



**WILLMAR CITY COUNCIL MEETING  
MONDAY, MAY 16, 2022 AT 6:30 PM  
BOARD ROOM, HEALTH AND HUMAN SERVICES BUILDING  
2200 – 23<sup>RD</sup> STREET NE, WILLMAR, MINNESOTA**

**AGENDA**

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Consent Items:
  - Approve:
    - A. City Council Minutes of May 2, 2022
    - B. Willmar Municipal Utilities Commission Minutes of May 9, 2022
    - C. Accounts Payable Report for April 23 - May 1, 2022
    - D. Fire Department Training – House Burn
    - E. Application for Main Street Minnesota Grant
    - F. Approve MnDOT Master Partnership Contract for Routine Services
    - G. Application for Rice Hospital Board – Wayne Nelson
    - H. Building Report for the Month of April 2022
  - Information:
    - I. Application for Human Rights Commission – Allan Clark
    - J. Application for EDC Operations Board – Abdulcadir Abucar Gaal
6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (individuals limited to three (3) minutes)
9. Welcome Kyle Box – City Operations Director
10. Willmar Meals on Wheels Discussion – Renee Nolting
11. Reschedule Public Hearing for Minn West Technology Campus Abatement Request
12. Consider Declaring Costs to be Assessed, Order Preparation of Assessment Roll and Call for Assessment Hearing on June 6, 2022
13. Consider Award of Contracts for 2022 Street Overlay and Parking Lot Projects and Adopt As-Bid Budgets:
  - Award Project No. 2203-A (Overlay of 19<sup>th</sup> Avenue/Lakeland Drive SE) to OMG Midwest Inc.
  - Adopt As-Bid Budget for Project No. 2203-A
  - Approve Parking Restrictions on 19<sup>th</sup> Avenue and Lakeland Drive from 1<sup>st</sup> Street to Willmar Avenue
  - Award Contract No. 2203-B (Overlay of 1<sup>st</sup> Street NE/Business 71) to Duininck Inc.
  - Adopt As-Bid Budget for Project No. 2203-B
  - Award Project No. 2204 (Parking Lots)
  - Adopt As-Bid Budget for Project No. 2204

14. Consideration of Pep Fest Musical Festival 2022
15. Consideration of Staff Direction to Draft RFP and Form Selection Committee for High-Speed Internet Access
16. Consider Members for Mayor's Housing Task Force
17. "Community Pride" Announcements
18. Closed Session Pursuant to Minn. Stat. § 13D.05, subd. 3 (c) to Consider Offers or Counteroffers for the City's Purchase of Real Property
19. Open Session
20. 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 7<sup>th</sup> day of August, 2017

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk



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

May 2, 2022  
6:30 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, Justin Ask, Vicki Davis, Andrew Plowman, and Audrey Nelsen. Present 8, Absent 1. Council Member Michael O'Brien was excused from the meeting.

Also present were City Administrator Leslie Valiant, Police Chief Jim Felt, Finance Director Steve Okins, Parks and Recreation Director Rob Baumgarn, Interim Public Works Director Gary Manzer, City Clerk Judy Thompson, and City Attorney Robert Scott.

There were no additions or deletions to the agenda.

Council Member Fagerlie moved to approve the agenda, as presented. Council Member Asmus seconded the motion, which carried unanimously.

City Clerk Judy Thompson reviewed the consent agenda.

- A. City Council Minutes of April 18, 2022
- B. Special City Council Minutes of April 22, 2022
- C. Willmar Municipal Utilities Commission Minutes of April 25, 2022
- D. Planning Commission Minutes of April 6, 2022
- E. Parks and Recreation Board Minutes of March 16, 2022
- F. Accounts Payable Report for April 14 - 22, 2022
- G. **Resolution No. 2022-071 Approve As-Bid Budget for Airport Apron Expansion**
- H. **Resolution No. 2022-072 Adopt Kandiyohi County All-Hazard Mitigation Plan**
- I. **Resolution No. 2022-073 Adoption of Municipal Tort Limits**
- J. Application for Rice Hospital Board – Wayne Nelson

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

Deb Brandt and Jon Setrum, Raymond, addressed the Mayor and Council during the Open Forum regarding the Raymond Ambulance Service needs for their community. They are reaching out to the communities they provide mutual aid to, and asking for donations to upgrade their ambulance in an effort to continue their service.

City Administrator Valiant presented a request to set a public hearing for May 16, 2022 for the MinnWest Technology Campus Abatement. It was noted the Campus applied for and was granted a ten-year property tax abatement for eight parcels in 2015, and are now seeking an abatement for three additional buildings on the eastern side of the campus.

Council Member Fagerlie offered a motion to set a public hearing for MinnWest Technology Campus Abatement request on May 16, 2022. Council Member Nelsen seconded the motion, which carried unanimously.

City Administrator Valiant presented a request to approve Dowdey Addition Preliminary Plat for property located at 1400 Grace Avenue SW. The applicant requested to flip the property so each lot would run east and west.

Following discussion, Council Member Fagerlie introduced **Resolution No. 2022-074 Dowdey Addition Minor Subdivision Preliminary Approval**. 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 approve entering into an agreement with Bullet Proof Mechanical Service, Inc. for the replacement of the pool heater at Dorothy Olson Aquatic Center (DOAC). This is in accordance with the 2022 Capital Outlay Program and is the replacement of the pool heater that failed last summer.

Following discussion, Council Member Nelsen introduced **Resolution No. 2022-075 Awarding the DOAC Pool Heater Project in the Amount of \$48,036.00**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Parks and Recreation Director Baumgarn presented a request to approve the purchase of a 2022 Chevrolet Silverado truck to replace the 1998 Ford F150 currently being used. It was noted the City mechanic recommended to replace the vehicle due to excessive wear/tear, rust and other mechanical problems.

Following discussion, Council Member Fagerlie introduced **Resolution No. 2022-076 Reappropriating Funds from the Public Works Vehicle Replacement Program and the 2022 Thermal Imaging Camera CIP in the Amount of \$38,579.00 to the Parks and Recreation Department for Purchase of Pickup Truck**. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

City Administrator Valiant presented a request to approve the updated Public Works Director job description. It was noted Administration has updated the job description to remove any engineering duties, but to work closely with outsourced engineering firm Bolton and Menk.

Council Member Ask offered a motion to approve staff's request. Council Member Plowman seconded the motion, which carried unanimously.

City Administrator Valiant presented a request to approve appointing Gary Manzer as Public Works Director. It was noted Mr. Manzer has been serving as the Interim Director since May 2021.

Council Member Plowman offered a motion to approve staff's request. Council Member Asmus seconded the motion, which carried unanimously.

Mayor Calvin presented a request to approve forming a Housing Task Force consisting of community members, city-elected officials and staff. He is requesting the formation of a Housing Task Force to develop and steer future housing needs and policies from single family to multi-family needs.

Following discussion, Council Member Fagerlie offered a motion to approve the formation of a Housing Task Force with Council Members Michael O'Brien, Justin Ask, Julie Asmus and the Mayor to serve as city-elected officials on said task force, with Council Member Thomas Butterfield serving as alternate. Council Member Asmus seconded the motion, which carried unanimously.

City Administrator Valiant offered the following comments: Candidate filing opens May 17th for anyone interested in filing for Mayor or Council.

Public Works Director Manzer offered the following comments: Public Works Open House is set for Thursday, May 19th at the Public Works Garage.

Council Member Asmus offered the following comments: Mayor's Prayer Breakfast will be held Thursday, May 5th at the Willmar Conference Center.

Council Member Fagerlie offered a motion to adjourn the meeting with Council Member Ask seconding the motion, which carried. The meeting adjourned at 7:07 p.m.

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MAYOR



**RESOLUTION NO. 2022-072**

**ADOPTION OF THE  
KANDIYOHI COUNTY ALL-HAZARD MITIGATION PLAN**

Motion By: Fagerlie Second By: Asmus

WHEREAS, the City of Willmar has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Kandiyohi County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Kandiyohi County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Kandiyohi County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Kandiyohi County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Kandiyohi County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW THEREFORE BE IT RESOLVED that the City of Willmar supports the hazard mitigation planning effort and wishes to adopt the Kandiyohi County All-Hazard Mitigation Plan.

Dated this 2nd day of May, 2022

/s/ Marv Calvin  
Mayor

Attest:

/s/ Judy Thompson  
City Clerk

**RESOLUTION NO. 2022-073**

**A RESOLUTION APPROVING STATUTORY MUNICIPAL LIABILITY COVERAGE LIMITS**

Motion By: Fagerlie Second By: Asmus

WHEREAS, cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of coverage purchased; and

WHEREAS, the City Council has reviewed the various options for monetary limits on municipal tort liability; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the City does not waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

Dated this 2<sup>nd</sup> day of May, 2022.

/s/ Marv Calvin  
MAYOR

Attest:

/s/ Judy Thompson  
CITY CLERK

**RESOLUTION NO. 2022-074**

**DOWDEY ADDITION MINOR SUBDIVISION PRELIMINARY APPROVAL**

Motion By: Fagerlie 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 Dowdey Addition Preliminary Plat be approved subject to the following conditions that must be satisfied prior to Final Plat approval:

- A. The applicant shall obtain a variance from the 8,500 square foot minimum lot size requirement in the R-2 zoning district or the City Council shall approve an amendment to said minimum lot size requirement.
- B. All Fire Chief/Marshal and Engineering comments shall be met, adhered to, and additional information supplied as requested by the City Engineer
- C. The use shall meet all applicable local, state, and federal rules and regulations at all times.

Dated this 2<sup>nd</sup> day of May, 2022

/s/ Marv Calvin  
MAYOR

Attest:

/s/ Judy Thompson  
CITY CLERK

**RESOLUTION NO. 2022-075**

**A RESOLUTION AWARDING THE DOAC POOL HEATER PROJECT IN THE AMOUNT OF \$48,036.**

Motion By: Nelsen Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Bullet Proof Mechanical Service, Inc. of Willmar, MN for the DOAC Pool Heater project is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and considerations of the contract in the amount of \$48,036.

Dated this 2<sup>nd</sup> day of May, 2022

/s/ Marv Calvin  
Mayor

Attest:

/s/ Judy Thompson  
City Clerk

**RESOLUTION NO. 2022-076**

**A RESOLUTION REAPPROPRIATING FUNDS FROM THE PUBLIC WORKS VEHICLE REPLACEMENT PROGRAM AND THE 2022 THERMAL IMAGING CAMERA CIP IN THE AMOUNT OF \$38,579.00 TO THE PARKS AND RECREATION DEPARTMENT FOR PURCHASE OF PICKUP TRUCK**

Motion By: Fagerlie Second By: Ask

BE IT RESOLVED by the City Council of the City of Willmar, to re-appropriate \$37,000.00 from the Public Works Vehicle Replacement Program and \$1,579.00 from the 2022 Thermal Imaging Camera CIP to increase the Parks and Recreation Department budget by \$38,579.00 and to authorize purchase of Pickup Truck from Schweiters of Willmar

Decrease: Public Works Vehicle Replacement Program \$37,000.00  
Decrease: 2022 Thermal Imaging Camera CIP \$1,579.00  
Increase: Parks and Recreation Department \$38,579.00

Dated this 2<sup>nd</sup> day of May, 2022

/s/ Marv Calvin  
Mayor

Attest:

/s/ Judy Thompson  
City Clerk

**WILLMAR MUNICIPAL UTILITIES COMMISSION**  
**MEETING MINUTES – MAY 9, 2022**  
**11:45 AM – WMU AUDITORIUM**

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, May 9, 2022, Bruce DeBlieck, Cole Erickson, Shawn Mueske, and Dave Baumgart. Absent were Commissioners Kerry Johnson, Carol Laumer, and Kadar Abdi.

Others present at the meeting were: General Manager John Harren, Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, IS Coordinator Mike Sangren, Executive Secretary Beth Mattheisen, Facilities & Maintenance Supervisor Kevin Marti, Energy/Safety Outreach Coordinator Chris Radel, City Councilman Michael O'Brien, City Attorney Robert Scott (via teleconference), and WC Tribune Journalist Jennifer Kotila.

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

**RESOLUTION NO. 18**

“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 April 25, 2022, Commission meeting; and,
- ❖ Bills represented by vouchers No. 20220562 to No. 20220621 and associated wire transfers inclusive in the amount of \$1,263,032.87.

Dated this 9<sup>th</sup> day of May 2022.

