of lead per square foot ($\mu\text{g}/\text{ft}^2$) to 10 $\mu\text{g}/\text{ft}^2$ on floors and from 250 $\mu\text{g}/\text{ft}^2$ to 100 $\mu\text{g}/\text{ft}^2$ on window sills. The more protective dust-lead hazard standards will apply to inspections, risk assessments, and abatement activities in pre-1978 housing and certain schools, child care facilities and hospitals across the country.

Lead-contaminated dust from chipped or peeling lead-based paint is one of the most common causes of elevated blood lead levels in children. Infants and children are especially vulnerable to lead paint exposure because their growing bodies absorb more lead than adults do, and their brains and nervous systems are more sensitive to the

damaging effects of lead. They can be exposed from multiple sources and may experience irreversible and life-long health effects. Lead dust can be generated when lead-based paint deteriorates or is disturbed.

The rule will become effective on 180 days after date of publication in the Federal Register.

A link to this final rule and to learn more: <https://go.usa.gov/xyxmS>

<<https://go.usa.gov/xyxms>>

Reducing childhood lead exposure and addressing associated health impacts is a top priority for EPA. In December 2018 EPA Administrator Wheeler and other Federal Officials produced the *Lead Action Plan*, a blueprint for reducing lead exposure and associated harms by working with a range of stakeholders, including states, tribes and local communities, along with businesses, property owners and parents.

EPA continues to work with its federal partners to improve coordinated activities and implement objectives of the *Lead Action Plan*.

You can find out more about identifying and addressing housing health and safety hazards on HUD's Healthy Homes website: hud.gov/healthyhomes

More about the HUD-funded program in Denver to assist 130 households through January of 2021: <https://www.denvergov.org/content/denvergov/en/environmental-health/public-health-inspections/lead-poisoning-prevention-program.html>

The Denver Department of Public Health & Environment's Lead-Based Paint Hazard Control Program works to protect children from exposure to lead-based paint covers 100-percent of costs to identify and remove lead-based paint from homes. To apply for a grant, visit <http://renewdenver.org/housing-rehabilitation/lead-based-paint-hazard-control-program>

Learn more about EPA's lead-based paint program: <https://www.epa.gov/lead>

<<https://epa.gov/lead>>

Contact US <<https://epa.gov/newsreleases/forms/contact-us>> to ask a question, provide feedback, or report a problem.

Hazard Standards and Clearance Levels for Lead in Paint, Dust and Soil (TSCA Sections 402 and 403)

In December 2020, EPA announced a new action to better protect American children from the dangers of lead. This final rule will lower the clearance levels for the amount of lead that can remain in dust on floors and window sills after lead removal activities.

EPA's new clearance levels are 10 micrograms (μg) of lead in dust per square foot (ft^2) for floor dust and 100 $\mu\text{g}/\text{ft}^2$ for window sill dust, significantly lower than the previous levels of 40 $\mu\text{g}/\text{ft}^2$ for floor dust and 250 $\mu\text{g}/\text{ft}^2$ for window sill dust.

- Read the final rule that strengthens the dust-lead clearance levels.

These new clearance levels will reduce lead dust-related risks to children in pre-1978 homes and childcare facilities where lead abatement activities take place. After actions are taken to remove lead from a building, those buildings must then be tested to make sure that the cleaning activities were successful. These "clearance levels" indicate that lead dust was effectively removed at the end of the abatement work.

In June 2019, EPA announced new, tighter standards for lead in dust on floors and window sills to protect children from the harmful effects of lead exposure, known as lead hazard standards. The standards were lowered from 40 μg of lead in dust per ft^2 on floors and 250 μg of lead in dust per ft^2 on interior window sills, to 10 $\mu\text{g}/\text{ft}^2$ to 100 $\mu\text{g}/\text{ft}^2$, respectively. The strengthened standards became effective on January 2, 2020, which was 180 days after publication in the Federal Register. The lead hazard standards help property owners, lead paint professionals, and government agencies identify lead hazards in residential paint, dust and soil. The DLCL are used to demonstrate that abatement activities effectively and permanently eliminate those hazards. They apply in most pre-1978 housing and child-occupied facilities.

The hazard standards are incorporated into the Section 402/404 lead-based paint activity regulations. In addition, lead-based paint hazards trigger reporting obligations under the Section 1018 real estate disclosure regulations. Please refer to those regulations for information on compliance requirements regarding these hazard standards.