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Acting Secretary

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

General Manager Harren reviewed with the Commission the minutes from the May 2<sup>nd</sup> WMU Labor Committee meeting (see attached). Following review, Commissioner Erickson offered a motion to approve the minutes of the May 2<sup>nd</sup> WMU Labor Committee meeting as presented. Commissioner Baumgart seconded the motion which carried by a vote of four ayes and zero nays.

In conjunction with the LC meeting, Energy/Safety Outreach Coordinator Radel presented a condensed review of the Customer Satisfaction Survey recently conducted by Q Market Research (November/December 2021). Surveys were distributed to 1,000 randomly selected WMU customers. Items to note include:

- 1) Overall satisfaction with WMU: rated in the high range;
- 2) Net Promoter Score (meaning given a choice, customers would recommend WMU): rated near the top of the good range (near excellent range);
- 3) Satisfaction with service: rated in the excellent range;

- 4) Many positive customer comments were received (i.e. service reliability, friendly & efficient employees, good response time to outages, affordability); and,
- 5) Additional promoting of energy conservation rebates/programs began in January this year.

The 2021 Customer Satisfaction Survey will serve as a benchmark for additional surveys to be conducted in the future.

As part of the LC meeting, the Commission was requested to approve the Customer Outreach Proposal for 2022. The proposal included multiple events for consideration which are intended to reach a greater diversity of our customer base. These events would directly encompass more community members and their families to assist in increasing awareness of their utility services and energy programs available to them. The enhanced outreach program will include mobile home parks and Somalia community learning events, WillmarFest Block Party, National Night Out, Holidazzle Parade, Willmar Area Learning Center (utility employment opportunities), Aging Wisely: Knowing your Energy, MRES Bright Energy Services Power Team Program for 5<sup>th</sup> graders in Willmar Schools, expanding knowledge of electric vehicles/charging stations, and Senior Day at the area Community Center. It was determined that this enhanced program would reach and benefit considerably more customers than the annual Open House held in the past. The estimated cost of this outreach program is \$18,000. Following discussion, Commissioner Mueske offered a motion to approve the enhanced 2022 Customer Outreach Program as presented in the estimated amount of \$18,000. Commissioner Baumgart seconded the motion which carried by a vote of four ayes and zero nays.

Finance & Office Services Supervisor Prekker presented the Commission with the March 2022 Financial Reports along with a recap of the March 31, 2022 Investment Portfolio, and the March 2022 Cost of Power Report. The data presented included analyses of the Electric, Water, and Combined Divisions. Information contained in the reports reflect operating revenues & expenses, operating income, and retained earnings. Graphs depicting the 2021/2022 monthly year-to-date revenues, expenses, and retained earnings were also included with the financial data.

Facilities & Maintenance Supervisor Marti presented the Commission with the April 2022 Wind Turbine Report. Turbine availabilities for the month of April were at 95.8% (Unit #3) and 98.8% (Unit #4) with a total monthly production of 1,416,112 kilowatt hours. Marti noted this was a record for monthly production output of the turbines and only the sixth time the kilowatt hours totaled over one million. Special thank you goes to our WMU employees/technicians who continue to provide the needed maintenance and repairs to keep these units operational.

Energy/Safety Outreach Coordinator Radel reviewed with the Commission the latest WMU Strategic Plan update. This newly formatted plan was approved by the Commission on June 28<sup>th</sup> (2021). Eight primary goals have been identified and prioritized along with actions and timelines required to achieve these goals. This format streamlines both short-term (one year) and long-term (2-5 yrs.) timelines. Radel presented a step-by-step review of the tasks and timeline updates as of May 2022. The Strategic Plan is considered a "living" document and is continually updated by Staff.

Energy/Safety Outreach Coordinator Radel informed the Commission of the winning entries submitted for the 2022 MMUA Tom Bovitz Memorial Scholarship sponsored by the Willmar Municipal Utilities and MMUA. The applicants are required to submit a 500-750 word essay on "*Municipal Utilities – Good for All of Us*". Participation in this program helps to increase awareness of public power while giving back to the community it serves. The entries are submitted by area seniors who are customers (their immediate families) of the Willmar Municipal Utilities. The first-place entry and winner of a \$750 scholarship is Ryan Pappenfus. (Ryan's entry has been forwarded to MMUA for consideration in the state-wide award selection process.) The second-place winner of the \$250 scholarship is Max Gatewood. Congratulations and best wishes, Ryan and Max!

Missouri River Energy Services (MRES) is once again offering member tours of the Red Rock Hydroelectric Project (RRHP) this summer. RRHP (near Pella, IA) became operational in June 2021 and is the newest clean, renewable, and reliable power supply resource for MRES. Tour dates are scheduled for June 23<sup>rd</sup>, July 20<sup>th</sup>, and August 18<sup>th</sup>.



General Manager Harren informed the Commission that meetings of both the WMU Labor and Planning Committees would be forthcoming. The Planning Committee will be meeting on May 16<sup>th</sup> at 12:00 pm with agenda items to include water modeling, 2021-2022 City street project costs, new building land purchase, Power Plant Substation, and City internet project. Tentative future Labor Committee agenda items will include new logo, software options for accounting & billing, and rate study. Tentative future Planning Committee agenda items will include water treatment plant, agreement with David Turch & Associates (DTA), and new building.

For information: Upcoming events to note include:

- MRES Annual Meeting (Sioux Falls, SD): May 11-12 (DeBlieck/Laumer)
- Special MUC Meeting re MRES transmission presentation: Friday, June 3<sup>rd</sup> @ 11:00 am
- APPA National Conference (Nashville, TN): June 10-15 (DeBlieck/Laumer)
- MMUA Summer Conference (Madden's Resort): August 22-24 (Laumer/Johnson/DeBlieck)

There being no further business to come before the Commission, Commissioner Erickson offered a motion to adjourn. Commissioner Baumgart seconded the motion which carried by a vote of four ayes and zero nays, and the meeting was adjourned at 12:25 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

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Beth Mattheisen  
Executive Secretary

ATTEST:

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Shawn Mueske, Acting Secretary

**WILLMAR MUNICIPAL UTILITIES**  
**MUC Labor Committee Meeting Minutes**  
**Monday, May 2, 2022**  
**12:00 pm (WMU Conference Room)**

Attendees: Commissioners Kerry Johnson, Dave Baumgart & Bruce DeBlieck, General Manager John Harren, Director of Administration Janell Johnson, Energy & Safety Outreach Coordinator Chris Radel, Executive Secretary Beth Mattheisen, and Q Market Research Representative Rick Naymark.

Commissioner DeBlieck called the meeting to order at 12:00 pm. The first order of business was to establish the 2022 Chair and Vice Chair positions for the WMU Labor Committee. Commissioner Baumgart nominated Commissioner Johnson to serve as Chair for the WMU Labor Committee for 2022. Commissioner DeBlieck seconded the motion which carried by vote of three ayes and zero nays. Commissioner Johnson next nominated Commissioner Baumgart to serve as Vice Chair for the WMU Labor Committee for 2022. Commissioner DeBlieck seconded the motion which carried by vote of three ayes and zero nays.

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**1) WMU Customer Satisfaction Survey Results:**

Q Market Research Rep Naymark reviewed with the Committee the findings of the customer survey conducted in November/December 2021. The team at Q Market Research conduct customer satisfaction surveys for electric, gas, water, and sewer utilities. Survey results identify both strengths and areas for improving consumer services/satisfaction. Randomly selected WMU customers (1,000) were sent the satisfaction surveys. A complete overview of the survey results was presented. Positive input received from the general public including Net Promoter Score (NPS) near excellent rating. Also receiving a Value Enhancement Score of 6.15 which reflects an excellent satisfaction for overall services provided. Reliability, efficiency, friendly staff, and strong services were some of the noted key comments included. The 2021 customer satisfaction survey will serve as a benchmark for future like-surveys.

Additional discussion regarding customer comments and resolve were reviewed. The follow-up process relating to the comments was discussed. Additional comments to be addressed included water quality data and available energy rebates information. Additional promoting of energy rebates began the first of this year with positive input already received. Future items of interest to our community were addressed with focus emphasizing current reliability standards and how to maintain it. WMU should be proud of the positive input received. One item of note was to further address outage situation communications with our customers.

Rep Naymark concluded by stating that this was a very positive customer satisfaction survey which for most participants reflects a favorable view of WMU and the services provided. WMU employees should be proud of the job being done.

(This was for information only. No action required.)

**2) 2022 Customer Outreach/Community Events discussion:**

Energy & Safety Coordinator Radel presented two options for community events for 2022 that would best serve our customers via outreach programs/events. Option #1 was to continue with the traditional Open House as in the past. Option 2 for consideration was to hold multiple events which are intended to reach a greater diversity of our customer base. The multiple outreach events would directly encompass more community members and their families and provide additional knowledge of their utility services and energy programs available.

Following discussion, it was a consensus of the Labor Committee to select Option 2 to conduct the multiple outreach events for 2022. Additional information will be provided to our customers as the events are scheduled. Regarding the business customers, it was noted that key accounts are contacted annually to seek input and to provide insight to the business community relating to energy services and other utility services. Radel is also involved in EDC outreach in the Willmar community which further expands the efforts.

Future expansion of educational topics will include marketing EV and charging stations, and to continue promoting WMU's clean energy programs and 100% carbon-free power supply.

**Action:**

It was a consensus of the Labor Committee to select Option 2 to conduct the multiple community events as presented (enhanced customer outreach). This recommendation will be presented to the Commission for approval at the next regular MUC meeting.

**3) New WMU logo:**

Energy & Safety Coordinator Radel informed the Committee that the process to redesign the current WMU logo is moving forward. The intent of the new logo would be to better reflect the services of the Utility and present a more recognizable image of WMU. Several options were presented for consideration. Following input from the Committee, selected options will now be forwarded to a designer to enhance the versions selected for review.

(This was for information only. No action required.)

**4) Miscellaneous:**

General Manager Harren provided an overview of the proposals received for the upgrading of the financial/accounting and utility billing software project. WMU will be upgrading its current software to provide more concise and advanced service processes. Six RFPs had been received with additional demos presented by the top candidates. Within the next month, staff will determine which software provider would best meet the needs of the Utility. At that time, the Labor Committee and Commission will be requested to support the staff's recommendation, and to enter into an agreement for the accounting/financial and billing software options.

**5) Adjournment:**

There being no further business to come before the WMU Labor Committee, Commissioner Johnson offered a motion to adjourn. Commissioner Baumgart seconded the motion which carried, and the meeting was adjourned by a vote of three ayes and zero nays at 1:12 pm.

Report Selection:

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

INCLUSIONS:

Fund & Account. thru  
Check.. Date..... 04/23/2022 thru 05/10/2022  
Source Codes..... thru  
Journal Entry Dates..... thru  
Journal Entry Ids..... thru  
Check.. Number..... thru  
Project..... thru  
Vendor..... thru  
Invoice..... thru  
Purchase Order..... thru  
Bank..... thru  
Payment Method...  
Totals Only?..... N  
1099 Vendors Only?.....  
Lower Dollars Limit.....  
Create Excel file & Download N