Additional Information

- To speak to a specialist about the lead hazard standards, call the National Lead Information Center at 1 (800) 424-LEAD [5323]

- [40 CFR Part 745, Review of Dust-Lead Post-Abatement Clearance Levels; Final Rule – 12/18/2020](#)
- [40 CFR Part 745, Review of the Dust-Lead Clearance Levels; Proposed Rule – 6/17/2020](#)
- [40 CFR Part 745, Review of the Dust-Lead Hazard Standards and the Definition of Lead-Based Paint; Final Rule – 6/21/2019](#)
- [40 CFR Part 745, Review of the Dust-Lead Hazard Standards and the Definition of Lead-Based Paint; Proposed Rule – 7/2/2018](#)
- [40 CFR Part 745, Lead; Identification of Dangerous Levels of Lead; Final Rule – 1/5/2001](#)
- [40 CFR Part 745, Lead; Identification of Dangerous Levels of Lead; Proposed Rule – 6/3/1998](#)
- [Economic Analysis of Toxic Substances Control Act Section 403: Hazard Standards \(PDF\)](#)
- [Risk Analysis to Support Standards for Lead in Paint, Dust, and Soil, June 1998 \(EPA 747-R-97-006\)](#)
- [Risk Analysis to Support Standards for Lead in Paint, Dust, and Soil: Supplemental Report, December 2000 \(EPA 747-R-00-004\)](#)
- [Response to Comments Final Rule, December 2000 \(PDF\)](#)

Gun Range P.W meeting

Background

- Upon the completion of the 2014/2015 renovation the city received an Operating and Maintenance manual for the gun range. This manual was created by the company the city hired for the Lead Clearance testing during the renovation project.
- After the renovation was complete the consultant advised the city to follow HUD Standards to limit liability issues in the future. HUD clearance standards are recommended as the building is being occupied by children 6 years of age and younger.
- City staff currently cleans the gun range on a daily basis with rotating personnel weekly.
- Annual deep clean along with testing to ensure lead clearance levels are being met. Previous clearance levels were 40 micrograms per square foot for the floors and 250 micrograms for the shooting benches.

New Regulations

- New regulations lower the clearance levels for dust on floors and window sills after lead removal activities from 40 micrograms (μg) of lead in dust per square foot (ft^2) to 10 $\mu\text{g}/\text{ft}^2$ for floor dust and from 250 $\mu\text{g}/\text{ft}^2$ to 100 $\mu\text{g}/\text{ft}^2$ for windowsill dust.
- A task force consisting of more than a dozen organizations including HUD and EPA joined the Lead Action Plan.
- October 2019 – EPA signed a new Memorandum of Understanding (MOU) that provides a framework for a coordinated approach between more than a dozen critical partners across the federal government, tribes, water utilities and the public health community.
- October 2019 – EPA announced 117 federal enforcement actions completed over the last year to ensure entities like renovation contractors, landlords and property managers are in compliance with regulations that require them to protect communities and the public from exposures to lead.

- With new regulations in effect these lower clearance levels show a decontamination for the main floor auditorium would be needed as testing shows higher lead levels in multiple areas of the main floor. These areas are cleaned daily and floors are resurfaced annually. This shows us that even with preventative measures in place cross contamination of lead dust is taking place.



Environmental Hazards Services, L.L.C.
 7469 Whitepine Rd
 Richmond, VA 23237
 Telephone: 800.347.4010

After 2nd Cleaning

Lead Dust Wipe Analysis Report

Report Number: 19-10-02933

Client: Green Bay Lead Inc.
 1594 Orchid Lane
 Green Bay, WI 54313

Received Date: 10/18/2019
 Analyzed Date: 10/18/2019
 Reported Date: 10/18/2019

Project/Test Address: City of Willmar Auditorium; 311 6th St SW; Willmar, MN
 Collection Date: 10/17/2019

Client Number:
 51-2109

Laboratory Results

Fax Number:
 920-499-1314

Lab Sample Number	Client Sample Number	Collection Location	Surface	Total Pb (ug)	Wipe Area (ft ²)	Concentration (ug/ft ²)	Narrative ID
19-10-02933-001	1	LADIES ROOM	FL	164	1.00	164	
19-10-02933-002	2	MENS ROOM	FL	74.9	1.00	74.9	
19-10-02933-003	3	FRONT STAIRWELL LANDING	FL	39.7	1.00	39.7	
19-10-02933-004	4	BASEMENT HALLWAY	FL	154	1.00	154	
19-10-02933-005	5	BACK STAIRWELL STEP	FL	144	1.00	144	