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01		MNWIPRT11	N	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
ACE ROLLOFFS & DISPOSAL			003696											
	64823	05/10/22	GARBAGE SERVICE-MAY	846.00		200		D	-				CLEANING AND WAS	101.43425.0338
	64823	05/10/22	GARBAGE SERVICE-MAY	595.88		200		D	-				CLEANING AND WAS	101.43425.0338
	64823	05/10/22	GARBAGE SERVICE-MAY	352.50		213		D	-				CLEANING AND WAS	101.43425.0338
	64823	05/10/22	GARBAGE SERVICE-MAY	132.57		238		D	-				CLEANING AND WAS	101.41408.0338
	64823	05/10/22	GARBAGE SERVICE-MAY	207.62		239		D	-				CLEANING AND WAS	101.43425.0338
	64823	05/10/22	GARBAGE SERVICE-MAY	26.21		240		D	-				CLEANING AND WAS	651.48484.0338
	64823	05/10/22	GARBAGE SERVICE-MAY	214.40		241		D	-				CLEANING AND WAS	651.48484.0338
	64823	05/10/22	GARBAGE SERVICE-MAY	105.13		242		D	-				CLEANING AND WAS	101.45437.0338
			VENDOR TOTAL	2,480.31										
													*CHECK TOTAL	
				2,480.31										
ALEX AIR APPARATUS INC			002061											
	64773	04/28/22	ANNUAL FIT TEST ALL FF	1,089.00		5388		D	-				PROFESSIONAL SER	101.42412.0446
	64773	04/28/22	COMP. AIR QUALITY TEST	141.25		5390		D	-				PROFESSIONAL SER	101.42412.0446
			VENDOR TOTAL	1,230.25										
													*CHECK TOTAL	
				1,230.25										
ALPHA TOOLS, LLC			003717											
	64824	05/10/22	SHOP SUPPLIES-SOAP	37.74		040722		D	-				GENERAL SUPPLIES	101.43425.0229
ALPHA VIDEO & AUDIO INC			000041											
	64774	04/28/22	2022 SFTW MTCE CONTRAC	1,500.00		14396		D	-				MTCE. OF EQUIPME	101.45001.0334
	64774	04/28/22	2022 CABLE CAST SERVIC	2,070.00		14396		D	-				SUBSCRIPTIONS AN	101.45001.0443
			VENDOR TOTAL	3,570.00										
													*CHECK TOTAL	
				3,570.00										
AMAZON CAPITAL SERVICES			003557											
	64825	05/10/22	CELL PHONE CABLES	18.96		1Q1F-DP69-1LJT		D	-				SMALL TOOLS	101.41409.0221
AMERICAN WELDING & GAS I			000057											
	64775	04/28/22	FIRE EXT REFILL/ORING RP	25.45		08375431		D	-				MTCE. OF EQUIPME	101.42411.0334
	64775	04/28/22	FIRE EXT REFILL/ORING RP	25.45		08401165		D	-				MTCE. OF EQUIPME	101.42411.0334
			VENDOR TOTAL	50.90										
													*CHECK TOTAL	
				50.90										
ANDERSON LAW OFFICES			002954											
	64826	05/10/22	LEGAL SERVICES-APR	19,325.53		2184		D	N	01			PROFESSIONAL SER	101.41406.0446
ARAMARK			000051											
	64827	05/10/22	UNIFORM RENTAL	13.64		256000101143		D	-				RENTS	101.42412.0440
	64827	05/10/22	UNIFORM RENTAL	13.64		256000103797		D	-				RENTS	101.42412.0440
			VENDOR TOTAL	27.28										
													*CHECK TOTAL	
				27.28										
AT&T MOBILITY			000075											
	64828	05/10/22	PHONE SERVICE-APR	1,165.57		05032022		D	-				COMMUNICATIONS	101.41409.0330



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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
CARRANZA/NORMA I			002542							
	64835	05/10/22	INTERPRETED 3/22/22	120.00		45		D N 01	PROFESSIONAL SER	101.42411.0446
CENTRACARE			003390							
	64782	04/28/22	PRE-EMPLOYMENT PHYSICALS	536.34		2500003662/APR		D -	SUBSISTENCE OF P	101.42412.0337
CHAPPELL CENTRAL INC			000156							
	64836	05/10/22	CHECKED ON CO DET SYST	1,753.85		SVC-104221		D -	MTCE. OF STRUCTU	101.43425.0225
	64836	05/10/22	CHECKED IND. SELECTOR	99.00		SVC-104319		D -	MTCE. OF EQUIPME	651.48484.0334
	64836	05/10/22	UPPER/LOWER THERMOSTAT	168.89		SVC-104425		D -	MTCE. OF STRUCTU	101.45427.0225
	64836	05/10/22	REPL UPPR/LOWR THERMOST.	148.50		SVC-104425		D -	MTCE. OF STRUCTU	101.45427.0335
			VENDOR TOTAL	2,170.24		*CHECK TOTAL				
				2,170.24						
CHARTER COMMUNICATIONS			000736							
	64783	04/28/22	PHONE SERVICE-APR	1,991.30		0009126042222		D -	COMMUNICATIONS	101.41409.0330
CITY OF WILLMAR-GENERAL			000292							
	64784	04/28/22	FIRE ALARM PERMIT	30.00		1		D -	LICENSES AND TAX	101.41408.0445
CODE 4 SERVICES INC			002984							
	64785	04/28/22	2023 CLOUD PLAN/WARRANTY	512.93		7134		D -	PREPAID EXPENSES	101.128000
	64785	04/28/22	2024 CLOUD PLAN/WARRANTY	171.01		7134		D -	PREPAID EXPENSES	101.128000
	64785	04/28/22	2 BODY CAMS & MOUNTS	964.36		7134		D -	SMALL TOOLS	101.42411.0221
	64785	04/28/22	2022 CLOUD PLAN/WARRANTY	341.92		7134		D -	SUBSCRIPTIONS AN	101.42411.0443
			VENDOR TOTAL	1,990.22		*CHECK TOTAL				
				1,990.22						
	64837	05/10/22	#220867 REMOTE START	560.48		7192		D -	MACHINERY AND AU	450.42412.0553
			VENDOR TOTAL	2,550.70						
				2,550.70						
COORDINATED BUSINESS SYS			003677							
	64786	04/28/22	MANAGED PRINT SERVICES	87.15		INV215964		D -	OFFICE SUPPLIES	208.45005.0220
	64786	04/28/22	PRINT/PAGE COUUNT	56.92		INV216477		D -	OFFICE SUPPLIES	101.41405.0220
			VENDOR TOTAL	144.07		*CHECK TOTAL				
				144.07						
CROW CHEMICAL & LIGHTING			000186							
	64787	04/28/22	CLEANING SUPPLIES	133.90		120852		D -	GENERAL SUPPLIES	651.48484.0229
	64838	05/10/22	MARC DRAIN OPENER	215.88		120896		D -	GENERAL SUPPLIES	651.48484.0229
	64838	05/10/22	CLEANING SUPPLIES	421.80		120955		D -	GENERAL SUPPLIES	101.43425.0229
			VENDOR TOTAL	637.68		*CHECK TOTAL				
				771.58						
DESIGN ELECTRIC INC			000203							
	64839	05/10/22	SIGNAL REPAIR-LABOR	100.00		16280		D -	MTCE. OF OTHER I	101.43417.0226
	64839	05/10/22	SIGNAL REPAIR-PARTS	382.50		16280		D -	MTCE. OF OTHER I	101.43417.0336
			VENDOR TOTAL	482.50		*CHECK TOTAL				
				482.50						

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
DOOLEY'S PETROLEUM INC			000212											
	64788	04/28/22	123.6 GALLONS UNLEADED	456.59		59955		D	-				MOTOR FUELS AND	651.48484.0222
	64788	04/28/22	1,146.2 GALLONS DIESEL	5,701.66		63263		D	-				MOTOR FUELS AND	651.48484.0222
			VENDOR TOTAL	6,158.25		*CHECK TOTAL								
DUININCK CONCRETE			000151											
	64840	05/10/22	TRIAL MIX-R.I.	1,205.79		550135		D	-				MTCE. OF OTHER I	101.43425.0226
FASTENAL COMPANY			001188											
	64841	05/10/22	KDS 12 PC COMBIN. PLIERS	315.09		MNWIL201656		D	-				SMALL TOOLS	651.48484.0221
FERGUSON ENTERPRISES INC			000810											
	64789	04/28/22	PLUMBING PARTS	2,203.96		9207762		D	-				MTCE. OF STRUCTU	101.45437.0225
	64789	04/28/22	PLUMBING PARTS	5,527.21		9207780		D	-				MTCE. OF STRUCTU	101.45432.0225
	64789	04/28/22	PLUMBING PARTS	27.22		9218893		D	-				MTCE. OF STRUCTU	101.45432.0225
	64789	04/28/22	PLUMBING PARTS	66.73		9220197		D	-				MTCE. OF STRUCTU	101.45432.0225
	64789	04/28/22	PLUMBING PARTS	60.06		9220246		D	-				MTCE. OF STRUCTU	101.45432.0225
	64789	04/28/22	PLUMBING PARTS	12.90		9220775		D	-				MTCE. OF STRUCTU	101.45432.0225
	64789	04/28/22	PLUMBING PARTS	40.00		9221319		D	-				MTCE. OF STRUCTU	101.45432.0225
	64789	04/28/22	PLUMBING PARTS	14.83		9244424		D	-				MTCE. OF STRUCTU	101.43425.0225
			VENDOR TOTAL	7,952.91		*CHECK TOTAL								
FIRESIDE HEARTH & HOME			.00840											
	64842	05/10/22	ANNL MAINT FOR FIREPLACE	199.00		593-7834		D	-				MTCE. OF EQUIPME	101.45433.0334
FORUM COMMUNICATIONS COM			002269											
	64790	04/28/22	AERATION WARNING	821.76		I2022.00004705		D	-				ADVERTISING	101.43425.0447
	64790	04/28/22	DOG/CAT LICENCE NOTICE	66.76		I2022.00012448		D	-				PRINTING AND PUB	101.41403.0331
	64790	04/28/22	DOG/CAT LICENCE NOTICE	47.08		I2022.00012449		D	-				PRINTING AND PUB	101.41403.0331
			VENDOR TOTAL	935.60		*CHECK TOTAL								
FRAMEWORK INC			003459											
	64843	05/10/22	WEBSITE UPDATE	150.00		002313		D	-				COMMUNICATIONS	208.45005.0330
GALLS LLC			000288											
	64791	04/28/22	EXPLORER CLOTHING	60.41		020845703		D	-				SUBSISTENCE OF P	101.42411.0227
	64791	04/28/22	REPLACEMENT BADGE 3108	131.50		020929450		D	-				SUBSISTENCE OF P	101.42411.0227
	64791	04/28/22	REPLACEMENT BADGE 3108	131.50		020938814		D	-				SUBSISTENCE OF P	101.42411.0227
			VENDOR TOTAL	323.41		*CHECK TOTAL								
GENERAL MAILING SERVICES			000293											
	64792	04/28/22	POSTAGE 4/14/22	67.91		62744		D	-				POSTAGE	208.45006.0223
	64844	05/10/22	POSTAGE 2/11-2/15/22	66.35		62467		D	-				POSTAGE	208.45006.0223



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GENERAL MAILING SERVICES 000293														
	64844	05/10/22	POSTAGE 04/18-04/22/22	18.36		62809		D	-				POSTAGE	101.41402.0223
	64844	05/10/22	POSTAGE 04/18-04/22/22	2.39		62809		D	-				POSTAGE	101.41403.0223
	64844	05/10/22	POSTAGE 04/18-04/22/22	101.57		62809		D	-				POSTAGE	101.41405.0223
	64844	05/10/22	POSTAGE 04/18-04/22/22	15.00		62809		D	-				POSTAGE	101.41408.0223
	64844	05/10/22	POSTAGE 04/18-04/22/22	2.72		62809		D	-				POSTAGE	101.42412.0223
	64844	05/10/22	POSTAGE 04/18-04/22/22	0.68		62809		D	-				POSTAGE	101.45432.0223
	64844	05/10/22	POSTAGE 04/18-04/22/22	2.04		62809		D	-				POSTAGE	230.43430.0223
	64844	05/10/22	POSTAGE 04/25-04/29/22	3.40		62912		D	-				POSTAGE	101.41400.0223
	64844	05/10/22	POSTAGE 04/25-04/29/22	29.23		62912		D	-				POSTAGE	101.41402.0223
	64844	05/10/22	POSTAGE 04/25-04/29/22	22.99		62912		D	-				POSTAGE	101.41405.0223
	64844	05/10/22	POSTAGE 04/25-04/29/22	15.00		62912		D	-				POSTAGE	101.41408.0223
	64844	05/10/22	POSTAGE 04/25-04/29/22	1.36		62912		D	-				POSTAGE	101.42412.0223
	64844	05/10/22	POSTAGE 04/25-04/29/22	1.36		62912		D	-				POSTAGE	101.43425.0223
	64844	05/10/22	POSTAGE 04/25-04/29/22	2.97		62912		D	-				POSTAGE	101.45432.0223
				285.42										
			VENDOR TOTAL	353.33		*CHECK TOTAL								
GOODIN COMPANY 002835														
	64845	05/10/22	HEADWORKS-SCREW PUMPS	722.13		05271598-00		D	-				MTCE. OF OTHER I	651.48484.0226
	64845	05/10/22	HEADWORKS-SCREW PUMPS	221.97		05271598-01		D	-				MTCE. OF OTHER I	651.48484.0226
	64845	05/10/22	HDWKS AIR LINES-SCREW PM	41.05		05274092-00		D	-				MTCE. OF OTHER I	651.48484.0226
				985.15									*CHECK TOTAL	
			VENDOR TOTAL	985.15										
GRAND RENTAL STATION 001887														
	64793	04/28/22	R.I. SHELTER CHAIRS	3,640.46		1-569873		D	-				SMALL TOOLS	101.45432.0221
	64793	04/28/22	R.I. SHELTER TABLES	2,978.04		1-569874		D	-				SMALL TOOLS	101.45432.0221
				6,618.50									*CHECK TOTAL	
			VENDOR TOTAL	6,618.50										
GREAT PLAINS STRUCTURES 003716														
	64846	05/10/22	12 ZINC ANODE BARS	7,800.00		21277		D	-				MTCE. OF STRUCTU	651.48486.0225
	64846	05/10/22	SHIPPING OF ANODE BARS	400.00		21278		D	-				POSTAGE	651.48486.0223
				8,200.00									*CHECK TOTAL	
			VENDOR TOTAL	8,200.00										
HATZINGER/MATTHEW J 003035														
	64794	04/28/22	MWOA SECTION MTG	156.89		041922		D	-				TRAVEL-CONF.-SCH	651.48484.0333
HAUG-KUBOTA LLC 002609														
	64847	05/10/22	SHOCK FOR MOWER	34.99		19337		D	-				MTCE. OF EQUIPME	651.48484.0224
HAWKINS INC 000325														
	64848	05/10/22	FERRIC CHLORIDE	7,008.22		6172226		D	-				GENERAL SUPPLIES	651.48484.0229
HIGH POINT NETWORKS INC 002299														
	64849	05/10/22	DELL LAPTOP & DOCKING	2,169.00		202717		D	-				SMALL TOOLS	101.41409.0221