Environmental Hazards Services, L.L.C.
 7469 Whitepine Rd
 Richmond, VA 23237
 Telephone: 800.347.4010

*After 1st
 cleaning*

Lead Dust Wipe Analysis Report

Report Number: 19-10-02571

Client: Green Bay Lead Inc.
 1594 Orchid Lane
 Green Bay, WI 54313

Received Date: 10/16/2019
 Analyzed Date: 10/16/2019
 Reported Date: 10/16/2019

Project/Test Address: City of Willmar Auditorium; 311 6th St SW; Willmar, MN
 Collection Date: 10/15/2019

Client Number:
 51-2109

Laboratory Results

Fax Number:
 920-499-1314

Lab Sample Number	Client Sample Number	Collection Location	Surface	Total Pb (ug)	Wipe Area (ft ²)	Concentration (ug/ft ²)	Narrative ID
19-10-02571-001	1	SHOOTING RANGE	FL	104	1.00	104	
19-10-02571-002	2	SR SHOOTING BOOTH	FL	39.2	1.00	39.2	
19-10-02571-003	3	VIEWING ROOM	FL	<5.00	1.00	<5.00	
19-10-02571-004	4	CLASSROOM	FL	<5.00	1.00	<5.00	
19-10-02571-005	5	LADIES ROOM	FL	84.2	1.00	84.2	
19-10-02571-006	6	MENS ROOM	FL	162	1.00	162	
19-10-02571-007	7	FRONT STAIRWELL LANDING	FL	113	1.00	113	
19-10-02571-008	8	BASEMENT HALLWAY	FL	80.0	1.00	80.0	
19-10-02571-009	9	BACK STAIRWELL STEP	FL	276	1.00	276	



Environmental Hazards Services, L.L.C.
 7469 Whitepine Rd
 Richmond, VA 23237
 Telephone: 800.347.4010

Main Floor

Lead Dust Wipe Analysis Report

Report Number: 19-10-03686

Client: Green Bay Lead Inc.
 1594 Orchid Lane
 Green Bay, WI 54313

Received Date: 10/23/2019
 Analyzed Date: 10/23/2019
 Reported Date: 10/23/2019

Project/Test Address: City of Willmar Auditorium; 311 6th St SW; Willmar, MN
 Collection Date: 10/22/2019

Client Number:
 51-2109

Laboratory Results

Fax Number:
 920-499-1314

Lab Sample Number	Client Sample Number	Collection Location	Surface	Total Pb (ug)	Wipe Area (ft ²)	Concentration (ug/ft ²)	Narrative ID
19-10-03686-001	10	ENTRY HALL BASE STAIRS	FL	37.4	1.00	37.4	
19-10-03686-002	11	SO DOOR TO GYM	FL	14.3	1.00	14.3	
19-10-03686-003	12	BETWEEN BATHROOM DOORS	FL	30.6	1.00	30.6	
19-10-03686-004	13	RT BACK STAIRWELL DOOR	FL	21.1	1.00	21.1	
19-10-03686-005	14	WEST BASELINE	FL	18.8	1.00	18.8	

-----Original Message-----

From: "Christopher L. Simon"

Sent: Apr 6, 2021 12:01 PM

To: "gammec@earthlink.net"

Subject: RE: City Gun Range Protocol

Greg,

Thanks for the reply and sorry to bug you regarding this matter once again. I agree with your thoughts on cleaning protocol and enforcement of standards. I called the power plant and learned that they stop burning coal April of 2018. Therefore, yes the gun range and adjacent areas have been cleaned since the coal shutdown. We did not have it cleaned last year due to covid and the building be shut down much of the year so last time it was cleaned was fall of 2019. I also have emailed Green bay lead for answers to your questions.

If you would like and have time maybe the best approach to this situation would be to have you come and take a look at the location. With regulations changing and protocols not being followed maybe you can generate some answers. If a visit doesn't work let me know and I'll keep firing away with the questions I have.

Thanks,
Chris

From: gammec@earthlink.net <gammec@earthlink.net>

Sent: Tuesday, April 6, 2021 10:42 AM

To: Christopher L. Simon <csimon@willmarmn.gov>

Subject: Re: City Gun Range Protocol

Chris,

Sorry I did not get back to you sooner. Because the property is considered a child occupied facility and at least the areas that are open to the public, such as the lower hallways, bath rooms that are also use by those who use the firing range should be cleaned to the current EPA standard of 10 Micrograms per square foot on the floors. OSHA has not changed there interpretive guidelines since 1993 which I believe is to high at 200 micrograms per square foot for break areas.

I believe they should be using the Operation and Maintenance plan that was developed for the firing range, and if they are not should be responsible for the cost of clean up. I know that it is used by City personnel, but when protocols are in place there needs to be some enforcement of the standards.

I could come out and look at the property again. If the dust levels are not sustainable outside of the firing range, then you may want to consider closing it as a liability factor or implement a more stringent cleaning regiment. Is that Wisconsin company licensed to do work in Minnesota? Again because it is a child-occupied facility they should be licensed to work in Minnesota as a Lead Risk Assessor.

How long as the coal fired electrical plant been shut down? Has the Auditorium been cleaned since the shut down?

Greg Myers
Midwest Environmental Consulting
125 Railroad Avenue SW

Mora, MN 55051
320-679-4054
cell 612-819-8766

-----Original Message-----

From: "Christopher L. Simon"
Sent: Mar 25, 2021 12:20 PM
To: "gammec@earthlink.net"
Subject: City Gun Range Protocol

Good Morning,

Yes it is me once again coming back to you seeking recommendations.

So in the next month or so the future of the City owned gun range is coming up for debate. All options are on the table which include: removing it and donating the equipment to be installed in another building, going lead free, reduced Lead and then keeping it the same and increase the operating budget to cover cleaning costs. The building has become insanely active with many child and adult activities taking place even through these tough times. We have had annual testing/cleaning done with Green Bay Lead to reduce Lead levels back to safe levels. Since we reopened the range I feel some of the cleaning practices we are using are failing in the attempt that we are just covering it up vs actually removing the lead. However upon random testing of the main floor (which gets recoated and sealed every year) tests came back with elevated levels. This tells us cross contamination is happening even though preventative measures are in place. I know they are older but we have not had the building professionally cleaned since therefore no new testing has been done.

I know we had talked in the past regarding the recommended cleaning levels so I was just wanting to touch base on this topic. A couple years ago we were having the cleaning done to the standard of 40 micrograms per square foot for the floors and 250 micrograms for the shooting benches. I know when we talked last it was your recommendation to reduce those standards to 10 micrograms per square foot for the floors. These recommendations are due to the building being occupied by children 6 years of age or younger and following the HUD standard for reduced liability issues. Have these cleaning standards changed again or would these still be the recommendation for cleaning in our situation.

Regarding the different options we are thinking about would you have any recommendations or ideas? I know that I've asked a lot of questions and have a lot running through my mind so if it would be easier to come and take a look at things to get a better idea we can line that up. Let me know if you have any questions.

Thanks,
Chris

Lead - ToxFAQs™

What is lead?

Lead is a metal found naturally in the earth's crust. It can be found in all parts of our environment, including air, water, and soil. Lead can combine with other chemicals to make different compounds.



Lead is used in the production of batteries, ammunition, and metal products (solder and pipes). Because of health concerns, the use of lead in paints, ceramic products, caulking, and pipe solder has been dramatically reduced. The use of lead as an additive to automobile gasoline was banned in 1996 in the United States.

What happens to lead in the environment?

- Lead is an element, so it does not break down.
- When lead is released into the air, it may be transported long distances before it lands and stays on the ground.
- Once on the ground, lead can often stick to soil particles.
- Lead in soil can get into groundwater, but the amount of lead that moves into groundwater will depend on the lead compound and soil type.

How can I be exposed to lead?

- Eating food or drinking water that contains lead.
- Drinking water from pipes that were soldered with lead can cause exposure.
- Spending time or living in homes with lead-based paints can result in exposure when the paint breaks down and forms dust, which can get on your hands, or into your mouth and nose and be swallowed.
- Spending time in areas where the soil is contaminated with lead.
- Working in a job where lead is used or participating in certain hobbies where lead is used, such as making stained glass.
- Using healthcare products from other countries, alternative treatments, or folk remedies.