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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
INTERSTATE DISTRIBUTION			003714							
	64799	04/28/22	IND BLOWER BELTS	628.87		2640192 RI		D -	MTCE. OF EQUIPME	651.48484.0224
JOHANNECK WTR CONDITIONI			003355							
	64855	05/10/22	COOLER RENTAL	1.00		CR1711-3-117		D -	RENTS	651.48484.0440
	64855	05/10/22	COOLER RENTAL	2.00		CR1711-3-129		D -	RENTS	651.48484.0440
	64855	05/10/22	COOLER RENTAL/RO SYSTEM	46.00		ER1801-3-052		D -	RENTS	101.41408.0440
	64855	05/10/22	DRINKING WATER	32.00		92748		D -	GENERAL SUPPLIES	651.48484.0229
	64855	05/10/22	DRINKING WATER	42.00		92997		D -	GENERAL SUPPLIES	651.48484.0229
	64855	05/10/22	DRINKING WATER	26.00		93230		D -	GENERAL SUPPLIES	651.48484.0229
	64855	05/10/22	DRINKING WATER	40.00		93545		D -	GENERAL SUPPLIES	651.48484.0229
	64855	05/10/22	DRINKING WATER	46.00		93548		D -	GENERAL SUPPLIES	651.48484.0229
				235.00						
			VENDOR TOTAL	235.00						
										*CHECK TOTAL
K M FIRE PUMP SPECIALIST			000371							
	64856	05/10/22	#171950 REPAIR-PARTS	937.50		8021		D N 01	MTCE. OF EQUIPME	101.42412.0224
	64856	05/10/22	#171950 REPAIR-LABOR	540.00		8021		D N 01	MTCE. OF EQUIPME	101.42412.0334
				1,477.50						
			VENDOR TOTAL	1,477.50						
										*CHECK TOTAL
KANDI STEEL AND FAB			000867							
	64857	05/10/22	METAL FOR BRACKETS	49.06		3962		D -	MTCE. OF STRUCTU	101.45433.0225
KING'S ELECTRIC LLC			003138							
	64858	05/10/22	LABOR-CHECK AUTO DOOR	100.00		2056		D -	MTCE. OF STRUCTU	101.45435.0335
	64858	05/10/22	PARTS-REPLACE RECEPTABLE	2.14		2060		D -	MTCE. OF STRUCTU	101.45435.0225
	64858	05/10/22	LABOR-REPLACE RECEPTABLE	100.00		2060		D -	MTCE. OF STRUCTU	101.45435.0335
	64858	05/10/22	PARTS-TABLESAW/WOODSHOP	475.26		2061		D -	MTCE. OF STRUCTU	101.45435.0225
	64858	05/10/22	LABOR-TABLESAW/WOODSHOP	870.00		2061		D -	MTCE. OF STRUCTU	101.45435.0335
	64858	05/10/22	REPL. BALLAST-PARTS	43.32		2065		D -	MTCE. OF STRUCTU	101.41408.0225
	64858	05/10/22	REPL. BALLAST-LABOR	100.00		2065		D -	MTCE. OF STRUCTU	101.41408.0335
				1,690.72						
			VENDOR TOTAL	1,690.72						
										*CHECK TOTAL
KRISS PREMIUM PRODUCTS I			002122							
	64859	05/10/22	JET METER	252.57		177393		D -	MTCE. OF EQUIPME	101.45433.0224
KVEENE/CHRIS			003399							
	64800	04/28/22	KNOWBE4 CONFRENCE	1,663.08		042522		D -	TRAVEL-CONF.-SCH	101.41409.0333
LEAGUE OF MN CITIES			000412							
	64860	05/10/22	BOX-LMC CONF REGIS.	489.00		363557		D -	TRAVEL-CONF.-SCH	101.41400.0333
LITTLE CROW SKI SHOWS			000417							
	64861	05/10/22	2022 SPONSORSHIP	1,000.00		6893		D -	OTHER CHARGES	208.45013.0449
LOCAL GOV'T INFORMATION			003226							
	64862	05/10/22	MONTHLY SUBSCIP.-MAY	2,297.00		52075		D -	SUBSCRIPTIONS AN	101.41409.0443

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LOFFLER COMPANIES						002593								
	64801	04/28/22	FINANCE CHARGE	0.49		3941372		D	-				COMMUNICATIONS	208.45005.0330
	64801	04/28/22	FINANCE CHARGE	0.52		3966482		D	-				COMMUNICATIONS	208.45005.0330
				1.01		*CHECK TOTAL								
	64863	05/10/22	CONTRACT USAGE-APR	240.43		4023154		D	-				PROFESSIONAL SER	101.41409.0446
			VENDOR TOTAL	241.44										
LORI FORMO						.03157								
	64864	05/10/22	SHELTER RENTAL REFUND	130.00		042622		D	-				REFUNDS AND REIM	101.41428.0882
MARCO TECHNOLOGIES LLC						000437								
	64865	05/10/22	SHREDDING SERVICE	27.08		INV9897746		D	-				PROFESSIONAL SER	101.41403.0446
MARCO TECHNOLOGIES LLC						001838								
	64866	05/10/22	COPIER LEASE-MAY	149.67		470562232		D	-				RENTS	101.45432.0440
MARIA RODRIGUEZ						.03158								
	64867	05/10/22	DAMAGE DEPOSIT REFUND	100.00		042622		D	-				REFUNDS AND REIM	101.41428.0882
MATHESON TRI-GAS INC						002898								
	64802	04/28/22	GAS WELDER/GLOVES	74.32		0025408235		D	-				GENERAL SUPPLIES	101.45433.0229
MENARDS						000449								
	64803	04/28/22	31 PC TOOL SET	24.97		32019		D	-				SMALL TOOLS	101.42412.0221
	64803	04/28/22	BOTTLED WATER	67.19		32019		D	-				GENERAL SUPPLIES	101.42412.0229
	64803	04/28/22	PROPANE TORCH	76.94		35260		D	-				SUBSISTENCE OF P	651.48484.0227
	64803	04/28/22	SOLDER BOX	25.14		35320		D	-				SMALL TOOLS	651.48484.0221
	64803	04/28/22	PLANT SUPPLIES	10.74		35556		D	-				GENERAL SUPPLIES	651.48484.0229
	64803	04/28/22	WALL ADHESIVE	90.08		35617		D	-				GENERAL SUPPLIES	101.41408.0229
	64803	04/28/22	BATTERIES	45.71		35617		D	-				MTCE. OF EQUIPME	101.45427.0224
	64803	04/28/22	REPAIR TO WATER HEATER	133.06		35656		D	-				MTCE. OF EQUIPME	651.48484.0224
	64803	04/28/22	ENTRY ALERT/CHIME PLUG	34.98		35667		D	-				SMALL TOOLS	101.41408.0221
	64803	04/28/22	BATTERIES	9.97		35667		D	-				MTCE. OF EQUIPME	101.41408.0224
				518.78		*CHECK TOTAL								
	64868	05/10/22	PIPE FITTING-OIL DIST SY	198.46		35297		D	-				MTCE. OF EQUIPME	101.43425.0224
	64868	05/10/22	LOCK/COIL	35.93		35317		D	-				MTCE. OF EQUIPME	101.45433.0224
	64868	05/10/22	DOOR SWEEP	28.88		35414		D	-				MTCE. OF STRUCTU	101.43425.0225
	64868	05/10/22	SPRAY FOAM	5.78		35429		D	-				GENERAL SUPPLIES	101.43425.0229
	64868	05/10/22	SMALL TOOL-SHIELD BLADE	50.92		35569		D	-				SMALL TOOLS	101.45433.0221
	64868	05/10/22	WOOD/SCREWS/TAPE & FLOOR	287.53		35569		D	-				MTCE. OF STRUCTU	101.45433.0225
	64868	05/10/22	PAINT FOR FLOOR	11.47		35618		D	-				MTCE. OF STRUCTU	101.45433.0225
	64868	05/10/22	PLANT SUPPLIES	92.35		35714		D	-				GENERAL SUPPLIES	651.48484.0229
	64868	05/10/22	DEF FLUID	37.47		35953		D	-				MTCE. OF EQUIPME	101.42412.0224
	64868	05/10/22	ICE SPRAY-WAX/MTN RAIN	27.41		35953		D	-				GENERAL SUPPLIES	101.42412.0229
	64868	05/10/22	STREET ELBOW/SEWER PIPE	27.19		36068		D	-				MTCE. OF OTHER I	101.43425.0226
	64868	05/10/22	MSP/LEVEL/MIP BRAS	77.98		36098		D	-				SMALL TOOLS	101.43425.0221
	64868	05/10/22	BALL VALVE/HOSE ADAPTER	45.30		36098		D	-				MTCE. OF STRUCTU	101.43425.0225



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
MUNICIPAL UTILITIES			000541											
			VENDOR TOTAL	55,837.86										
MUSE/AMAL			003715											
64809	04/28/22	INTERPRETED	4/19/22	65.00		041922		D	-				PROFESSIONAL SER	101.42411.0446
MVTL LABORATORIES INC			000544											
64810	04/28/22	LAB TESTING		857.00		1139162		D	-				PROFESSIONAL SER	651.48484.0446
64810	04/28/22	LAB TESTING		277.00		1140127		D	-				PROFESSIONAL SER	651.48484.0446
				1,134.00		*CHECK TOTAL								
64875	05/10/22	LAB TESTING		158.00		1141342		D	-				PROFESSIONAL SER	651.48484.0446
			VENDOR TOTAL	1,292.00										
MVTV WIRELESS			003372											
64876	05/10/22	AIRPORT INTERNET-MAY		162.95		20220501-1		D	-				COMMUNICATIONS	101.41409.0330
NAT'L LEAGUE OF CITIES			000555											
64877	05/10/22	2023 MEMBERSHIP DUES		668.31		177730		D	-				PREPAID EXPENSES	101.128000
64877	05/10/22	2022 MEMBERSHIP DUES		935.69		177730		D	-				SUBSCRIPTIONS AN	101.41400.0443
				1,604.00		*CHECK TOTAL								
			VENDOR TOTAL	1,604.00										
NATIONAL PELRA			.03159											
64878	05/10/22	2023 MN MBRP-SIETSEMA		53.75		032122		D	-				PREPAID EXPENSES	101.128000
64878	05/10/22	2022 MN MBRP-SIETSEMA		161.25		032122		D	-				SUBSCRIPTIONS AN	101.41420.0443
				215.00		*CHECK TOTAL								
			VENDOR TOTAL	215.00										
NCL OF WISCONSIN INC			001627											
64811	04/28/22	LAB SUPPLIES		267.66		469597		D	-				GENERAL SUPPLIES	651.48484.0229
64879	05/10/22	LAB SUPPLIES		1,054.31		470049		D	-				GENERAL SUPPLIES	651.48484.0229
			VENDOR TOTAL	1,321.97										
NEO ELECTRICAL SOLUTIONS			003690											
64880	05/10/22	MALSR-ANNUAL/FAA GRND		3,620.00		1309		D	-				MTCE. OF OTHER I	230.43430.0336
NORTHERN STATES SUPPLY			000585											
64881	05/10/22	WING NUT		11.72		10-601004		D	-				SMALL TOOLS	101.43425.0221
64881	05/10/22	JOBSITE MARKER		2.27		10-601004		D	-				MTCE. OF EQUIPME	101.43425.0224
64881	05/10/22	DRILL BITS		19.52		10-601049		D	-				SMALL TOOLS	101.43425.0221
64881	05/10/22	DRILL BIT		28.44		10-601175		D	-				SMALL TOOLS	101.43425.0221
64881	05/10/22	ANCHOR		28.89		10-601175		D	-				MTCE. OF EQUIPME	101.43425.0224
64881	05/10/22	SAW BLADE		14.81		10-601188		D	-				SMALL TOOLS	101.43425.0221
64881	05/10/22	ANCHOR		2.23		10-601188		D	-				MTCE. OF EQUIPME	101.43425.0224
64881	05/10/22	BOLTS-TOWN SHOP		278.91		10-601217		D	-				GENERAL SUPPLIES	651.48484.0229
64881	05/10/22	CUTTER		93.48		10-601236		D	-				SMALL TOOLS	101.43425.0221
64881	05/10/22	BLACK CABLE TIE-HVY DUTY		275.19		10-601236		D	-				GENERAL SUPPLIES	101.43425.0229