Lead can cause health problems in almost every organ and system in your body.

How can lead affect my health?

The effects of lead are the same whether it enters the body by breathing it in or eating it. Lead can affect almost every organ and system in your body. The nervous system is the main target for lead poisoning in children and adults. Long-term exposure can result in decreased learning, memory, and attention, and weakness in fingers, wrists, or ankles. Lead exposure can cause anemia (low iron in the blood) and damage to the kidneys. It can also cause increases in blood pressure, particularly in middle-aged and older individuals. Exposure to high lead levels can severely damage the brain and kidneys and can cause death. In pregnant women, exposure to high levels of lead may cause a miscarriage. In men, it can cause damage to reproductive organs.

Lead

How can lead affect children?

Children are more vulnerable to lead poisoning than adults because their nervous system is still developing. Children can be exposed to lead in their environment and before birth from lead in their mother's body. At lower levels of exposure, lead can decrease mental development, especially learning, intelligence, and behavior. Physical growth may also be decreased. A child who swallows large amounts of lead may develop anemia, severe stomachache, muscle weakness, and brain damage. Exposure to lead during pregnancy can also result in premature births. Some effects of lead poisoning in a child may continue into adulthood.

Can lead cause cancer?

Several agencies and organizations both in the United States and internationally have reviewed studies and made an assessment about whether lead can cause cancer.

- The Department of Health and Human Services (HHS) has determined that lead and lead compounds are reasonably anticipated to be human carcinogens (causing cancer in people).
- The U.S. Environmental Protection Agency (EPA) has classified lead as a probable human carcinogen.
- The International Agency for Research on Cancer (IARC) has determined that inorganic lead is probably carcinogenic to humans, and that there is insufficient information to determine whether organic lead compounds will cause cancer in humans.

Can I get a medical test to check for lead?

A blood test is available to measure the amount of lead in your blood. Blood tests are commonly used to screen children for lead poisoning. Your doctor can draw blood samples and send them to appropriate laboratories for analysis. If you think you or anyone in your family has been exposed to lead, contact your doctor, nurse, or poison control center.

How can I protect my family from lead exposure?

- Avoid exposure to sources of lead.
- Do not allow children to chew or mouth surfaces that may have been painted with lead-based paint.
- If your home contains lead-based paint (built before 1978), or if you live in an area contaminated with lead, wash children's hands and faces often to remove lead dusts and soil, and regularly clean the house to remove lead dust and lead tracked in soil.
- Certain water pipes may contain lead, so if you know that pipes have lead solder, you should avoid drinking from that source.
- Check for lead in some products such as toys and jewelry and avoid such products.
- Lead is sometimes in candies imported from other countries or traditional home remedies; find out if yours has any lead and avoid using these products or giving them to children.
- You can learn more about preventing lead poisoning here: <https://www.cdc.gov/nceh/lead/faqs/lead-faqs.htm>

Want more information?



Call **CDC-INFO** at 1-800-232-4636, or submit your question online at <https://wwwn.cdc.gov/dcs/ContactUs/Form>

Go to ATSDR's [Toxicological Profile for Lead](#)

CDC Lead Poisoning Prevention Program <https://www.cdc.gov/nceh/lead/default.htm>

Environmental Protection Agency <https://www.epa.gov/lead/protect-your-family-exposures-lead>

Go to ATSDR's Toxic Substances Portal: <https://wwwn.cdc.gov/TSP/index.aspx>

If you have any more questions or concerns, you can also find & contact your ATSDR Regional Representative at http://www.atsdr.cdc.gov/DRO/dro_org.html

Protecting Workers from Lead Hazards at Indoor Firing Ranges

Using lead bullets or lead-containing primers at indoor firing (shooting) ranges can expose workers to lead and result in unsafe levels of lead in their blood. Lead enters the body through inhalation or ingestion. Once in the bloodstream, lead can damage various organs and cause health problems.

Firing range employers must protect their workers from the hazards of lead exposure. The Occupational Safety and Health Administration (OSHA) [Lead Standard](#) (29 CFR 1910.1025) requires that in a workplace with potential lead exposure, the employer conduct an initial determination of workers airborne exposure to lead. If a worker is exposed at or above the action level (AL) or above the permissible exposure limit (PEL) for lead, additional requirements apply. This fact sheet provides firing range employers with information on how their workers can be exposed to lead and summarizes the provisions and requirements of the Lead Standard that apply to firing ranges. For more complete information on lead and detailed requirements under the Lead Standard, visit OSHA's [Safety and Health Topics Page on Lead](#).

How lead exposure can occur:

- Shooting firearms with lead bullets or lead-containing primer creates airborne lead in the gun smoke.
- Lead bullet deformation and fragmentation can cause lead exposure at hard surface bullet trap systems.
- A building's standard HVAC system may not adequately remove airborne lead particles from the range.
- Handling spent cartridges or cleaning firearms can contaminate the hands and skin with lead.
- Improper range cleaning methods (dry sweeping; compressed air; non-high-efficiency particulate air (HEPA) filtered vacuums) or inadequate cleaning of lead-contaminated surfaces.

- Recovering lead bullets from traps, emptying bullet trays, or casting lead bullets can create lead dust and fumes.
- Bringing and consuming food and drinks in the range area. Not washing hands and face before eating, drinking, or smoking.
- Lack of handwashing facilities for workers to remove lead.
- Wearing contaminated work clothes in eating and office areas or wearing these clothes home.



Photo: NIOSH

NIOSH estimates there are 16,000 to 18,000 indoor firing ranges in the U.S.

Firing Ranges and the OSHA Lead Standard

The following section highlights selected OSHA requirements, along with recommendations, that can help employers both comply with the Lead Standard and implement best practices. For all employer requirements under the standard, see OSHA's [Lead Standard](#) (29 CFR 1910.1025).

Exposure Monitoring

Required

- An initial determination – Collect full-shift personal air samples to determine if employee exposure is at or above the AL of 30 µg/m³ or exceeds the PEL of 50 µg/m³.
- If employee exposure is at or above the AL >30 days a year, employers must offer medical surveillance, including blood lead level monitoring to affected employees.
- Repeat monitoring is required at various intervals if exposures are at or above the AL or above the PEL. *See* 29 CFR 1910.1025(d)(6).
- If exposure is above the PEL >30 days a year, then employers must implement engineering and work practice controls to reduce exposure to or below the PEL (see box below for recommended exposure controls for firing ranges).
- When ventilation is used to control exposure, ensure effective operation of the ventilation system with scheduled (every 3 months) inspections and routine maintenance.

RECOMMENDED EXPOSURE CONTROLS FOR FIRING RANGES

Eliminate/Substitute: Use jacketed or lead-free bullets and non-lead primer.

Engineering Controls: Provide a separate “push/pull” ventilation system (not connected to the general HVAC system) with supplied and exhausted air flow designed to move lead emissions downrange from the source (firearm) toward the filtered exhaust area at/or behind the bullet trap:

- Electrically interlock supply and exhaust fans for simultaneous operation when the range is in use.
- Use HEPA filters in the ventilation exhaust system to prevent lead from entering the outside environment.

Work Practice Controls: Use a closed bag system to empty bullet trays and debris. Use a water mist spray or other type of wet method to keep lead dust from becoming airborne.

Housekeeping

Required

- Keep all surfaces as free of lead accumulations as practical.
- Ensure that workers do not use compressed air to clean floors or other surfaces where lead may accumulate.
- Ensure that workers do not shovel, dry-sweep, or brush lead-bullet debris unless vacuuming or other equally effective methods have been tried and found not to eliminate the hazard. *See* 29 CFR 1910.1025(h)(2)(ii).

Recommended

- Use a HEPA filtered vacuum and/or wet methods for cleaning.
- Perform housekeeping and cleaning procedures on a frequent basis.
- Wipe sample detection of lead is a useful tool to evaluate a housekeeping program (surfaces and floors including eating areas) and hygiene practices (employee hands) by identifying lead contamination. Colorimetric wipes for on-the-spot detection of lead are now readily available.

Respiratory Protection

Required

- Provide appropriate, NIOSH-approved respirators when engineering and work practice controls are not sufficient to reduce lead exposure to or below the PEL.
- For more information on respiratory protection program requirements, including fit testing, see OSHA’s [Respiratory Protection standard](#) (29 CFR 1910.134) and visit OSHA’s [Safety and Health Topics webpage on Respiratory Protection](#).

Recommended

- Even when exposure is below the PEL, provide workers with appropriate respiratory protection for short-term, high lead exposure work tasks such as cleaning bullet traps, changing ventilation system filters, or disposing of vacuum-collected dust.