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
NORTHERN STATES SUPPLY 000585														
	64881	05/10/22	PPE-TEMPLER & BAKER	293.29		10-601399		D	-				SUBSISTENCE OF P	651.48484.0227
	64881	05/10/22	BLADES	25.37		10-601647		D	-				SMALL TOOLS	101.43425.0221
	64881	05/10/22	BOLTS	24.63		10-601647		D	-				MTCE. OF EQUIPME	101.43425.0224
	64881	05/10/22	STAINLESS STEAL BOLTS	22.13		1593049		D	-				GENERAL SUPPLIES	651.48484.0229
	64881	05/10/22	STAINLESS STEAL BOLTS	32.12		1593288		D	-				GENERAL SUPPLIES	651.48484.0229
	64881	05/10/22	BOLTS	49.17		1593308		D	-				MTCE. OF EQUIPME	101.43425.0224
	64881	05/10/22	BOLTS	61.28		1593309		D	-				MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	1,263.45										
				1,263.45									*CHECK TOTAL	
O'REILLY AUTOMOTIVE INC 000650														
	64882	05/10/22	TIRE SHINE/CAR CLEANER	19.98		1528-392297		D	-				GENERAL SUPPLIES	101.43425.0229
	64882	05/10/22	#183429 WHEEL BEARING	156.38		1528-392990		D	-				INVENTORIES-MDSE	101.125000
	64882	05/10/22	#142845 SPARK PLUGS/BOOT	152.96		1528-393850		D	-				INVENTORIES-MDSE	101.125000
	64882	05/10/22	#215384 OIL FILTER	4.99		1528-395633		D	-				INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	334.31										
				334.31									*CHECK TOTAL	
OPG-3 INC 003249														
	64812	04/28/22	2023 LASERFISCH LICENS	1,549.50		5623		D	-				PREPAID EXPENSES	101.128000
	64812	04/28/22	2022 LASERFISCH LICENS	4,648.50		5623		D	-				LICENSES AND TAX	101.41409.0445
			VENDOR TOTAL	6,198.00										
				6,198.00									*CHECK TOTAL	
OUTSTATE DATA LLC 002893														
	64883	05/10/22	GRAIN BIN RESCUE TUBES	250.00		041522		D	-				SMALL TOOLS	101.42412.0221
PAPER & THREADS LLC 002895														
	64884	05/10/22	EXPLORER PULL-OVERS	90.00		042022		D	-				SUBSISTENCE OF P	101.42411.0227
PEST PRO II 001968														
	64885	05/10/22	PEST CONTROL INSPECTION	38.00		34701		D	-				MTCE. OF STRUCTU	101.45435.0335
PETERSON SHOE STORE 000608														
	64813	04/28/22	ROSEN-SAFETY BOOTS	161.49		217181		D	-				SUBSISTENCE OF P	651.48484.0227
	64813	04/28/22	LUNGSTROM-SAFETY BOOTS	175.00		217789		D	-				SUBSISTENCE OF P	651.48484.0227
			VENDOR TOTAL	336.49										
				336.49									*CHECK TOTAL	
	64886	05/10/22	MARCUS-SAFETY BOOTS	175.00		216948		D	-				SUBSISTENCE OF P	101.45433.0227
			VENDOR TOTAL	511.49										
PIONEERLAND LIBRARY SYST 000614														
	64887	05/10/22	2ND QTR OPERATIONAL	109,333.00		050922		D	-				OTHER CHARGES	101.45426.0449
PREMIUM WATERS INC 000374														
	64888	05/10/22	DRINKING WATER	9.00		330479606		D	-				GENERAL SUPPLIES	101.45435.0229



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
PRINSCO INC						002165								
	64889	05/10/22	RAV PARK TILE	137.00			344426-10		D	-			MTCE. OF OTHER I	101.43425.0226
QUICK SIGNS						001093								
	64890	05/10/22	STICKERS FOR BIKES	127.00			179339		D	-			GENERAL SUPPLIES	236.45436.0229
R & R SPECIALTIES INC						000636								
	64814	04/28/22	ICE PAINT	2,875.00			0075597-IN		D	-			GENERAL SUPPLIES	101.45433.0229
RAMBOW INC						000639								
	64891	05/10/22	YOUTH SB JERSEY'S	89.08			314456		D	-			GENERAL SUPPLIES	101.45432.0229
RIDGEWATER COLLEGE						001136								
	64892	05/10/22	EMS REFRESHER COURSE	1,400.00			00240479		D	-			TRAVEL-CONF.-SCH	101.42412.0333
	64892	05/10/22	CPR CLASS-CITY EMPLOYEES	210.00			00240559		D	-			SAFETY PROGRAM	101.42428.0817
			VENDOR TOTAL	1,610.00										
														*CHECK TOTAL
RULE TIRE SHOP						000665								
	64815	04/28/22	TRAILER TIRES	480.00			1-56309		D	-			INVENTORIES-MDSE	101.125000
SAMBATEK, INC						003713								
	64816	04/28/22	PROFESSIONAL SERVICES	3,500.00			21756		D	-			PROFESSIONAL SER	430.43430.0446
SHERWIN WILLIAMS CO						000690								
	64893	05/10/22	CPAINT-COMMUNITY CENTER	53.12			5090-9		D	-			MTCE. OF STRUCTU	101.45435.0225
	64893	05/10/22	PAINT-ENGIN. OFFICE	56.69			5221-0		D	-			MTCE. OF STRUCTU	101.41408.0225
	64893	05/10/22	PAINT-FIELDS	528.32			5497-6		D	-			GENERAL SUPPLIES	101.45432.0229
	64893	05/10/22	PAINT-FIELD	1,056.64			6081-7		D	-			GENERAL SUPPLIES	101.43425.0229
	64893	05/10/22	PAINT-LESLIE'S OFFICE	224.27			6260-7		D	-			MTCE. OF STRUCTU	101.41408.0225
			VENDOR TOTAL	1,919.04										*CHECK TOTAL
SPRINT						000578								
	64817	04/28/22	CELL PHONE USAGE-MAR	69.98			317498885-167		D	-			COMMUNICATIONS	101.41409.0330
ST. CLOUD ACOUSTICS, INC						.03160								
	64894	05/10/22	ACOUSTIC PANELS-4 SEAS	5,714.25			6202		D	-			MTCE. OF STRUCTU	101.45432.0225
STATE OF MN						000715								
	64818	04/28/22	LEGAL SERVICES	322.50			516841-1		D	-			PROFESSIONAL SER	101.41406.0446
STERLING WATER-MINNESOTA						000188								
	64895	05/10/22	SOFTENER RENTAL-MAY	19.45			315X03017307		D	-			RENTS	101.45435.0440
THOMPSON						003273								
	64896	05/10/22	*PETTY CASH/JU STAMPS-ELECTION JUDGE RT	92.80			040622		D	-			POSTAGE	101.41424.0223
	64896	05/10/22	TITLE FEE/TABS 2022 RTV	38.50			041322		D	-			LICENSES AND TAX	101.45433.0445



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
THOMPSON	*PETTY CASH/JU		003273											
	64896	05/10/22	TABS-#16-2878 (CAR#22)	14.25		042822		D	-				LICENSES AND TAX	101.42411.0445
				145.55	*CHECK	TOTAL								
			VENDOR TOTAL	145.55										
TOWMASTER			002674											
	64897	05/10/22	#118382 & #154576 TAILGA	436.90		448723		D	-				INVENTORIES-MDSE	101.125000
US BANK EQUIPMENT FINANC			003143											
	64819	04/28/22	COPIER LEASE-APR	157.00		469390371		D	-				RENTS	101.42411.0440
	64898	05/10/22	COPIER LEASE-MAY	701.80		471421396		D	-				SUBSCRIPTIONS AN	101.41410.0443
			VENDOR TOTAL	858.80										
WEST CENTRAL COMMUNICATI			000796											
	64820	04/28/22	#088706 ANTENNA/MIC HLDR	54.00		093588S		D	-				INVENTORIES-MDSE	101.125000
	64820	04/28/22	#185284 ANTENNA/MIC HLDR	69.90		093588S		D	-				INVENTORIES-MDSE	101.125000
				123.90	*CHECK	TOTAL								
	64899	05/10/22	WCC FILING FEE-2 LICENS.	90.00		093751S		D	-				LICENSES AND TAX	651.48485.0445
			VENDOR TOTAL	213.90										
WEST CENTRAL ELECTRIC SU			000798											
	64900	05/10/22	ELECTR. PARTS FOR R.I.	38.78		042622		D	-				MTCE. OF STRUCTU	101.45432.0225
WEST CENTRAL INTERPRETIN			003462											
	64901	05/10/22	TRANSL. 29 DOC-SPANISH	3,811.50		COW-0001		D	-				OTHER CHARGES	101.41402.0449
WEST CENTRAL SANITATION			000805											
	64902	05/10/22	RECYCLING-JUN	53.59		12452172		D	-				CLEANING AND WAS	651.48484.0228
WEST CENTRAL STEEL INC			000806											
	64821	04/28/22	STEEL FOR HOSE RACKS	1,555.32		1529031		D	-				FURNITURE AND EQ	450.43425.0552
WILLMAR CHAMBER OF COMME			000812											
	64822	04/28/22	LEADERSHIP PERSPECTIVE	1,000.00		042522		D	-				OTHER CHARGES	101.41401.0449
	64903	05/10/22	DIRECTOR & ADMIN WAGE	10,340.62		53791		D	-				SALARIES-REG. EM	208.45005.0110
	64903	05/10/22	INSURANCE	1,562.36		53791		D	-				EMPLOYER PENSION	208.45005.0113
	64903	05/10/22	FICA	609.34		53791		D	-				EMPLOYER PENSION	208.45005.0113
	64903	05/10/22	MEDICARE	142.50		53791		D	-				EMPLOYER PENSION	208.45005.0113
	64903	05/10/22	IRA CONTRIBUTION	239.75		53791		D	-				EMPLOYER PENSION	208.45005.0113
	64903	05/10/22	STATE UNEMPLOYMENT TAX	132.18		53791		D	-				EMPLOYER PENSION	208.45005.0113
	64903	05/10/22	PHOTO COPIES-MAY	7.08		53791		D	-				OFFICE SUPPLIES	208.45005.0220
	64903	05/10/22	PAYROLL/FLEX FEES	210.98		53791		D	-				OTHER SERVICES	208.45005.0339
	64903	05/10/22	OFFICE RENT-MAY	689.06		53791		D	-				RENTS	208.45005.0440
	64903	05/10/22	CVB MAIL PICK UP FEE-APR	25.00		53792		D	-				POSTAGE	208.45005.0223
	64903	05/10/22	INTERNET 3/18/22-4/17/22	25.99		53792		D	-				COMMUNICATIONS	208.45005.0330
	64903	05/10/22	RECYCLING FEE-APRIL	6.53		53792		D	-				CLEANING AND WAS	208.45005.0338