Protective Work Clothing and Equipment

Required

- Provide full-body work clothing (coveralls or disposable suits), gloves, head and foot covering, face shield, and vented goggles to workers exposed to lead above the PEL.

- Ensure that workers do not use compressed air or similar methods to remove lead dust from range floors, other surfaces, or clothing.

Recommended

- Provide protective work clothing and equipment for employees while performing range cleaning or maintenance.

Hygiene Facilities and Practices

Required

- Prohibit food, drink, eating, tobacco, and the use of cosmetics in areas with lead exposure above the PEL.
- Change rooms, separate storage lockers, and showers must be provided when worker exposures to lead are above the PEL.

Recommended

- Provide readily available handwashing stations.
- Do not allow any food, drinks, or tobacco products in the range area.
- Consider using lead decontamination wipes in addition to soap and water to remove lead from hands after cleaning firearms and picking up spent casings and before eating, drinking, or smoking.
- Provide a clean change area and separate storage lockers for employees with lead hazards in their work area, regardless of exposure levels.

Medical Surveillance and Medical Removal Protection

Required

- Implement a medical surveillance program for workers exposed to lead at or above the AL >30 days a year.
- Make available blood lead and zinc protoporphyrin testing to workers exposed to lead at or above the AL at frequencies specified in the Lead Standard. *See* 29 CFR 1910.1025(j)(2).
- Remove employees from work who have a lead exposure at or above the AL if their blood lead level meets or exceeds the criteria specified in the Lead Standard, or if a physician determines removal is needed. *See* 29 CFR 1910.1025(k)(1).

Recommended

- Offer blood lead testing for employees with lead hazards in their work area, regardless of exposure levels.

- Blood lead levels at or above 5 micrograms of lead per deciliter of blood ($\mu\text{g}/\text{dL}$) are considered elevated.

Employee Lead Hazard Training and Hazard Communication

Required

- Inform workers with potential lead exposure of the content of Appendices A and B of the Lead Standard.
- Provide initial and annual training to all employees exposed to lead at or above the AL on the content of the Lead Standard and work activities that could result in lead exposure.
- Post warning signs with the language specified in the Lead Standard in each work area where the PEL is exceeded.
- OSHA's [Hazard Communication standard](#) (29 CFR 1910.1200) requires employers to provide information and training for all employees with lead hazards in their work areas.

Additional Information

OSHA can provide compliance assistance through a variety of programs, including technical assistance about effective safety and health programs, workplace consultations, and training and education. OSHA's On-Site Consultation Program offers free, confidential occupational safety and health services to small and medium-sized businesses in all states and several territories across the country, with priority given to high-hazard worksites. On-Site consultation services are separate from enforcement and do not result in penalties or citations. To locate the OSHA On-Site Consultation Program nearest you, visit www.osha.gov/consultation.

Workers' Rights

Workers have the right to:

- Working conditions that do not pose a risk of serious harm.
- Receive information and training (in a language and vocabulary the worker understands) about workplace hazards, methods to prevent them, and the OSHA standards that apply to their workplace.
- Review records of work-related injuries and illnesses.

- File a complaint asking OSHA to inspect their workplace if they believe there is a serious hazard or that their employer is not following OSHA's rules. OSHA will keep all identities confidential.
- Exercise their rights under the law without retaliation, including reporting an injury or raising health and safety concerns with their employer or OSHA. If a worker has been retaliated against for using their rights, they must file a complaint with OSHA as soon as possible, but no later than 30 days.

For additional information, see OSHA's Workers page (www.osha.gov/workers).

How to Contact OSHA

Under the Occupational Safety and Health Act of 1970, employers are responsible for providing safe and healthful workplaces for their employees. OSHA's role is to ensure these conditions for America's working men and women by setting and enforcing standards, and providing training, education and assistance. For more information, visit www.osha.gov or call OSHA at 1-800-321-OSHA (6742), TTY 1-877-889-5627.

This is one in a series of informational fact sheets highlighting OSHA programs, policies or standards. It does not impose any new compliance requirements. For a comprehensive list of compliance requirements of OSHA standards or regulations, refer to Title 29 of the Code of Federal Regulations. This information will be made available to sensory-impaired individuals upon request. The voice phone is (202) 693-1999; teletypewriter (TTY) number: (877) 889-5627.



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