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
WILLMAR CHAMBER OF COMME			000812											
	64903	05/10/22	WORKERS COMP INSURANCE	332.97		53793		D	-				EMPLOYER PENSION	208.45005.0113
	64903	05/10/22	2022 INTUIT PAYROLL FEES	397.63		53795		D	-				OTHER SERVICES	208.45005.0339
			VENDOR TOTAL	14,721.99										
				15,721.99										
													*CHECK TOTAL	
5 STAR WALT'S LLC			000790											
	64904	05/10/22	4.950 GALLONS UNLEADED	22.47		040122		D	-				MOTOR FUELS AND	101.43425.0222
	64904	05/10/22	25.205 GALLONS UNLEADED	131.00		042022		D	-				MOTOR FUELS AND	651.48485.0222
	64904	05/10/22	45.783 GALLONS UNLEADED	210.10		042122		D	-				MOTOR FUELS AND	651.48485.0222
	64904	05/10/22	5.897 GALLONS UNLEADED	27.06		042722		D	-				MOTOR FUELS AND	101.43425.0222
	64904	05/10/22	23.373 GALLONS DIESEL	121.52		042922		D	-				MOTOR FUELS AND	651.48485.0222
	64904	05/10/22	9.975 GALLONS UNLEADED	45.77		042922		D	-				MOTOR FUELS AND	651.48485.0222
			VENDOR TOTAL	557.92										
				557.92										
													*CHECK TOTAL	

ACS FINANCIAL SYSTEM  
05/10/2022 12:56:15

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR  
GL540R-V08.17 PAGE 15

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
REPORT TOTALS:				362,371.34										

RECORDS PRINTED - 000300

ACS FINANCIAL SYSTEM  
05/10/2022 12:56:15

Vendor Payment History Report

CITY OF WILLMAR  
GL060S-V08.17 RECAPPAGE  
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	245,264.82
205	INDUSTRIAL DEVELOPMENT	1,455.00
208	CONVENTION & VISITORS BUREAU	18,081.98
230	WILLMAR MUNICIPAL AIRPORT	7,075.01
235	WILLMAR MAIN STREET	211.12
236	BIKE SHARE PROGRAM	127.00
430	C.P. - AIRPORT DEVELOPMENT	3,500.00
450	CAPITAL IMPROVEMENT FUND	2,115.80
651	WASTE TREATMENT	84,540.61
TOTAL ALL FUNDS		362,371.34

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	362,371.34
TOTAL ALL BANKS		362,371.34



### City Council Action Request

<b>Council Meeting Date:</b>	May 16, 2022	<b>Agenda Item Number:</b>	5.D.
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Fire Department
<b>Resolution</b>	No	<b>Prepared by:</b>	Frank Hanson Fire Chief
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Leslie Valiant City Administrator
<b>No. of Attachments</b>	None	<b>Presented By:</b>	Frank Hanson Fire Chief
<b>Item:</b>	Information only: Training House Burn May 21, 2022.		

**RECOMMENDED ACTION:**

Information Only

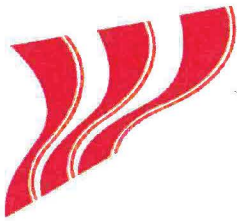
**OVERVIEW:**

The Fire Department will be conducting a training house burn at 1019 Lake Ave NW. The date and time of the burn will be 8:00 a.m. May 21<sup>st</sup> with an alternate date of May 26, depending on the weather on May 21<sup>st</sup>.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

**BUDGETARY/FISCAL ISSUES:**

**ATTACHMENTS:**



**Council Action Request**

<b>Meeting Date:</b>	May 16, 2022	<b>Agenda Item Number:</b>	5.E.
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Planning & Development Services
<b>Resolution</b>	Yes	<b>Prepared By:</b>	Willard Huyck, Main Street Coordinator
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Justice Walker, Director of Planning and Development
<b>No. of Attachments</b>	1	<b>Presented By:</b>	Willard Huyck, Main Street Coordinator
<b>Item:</b>	Application for Main Street Minnesota Grant		

**RECOMMENDED ACTION:**

Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_, to adopt a resolution authorizing staff to apply for and, if awarded, accept a grant through Rethos and Main Street Minnesota for \$1,650.

**OVERVIEW:**

Minnesota Main Street (MMS) and its parent organization, Rethos, offer designated Minnesota Main Street communities up to \$4,000 in funding each year. These grants may be put toward any downtown improvement project that is not a standard operating cost.

Willmar Main Street (WMS) seeks to request \$1,650 in MMS funding. \$400 of this award will fund new downtown pedestrian signage and the remaining \$1,250 will fund annual plantings. There is no match required for this application.

The grant is awarded as a reimbursement.

**ALTERNATIVES TO CONSIDER:**

- Option A: Approve staff's request
- Option B: Table for additional information
- Option C: Decline staff's request

**BUDGETARY/FISCAL ISSUES:**

This action will authorize staff to apply for \$1,650 in grant funding from Minnesota Main Street, to be put towards new downtown pedestrian signage and plantings.

**ATTACHMENTS:**

Resolution Authorizing the Application

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZATION TO APPLY FOR AND ACCEPT IF AWARDED  
MINNESOTA MAIN STREET GRANT**

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

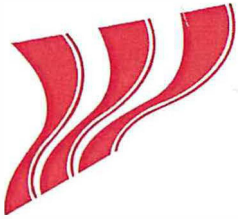
BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that city staff be authorized to apply for and, if awarded, accept a grant from Minnesota Main Street in the amount of \$1,650.

Dated this 16<sup>th</sup> day of May, 2022

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK



**City Council Action Request**

<b>Council Meeting Date:</b>	May 16, 2022	<b>Agenda Item Number:</b>	5.F.
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Engineering Department
<b>Resolution</b>	Yes	<b>Prepared by:</b>	Engineering Department
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Leslie Valiant City Administrator
<b>No. of Attachments</b>	2	<b>Presented By:</b>	Jared Voge, P.E. Interim City Engineer
<b>Item:</b>	City Engineering Department recommend adopting the resolution approving the Master Partnership Contract with MnDOT.		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt the resolution approving the Master Partnership Contract with MnDOT and authorizing the Mayor and City Administrator to execute the contract on behalf of the City.

**OVERVIEW:**

The Master Partnership Contract is an umbrella contract which allows local agencies and MnDOT to exchange goods and services. This permits MnDOT, upon request of the local agency, to deliver small, routine services to local agencies. (Services listed in Exhibit A, which is attached) Having a formal partnership with MnDOT allows the City to collaborate on design, construction, maintenance, and operation of our roadway system. In the past, they have provided technical services in the way of engineering and testing.

The current five year Master Partnership Contract is set to expire on June 30, 2022. The new contract, if approved, will be effective on July 1<sup>st</sup>, 2022 through June 30, 2027.

**BUDGETARY/FISCAL ISSUES:**

The contract allows improved financial efficiencies for the City.

**ATTACHMENTS:**

- Council Resolution
- Master Partnership Contract



Resolution No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING ENTERING INTO A MASTER PARTNERSHIP CONTRACT WITH MNDOT.**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas: the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the City of Willmar enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council.
2. That the proper City of Willmar officers are authorized to execute such contract, and any amendments thereto.
3. That the City of Willmar City Engineer or Public Works Director is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City of Willmar City Engineer or Public Works Director may execute such work order contracts on behalf of the City of Willmar without further approval by the City Council.

Dated this 16th day of May, 2022

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**STATE OF MINNESOTA  
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Willmar City, acting through its City Council, in this contract referred to as the “Other Party.”

**Recitals**

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1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Contract**

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1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
  - 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
  - 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
  - 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
  - 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of "Providing Party" and "Requesting Party".** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

## 2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

#### 4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
  - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
  - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
  - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
  - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
  - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
  - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
  - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
  - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
  - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
  - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
  - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
  - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
  - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
  - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
  - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
  - d. All improvements constructed on the State's right-of-way will become the property of the State.

**5. Responsibilities of the Requesting Party**

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

**6. Time**

- 6.1. In the performance of project work under a work order contract, time is of the essence.

**7. Consideration and Payment**

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$100,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

**7.4. Payment**

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
  - a. The Other Party will make payment to the order of the Commissioner of Transportation.
  - b. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**
  - c. Remit payment to the address below:
    - MnDOT
    - Attn: Cash Accounting
    - RE: MnDOT Contract Number 1050096W[XX] and Invoice Number: 00000[#####]
    - (see note above)
    - Mail Stop 215
    - 395 John Ireland Blvd
    - St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
  - a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
  - b. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

**8. Conditions of Payment**

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and



regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

**9. State's Authorized Representative and Project Manager**

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

**10. Other Party's Authorized Representative and Project Manager**

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

**11. Assignment, Amendments, Waiver, and Contract Complete**

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability**

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

**13. State Audits**

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

**14. Government Data Practices and Intellectual Property**

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.

**14.2. Intellectual Property Rights**



14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. **Obligations with Respect to Intellectual Property.**

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. **Affirmative Action**

15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 16. Workers’ Compensation

16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

**17. Publicity**

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

**18. Governing Law, Jurisdiction, and Venue**

18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**19. Prompt Payment; Payment to Subcontractors**

19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**20. Minn. Stat. § 181.59.**

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

**21. Termination; Suspension**

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract 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 or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

**22. Data Disclosure**

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

**23. Defense of Claims and Lawsuits**

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

**24. Additional Provisions**

- 24.1. NONE

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**OTHER PARTY**

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A – Table of Technical Services  
 Master Partnership Contract Program FY 2023-2027

Date: 3/28/2022

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance. All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2828	Bridge Inspection-Federal Fund	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2824	Bridge Inspection-Non-Federal	
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance). All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2829	Bridge Superstructure	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2316	Brush & Tree Removal	
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector's sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.



Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.

**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)
- xxx \_\_\_\_\_ Rice Memorial Hospital (meets bi-monthly) **LEGACY BOARD**
- \_\_\_\_\_ 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: WAYNE S NELSON \_\_\_\_\_

Date of Application: APRIL, 21, 2022

Address: 1505 Hansen Dr. SW, Willmar, MN 56201 \_\_\_\_\_ Phone No. 320-231-2318 (Home), 320-212-79087 (Cell)

(Certain Boards and Commissions may require that you are a resident of the City of Willmar)

Email: Gunner1116@gmail.com \_\_\_\_\_

What prompted you to make application for a citizen committee? Mike Schramm contacted me to discuss the positions and asked if I would be interested in joining this committee position.

Briefly tell us why you want to serve on this Board/Committee/Commission: I served on the Rice Memorial Hospital Board in the late 1990's and have always been interested in the health care delivery system of this community. After my term on the Hospital Board, I served on the Rice Health Foundation Board for 6-9 years

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

Before my retirement, I spent 41 ½ years in the banking industry, all but 2 of those years in the Willmar community. I have also served on numerous Board, both for profit and non-profit organizations.

List your educational background:

Willmar High School Graduate, 1967, Concordia College, BS

Graduate School of Banking, University of Wisconsin, Graduate, 2001

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

**Currently serving** on the Willmar Ara Community Foundation, Board, Chair-Elect Heritage Bank Board of Directors and Audit Committee

**Past Service on:** Willmar Lakes Area Chamber of Commerce Board/Past President

Calvary Lutheran Church Council (2 times) Past President

Shelter House

West Central Industries Board/Past President

United Way Board

Rotary Club member/Past President

Willmar Golf Club Board/ Past President

Grow Minnesota Committee member

Family Promise of West Central Minnesota

Others I have not listed

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

RETIRED

Please return completed application to:

Mayor's Office  
333 SW 6<sup>th</sup> Street  
Willmar, MN 56201

Or fax completed forms to:

(320) 235-4917

Or via email to:

Janell Sommers, Admin Assistant  
jsommers@willmarmn.gov

# City of Willmar

## Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI030997	4/25/2022	Jon Brady 1305 Ella Ave NW		Fire Repair Residential Add/Alter	Demo structure that was affected by fire and water damage, repair	\$18,000.00	\$441.71
WI031000	4/7/2022	Viewpoint 75 Resources, Llc 407 Litchfield Ave SE	95-630-0770 Block 4	Single Family Alt/Remodel	adding upstairs bathroom	\$1,200.00	\$1.00
WI031001	4/7/2022	Viewpoint 85 Resources Llc 205 6th St SE	95-914-2000	Single Family Alt/Remodel	Repair under slab plumbing, add bathroom	\$1,200.00	\$1.00
WI031002	4/1/2022	Johnson/Chad M & Roberta S 2305 22nd Ave SW	95-715-0740 Lot 4, Block 1	Alteration Residential Add/Alter	New windows, new siding, reroof	\$10,000.00	\$85.00
WI031013	4/28/2022	South Park Place R E Llc 2614 1st St S	95-718-0010 Lot 1, Block 1	Alteration Commercial Add/Alter	Cut in 3 New Exterior Windows	\$9,400.00	\$272.41
WI031020	4/13/2022	The Preservice On 24th Of 301 24th Ave SE	95-841-0040 Lot 4, Block 1	New Apartment	Construct 36 Unit Apartment Building	\$3,500,000.00	\$61,684.06
WI031021	4/13/2022	The Preservice On 24th Of 301 24th Ave SE	95-841-0040 Lot 4, Block 1	Multi Family Apts/Condos New	Construct 36 Unit Apartment	\$150,000.00	\$1,575.00
WI031022	4/13/2022	The Preservice On 24th Of 301 24th Ave SE	95-841-0040 Lot 4, Block 1	Multi Family Apts/Condos New	Construct 36 Unit Apartment	\$3,500,000.00	\$2,293.00
WI031025	4/13/2022	The Preservice On 24th Of 301 24th Ave SE	95-841-0040 Lot 4, Block 1	Garage Garage/Shed	2 Detached Garages for Apartment Building #3	\$168,000.00	\$1,618.06
WI031033	4/11/2022	Pfau/Brady 1006 4th St SW	95-280-0420 Block 3	Single Family Replace	Gas Furnace Replacement	\$1,945.00	\$31.00
WI031034	4/4/2022	Divine House Properties Llp 903 Business 71 N	95-799-0010 Lot 1, Block 1	Alteration Commercial Add/Alter	Interior Remodel	\$180,000.00	\$2,213.96
WI031038	4/4/2022	Benson/John W & Jill R 623 11th St SW	95-006-2810 Block 76	Single Family Replace	Gas Furnace Replacement	\$4,565.00	\$31.00
WI031039	4/1/2022	Dekraai/Pamela 1205 17th St SW	95-860-0310 Lot 11, Block 2	Reroofing Residential Add/Alter	Residential Reroof	\$10,500.00	\$35.25
WI031041	4/5/2022	Remmel/Shawn C & Sarah N 1009 Olena Ave SE	95-665-0280 Lot 18, Block 2	Storage Shed Residential Add/Alter	Installation of a 20ft by 24ft storage shed by Dakota sheds	\$10,600.00	\$293.64
WI031042	4/14/2022	First Covenant Church 801 Willmar Ave SW	95-750-0750	Alteration Churches/Schools	New Warming Kitchen	\$125,000.00	\$1,732.71

# City of Willmar

## Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI031043	4/15/2022	City Of Willmar 800 18th St SW	95-916-3010	Siding Commercial Add/Alter	Commercial Reside/ Equipment Garage at Swanson Field	\$25,000.00	\$12.50
WI031044	4/7/2022	Kimpling/Jeffery W & Darla J 1101 14th St SW	95-650-0130 Lot 13, Block 1	Reroofing Residential Add/Alter	Residential Reroof	\$4,800.00	\$32.40
WI031045	4/7/2022	Vlach/Rodney & Diane 1301 12th St SE	95-672-0310 Block 4	Reroofing Residential Add/Alter	Residential Reroof	\$7,800.00	\$33.90
WI031046	4/7/2022	Chis and Jill Fellows 3103 Eagle Ridge Dr E	95-148-0290 Lot 29, Block 1	Siding Residential Add/Alter	Residential Reside	\$30,000.00	\$65.00
WI031047	4/6/2022	Willmar Ten Investors 1305 1st St S	95-923-8620	Fire Repair Commercial Add/Alter	Fire Repair/Install Type 1 Kitchen Hood	\$350,000.00	\$2,846.56
WI031048	4/11/2022	Domeier/Holly 703 17th St SW	95-042-0460 Block 1	Single Family Replace	Water Heater Replacement	\$1,300.00	\$26.00
WI031049	4/11/2022	Rodelius/Robert R & Debra J 1816 22nd Ave SW	95-885-1040 Lot 4, Block 1	Reroofing Residential Add/Alter	Residential Reroof	\$12,000.00	\$36.00
WI031051	4/11/2022	Divine House Properties Llp 903 Business 71 N	95-799-0010 Lot 1, Block 1	Commercial/Ind Alt/Remodel	Ambulatory Cre Facility Interior Remodel	\$0.00	\$144.00
WI031052	4/13/2022	Gens/Steven C/& K J Erickson 2421 4th Ave SE	95-668-1460 Lot 6, Block 8	Single Family Replace	Gas Furnace Replacement	\$2,600.00	\$31.00
WI031053	4/25/2022	Halverson/Douglas K & Jennifer 1108 11th Ave SE	95-665-0840 Lot 4, Block 5	Porch Residential Add/Alter	Screen in Porch	\$13,582.00	\$357.00
WI031054	4/21/2022	Lulu Beans Inc. Of Willmar 1020 1st St S	95-280-2270 Block 13	Reroofing Commercial Add/Alter	Commercial Reroof	\$2,500.00	\$124.59
WI031056	4/21/2022	Peterson/David H & Susan J 1304 12th St SE	95-672-0070 Lot 7, Block 1	Reroofing Residential Add/Alter	Residential Reroof	\$11,000.00	\$35.50
WI031057	4/20/2022	Peterson Rev Liv Trust/Bruce&P 130 Willmar Ave SE	95-923-8540	Commercial/Ind Replace	Gas Furnace and Air Conditioning relacement	\$11,425.00	\$119.96
WI031058	4/21/2022	Vick/Geralynn A 604 26th Ave SW	95-683-0280 Block 2	Reroofing Residential Add/Alter	Residential Reroof	\$14,000.00	\$37.00

# City of Willmar

## Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI031059	4/20/2022	G A Properties Llc 611 4th St SW	95-006-1820 Block 69	Single Family Replace	Gas Furnace Replacement	\$4,425.00	\$1.00
WI031060	4/27/2022	Olson/Karen Y & Roger L 409 2nd St SE	95-740-0610 Block 4	Single Family Replace	Gas Furnace Replacement	\$4,875.00	\$1.00
WI031061	4/22/2022	CAH Leasing, LLC 909 Business 71 N	95-911-0510	Alteration Commercial Add/Alter	Commercial Kitchen/Bakery/Catering	\$200,000.00	\$2,388.96
WI031062	4/22/2022	CAH Leasing, LLC 909 Business 71 N	95-911-0510	Commercial/Ind Alt/Remodel	Commercial Kitchen/Bakery/Catering	\$0.00	\$285.50
WI031063	4/27/2022	Anderson/Russell W & Karen R 2014 9th St SW	95-697-0310 Lot 2, Block 1	Alteration Residential Add/Alter	Enclose an exterior porch	\$15,000.00	\$378.34
WI031065	4/27/2022	Wittman/Lynden H & Linda K 604 24th St SE	95-668-0970 Lot 7, Block 5	Reroofing Residential Add/Alter	Residential Reroof	\$8,950.00	\$34.48
WI031066	4/27/2022	Jackson/Sandra K & Lisa A 3033 1st Ave NW	95-616-0140 Lot 14, Block 1	Townhouse Units Replace	Replace water heater and gas furnace	\$7,100.00	\$56.00
WI031070	4/27/2022	Jennie-O Turkey Store Inc 2505 Willmar Ave SW	95-921-5860	Commercial/Ind Alt/Remodel	Install Exterior Floor Drain	\$0.00	\$91.00
WI031071	4/28/2022	Mn Dept Of Human Services 2301 Transportation Road NE	95-901-0310	Addition Commercial Add/Alter	Large Motor Activity Center	\$2,123,474.00	\$10,356.83
WI031072	4/27/2022	K&S Properties Of Willmar Llc 1104 2nd St SE	95-914-1550	Reroofing Residential Add/Alter	Residential Reroof	\$8,000.00	\$141.25
WI031073	4/28/2022	Bonnema/Paula W 720 17th St SW	95-760-0040 Lot 4	Finish Basement Residential Add/Alter	Finishing basement, adding bathroom, bedroom and living room	\$8,000.00	\$141.25
WI031074	4/27/2022	Cronen/Diane T 2405 4th Ave SE	95-668-1420 Block 8	Reroofing Residential Add/Alter	Residential Reroof	\$7,215.00	\$33.61
WI031075	4/28/2022	Reimer/Terrill E & Christine 1907 11th St SW	95-132-0090 Lot 3, Block 2	Single Family Replace	A/C Replacement	\$3,875.00	\$26.00
WI031076	4/27/2022	Hussein/Maki 1101 Pleasant View Dr SE	95-671-0050 Lot 5, Block 1	Reroofing Residential Add/Alter	Residential Reroof	\$4,300.00	\$32.15

## City of Willmar Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI031078	4/28/2022	Martinez/Carlota 122 Trott Ave SE	95-740-0810 Block 6	Reroofing Residential Add/Alter	Residential Reroof	\$2,300.00	\$1.15
WI031080	4/28/2022	Willmar Comm Golf Club Inc 1000 26th Ave NE	95-902-0040	Siding Commercial Add/Alter	Commercial Reside	\$125,000.00	\$1,074.75
WI031081	4/28/2022	Bailey/Cleveland & M 416 15th St SE	95-184-0350 Lot 5, Block 3 Erickson`s Third Addition	Reroofing Residential Add/Alter	Residential Reroof	\$6,400.00	\$33.20
WI031082	4/28/2022	Jensen/Jacquelyn D 504 Charlotte St SE	95-222-0430 Lot 13, Block 3 Ferrings 2nd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$12,000.00	\$6.00

**Count: 47** **Totals: \$10,717,331.00 \$91,292.68**

**Year-to-Date Summary (1/1/2022 through 4/30/2022)**

**Count: 111** **YTD Totals: \$40,446,394.00 \$280,904.12**



**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: Allen Clark Date of Application: 5/3/2022

Address: 704 10TH ST SW WILLMAR Phone No. 320-905-0492  
(Certain Boards and Commissions may require that you are a resident of the City of Willmar)

Email: superstar6380@yahoo.com

What prompted you to make application for a citizen committee? I was contacted by another member.

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

I think equality and inclusion are important for all members of our community.

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

I volunteer at the Barn Theatre. I have worked in Mental Health for 20 yrs. I am a member of the LGBTQIA+ community.

List your educational background: Associates Degree and part of Bachelor's.

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

Volunteering at the Barn Theatre.

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

Woodland Centers, as ARMHS/CSP West Supervisor

Please return completed application to:

Mayor's Office  
333 SW 6<sup>th</sup> Street  
Willmar, MN 56201

Or fax completed forms to:

(320) 235-4917

Or via email to:

Janell Sommers, Admin Assistant  
jsommers@willmarmn.gov



**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
- X   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: Abdulcadir Abucar Gaal Date of Application: 05-04-2022

Address: 1501 NW College Park Circle, Willmar, MN Phone No. 320-310-2763  
(Certain Boards and Commissions may require that you are a resident of the City of Willmar)

Email: gacalkey1@gmail.com

What prompted you to make application for a citizen committee? Civic duty

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

I want to add the perspective of an under-represented segment demographic in West Central Minnesota

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

**I own and operate a small business in downtown Willmar and have worked in Willmar, at the main Jennie-O plant, from 2002 to 2017,**

List your educational background: **2 years of Biennio di Ingegneria at Universita di Parma, Italy, 3 yrs of Rijks Universiteit Gent, Belgium,**

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

**None**

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

**Self employed, owner and operator of Somali Connection,  
400 Litchfield Ave SW, Ste 1, Willmar, Mn 56201**

Please return completed application to:

Mayor's Office  
333 SW 6<sup>th</sup> Street  
Willmar, MN 56201

Or fax completed forms to:

(320) 235-4917



**City Council Action Request**

<b>Council Meeting Date:</b>	May 16, 2022	<b>Agenda Item Number:</b>	11.
<b>Agenda Section:</b>	Regular	<b>Originating Department:</b>	Planning & Development Services
<b>Resolution</b>	No	<b>Prepared by:</b>	Justice Walker, Planning & Development Director
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Leslie Valiant, City Administrator
<b>No. of Attachments</b>	None	<b>Presented By:</b>	Justice Walker, Planning & Development Director
<b>Item:</b>	Reschedule Public Hearing for MinnWest Technology Campus Abatement Request		

**RECOMMENDED ACTION:**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_ to reschedule the MinnWest Technology Campus Abatement Public Hearing for Monday, June 6<sup>th</sup>, 2022.

**OVERVIEW:**

MinnWest Technology Campus Management Company applied for and was granted a ten-year property tax abatement for eight parcels on the site of the former State Hospital in the fall of 2015. The terms of the abatement stated that the MinnWest Technology Campus will create a minimum of 175 full-time workers and spend \$8 million on capital projects and improvements by 12/31/2025, not to exceed a total abatement of \$416,000. To date MinnWest Technology Campus Management Company has exceeded the full-time workers and capital investment thresholds and has received a total property tax abatement of \$265,620.

The MinnWest Technology Campus is now pursuing abatement from the City of Willmar for three additional buildings on the eastern side of the campus. February 22, 2022, Council authorized staff to start reviewing the abatement process for MinnWest Technology Campus request and its project.

Staff has reviewed the MinnWest project and finances and in order for Council to grant or deny the abatement, Council set the abatement public hearing for Monday, May 16, 2022. Due to not meeting the legal 10 day publishing notice deadline staff is recommending setting the Abatement Public Hearing for the Monday, June 6<sup>th</sup>, 2022 Council meeting.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

- Option A: Set the Date for Public Hearing as June 6th, 2022
- Option B: Table and request more information
- Option C: Decline to Set the Date for the Public Hearing

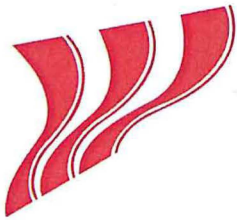
**BUDGETARY/FISCAL ISSUES:**

There will be a presentation on the finances of the project and staff’s recommendation at the public hearing.

**ATTACHMENTS:**

None





### City Council Action Request

<b>Council Meeting Date:</b>	May 16, 2022	<b>Agenda Item Number:</b>	12.
<b>Agenda Section:</b>	Regular	<b>Originating Department:</b>	Engineering Department
<b>Resolution</b>	Yes	<b>Prepared by:</b>	Engineering Department
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Leslie Valiant City Administrator
<b>No. of Attachments</b>	1	<b>Presented By:</b>	Jared Voge, P.E. Interim City Engineer
<b>Item:</b>	Consider adoption of resolution declaring costs to be assessed, ordering preparation of the assessment roll and calling for the hearing on June 6 <sup>th</sup> , 2022 at 6:32 p.m.		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt the resolution declaring costs to be assessed, ordering preparation of the assessment roll and calling for the hearing on assessments June 6<sup>th</sup>, 2022 at 6:32 p.m. for Project Nos. 2201-A, 2201-B, 2201-C, 2201-D, 2203-A, 2203-B and 2203-C for the 2022 Street and Other Improvements.

**OVERVIEW:**

The City Council ordered the 2022 Street Improvement projects at the Improvement Hearing held on January 18, 2022. Bids were opened on March 23<sup>rd</sup> for reconstruction projects and April 27<sup>th</sup> for overlay projects and the amount needed to perform the necessary improvements is known. Staff is preparing the assessable footage and the amount for each affected lot. Costs for the improvements must be declared and the preparation of an assessment roll ordered in accordance with the requirements of Chapter 429, State of Minnesota Statutes. Affected property owners must be notified of their assessment amount and the June 6, 2022 date of the hearing.

2201-A Reconstruction

6<sup>th</sup> Street SW – 19<sup>th</sup> Avenue to Willmar Avenue

2201-B Reconstruction

Charlotte Street SE- Johanna Avenue to Becker Avenue

2201-C Reconstruction

Industrial Drive SW Service Road

2201-D Reconstruction

13<sup>th</sup> Street SW – Litchfield Avenue to Trott Avenue

Litchfield Avenue SW – 13<sup>th</sup> Street to 11<sup>th</sup> Street

2203-A Overlay

19<sup>th</sup> Avenue/Lakeland Drive SE – 1<sup>st</sup> Street to Willmar Avenue

2203-B Overlay

1<sup>st</sup> Street NE/Business 71 – 13<sup>th</sup> Avenue to 26<sup>th</sup> Avenue

2203-C Overlay

7<sup>th</sup> Street NW – Park Avenue to County Road 24

**BUDGETARY/FISCAL ISSUES:**

2201-A: Assessments, bond proceeds, MUC, WWTF

2201-B: Assessments, bond proceeds, MUC, WWTF

2201-C: Assessments, bond proceeds, MUC, WWTF

2201-D: Assessments, bond proceeds, MUC, WWTF

2203-A: Assessments, State Aid

2203-B: Assessments, State Aid

2203-C: Assessments, County, bond proceeds

**ATTACHMENTS:**

Council Resolution

RESOLUTION NO. \_\_\_\_\_

**DECLARING COSTS TO BE ASSESSED, ORDERING PREPARATION OF THE ASSESSMENT ROLL AND CALLING HEARING ON ASSESSMENTS FOR PROJECT NOS. 2201-A, 2201-B, 2201-C, 2201-D, 2203-A, 2203-B AND 2203-C 2022 STREET AND OTHER IMPROVEMENTS.**

**Motion By:**\_\_\_\_\_ **Second By:**\_\_\_\_\_

WHEREAS, contracts have been let for the construction of Street and Other Improvements of 2022 in the City, to-wit: City Project Nos. 2201-A, 2201-B, 2201-C, 2201-D, 2203-A, 2203-B and 2203-C and;

WHEREAS, the total cost of said Street and Other Improvements of 2022 is \$10,117,080.19.

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

1. The City Council hereby determines that the City shall pay \$7,314,241.84 of said cost, exclusive of the amount it may pay as a property owner, and the sum of \$2,802,838.35 shall be assessed against benefited property owners based upon benefits received without regard to cash valuation.
2. The Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land without regard to cash valuation as provided by law, and she shall file a copy of such assessment in her office for public inspection.
3. The Clerk shall, upon the completion of such assessment, notify the City Council thereof.
4. The Clerk shall publish notice that this City Council will meet to consider the proposed assessments on June 6, 2022, at 6:32 p.m. in the Board Room, Kandiyohi County Health & Human Services Building, 2200 23<sup>rd</sup> Street NE, Willmar, Minnesota.
5. Said notice shall also be mailed to the owners of each parcel of property described in the assessment roll.
6. Such notice shall be in substantially the following form:  
(on file in Engineer's office)
7. Said notice shall be published by the City Clerk in the official newspaper at least two weeks prior to the hearing and mailed by said Clerk to the owners of each parcel described in the assessment roll.

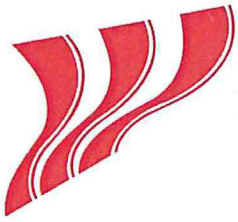
Dated this 16th day of May, 2022

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK





### City Council Action Request

<b>Council Meeting Date:</b>	May 16, 2022	<b>Agenda Item Number:</b>	13.
<b>Agenda Section:</b>	Regular	<b>Originating Department:</b>	Engineering Department
<b>Resolution</b>	Yes	<b>Prepared by:</b>	Engineering Department
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Leslie Valiant City Administrator
<b>No. of Attachments</b>	9	<b>Presented By:</b>	Jared Voge, P.E. Interim City Engineer
<b>Item:</b>	Consider adoption of resolutions awarding the 2022 street overlay and parking lot projects and adopting their as-bid budgets.		

**RECOMMENDED ACTIONS:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt the resolution awarding Project No. 2203-A to OMG Midwest Inc. dba Minnesota Paving & Materials in the amount of \$1,325,894.92 and authorize signatures on the agreement.

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt the as-bid budget for Project No. 2203-A in the amount of \$1,560,489.

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt the resolution approving parking restrictions on 19<sup>th</sup> Avenue and Lakeland Drive from 1<sup>st</sup> Street/Business 71 to Willmar Avenue.

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt the resolution awarding Project No. 2203-B to Duinick, Inc. in the amount of \$919,217.27 and authorize signatures on the agreement.

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt the as-bid budget for Project No. 2203-B in the amount of \$1,126,902.

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt the resolution awarding Project No. 2204 to Duinick, Inc. in the amount of \$528,442.75 and authorize signatures on the agreement.

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt the as-bid budget for Project No. 2204 in the amount of \$663,701.

**OVERVIEW:**

Bids were opened on April 27<sup>th</sup> for the 2022 street overlay and parking lot projects.

Project No. 2203-A: Overlay of 19<sup>th</sup> Avenue/Lakeland Drive SE from 1<sup>st</sup> Street to Willmar Avenue

- Low Bidder: OMG Midwest Inc. dba Minnesota Paving & Materials \$1,325,894.92

Project No. 2203-B: Overlay of 1<sup>st</sup> Street NE/Business 71 from 13<sup>th</sup> Avenue to 26<sup>th</sup> Avenue

- Low Bidder: Duinick, Inc. \$919,217.27

Project No. 2204: Fire Station North and South Lots, Block 41 Lots 11 and 12, Sperryville Park Lot

- Low Bidder: Duinick, Inc. \$528,442.75

Parking restrictions are required along 19<sup>th</sup> Avenue/Lakeland Drive SE from 1<sup>st</sup> Street to Willmar Avenue in accordance with regulations placed by Municipal State Aid. The improvements on the street do not provide adequate width for parking on both sides of the street, and with it being a Municipal State Aid Street Project, the City must therefore adhere to the parking restrictions.

**BUDGETARY/FISCAL ISSUES:**

Sources of funding for the 2022 Improvement Projects includes monies from Willmar Municipal Utilities, assessments, state aid funds, Local Option Sales Tax, and bond proceeds.

**ATTACHMENTS:**

- Council Resolutions
- Bid Tabulations
- As-Bid Budgets



## 2022 Street Overlay Projects Construction Costs

Project	Engineer's Construction Bid Estimate	Construction Bid	Contingencies	Professional Engineering Services	Bond Fees	Total Project Cost
19 <sup>th</sup> Avenue/ Lakeland Drive SE	\$1,470,000	\$1,325,895	\$66,294	\$156,855	\$5,232	\$1,554,276
1 <sup>st</sup> Street NE/ Business 71	\$1,035,000	\$919,217	\$45,961	\$153,445	\$3,785	\$1,122,408
Parking Lots	\$560,000	\$528,443	\$26,422	\$103,995	\$2,231	\$661,051
<b>Totals</b>	<b>\$3,065,000</b>	<b>\$2,773,555</b>	<b>\$138,677</b>	<b>\$414,295</b>	<b>\$11,248</b>	<b>Grand Total \$3,337,735</b>

## BID TABULATION

**PROJECT:** 19TH ST SE/LAKELAND DRIVE SE MILL & OVERLAY  
WILLMAR, MN

**DATE:** APRIL 27, 2022

**PROJECT NO.** OW1.126076 / 2203-A

**TIME:** 1:15 P.M.

**QUEST PROJECT NO.** 8176037

**ENGINEER'S ESTIMATE:** \$1,468,438.75

BIDDERS	BASE BID
1. OMG Midwest Inc. dba Minnesota Paving & Materials Rogers, MN	\$1,325,894.92
2. Knife River Corporation Sauk Rapids, MN	\$1,397,638.59
3. Duininck, Inc. Prinsburg, MN	\$1,463,214.52
4. Central Specialties Incorporated Alexandria, MN	\$1,744,146.16



Real People. Real Solutions.

Resolution No. \_\_\_\_\_

**A RESOLUTION AWARDDING PROJECT NO. 2203-A TO OMG MIDWEST INC. DBA MINNESOTA PAVING & MATERIALS IN THE AMOUNT OF \$1,325,894.92.**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of OMG Midwest Inc. dba Minnesota Paving & Materials of Rogers, MN for Project No. 2203-A is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$1,325,894.92.

Dated this 16th day of May, 2022

\_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_

City Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING PARKING RESTRICTIONS ON 19<sup>TH</sup> AVENUE AND LAKELAND DRIVE FROM  
1<sup>ST</sup> STREET/BUSINESS 71 TO WILLMAR AVENUE.**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

RELATING TO PARKING RESTRICTIONS on S.A.P. 175-155; 19<sup>th</sup> Avenue & Lakeland Drive from 1<sup>st</sup> Street/Business 71 to Willmar Avenue in the City of Willmar, Minnesota.

WHEREAS, the "City" has approved the improvement of 19<sup>th</sup> Avenue & Lakeland Drive, State Aid Route No. 175-155 from 1<sup>st</sup> Street/Business 71 to Willmar Avenue in the City of Willmar, Minnesota; and

WHEREAS, the "City" will be expending Municipal Street Aid Funds on the improvements of this street; and

WHEREAS, this improvement does not provide adequate width for parking on both sides of the street; and approval of the proposed construction as a Municipal State Aid Street Project must therefore be conditioned upon certain parking restrictions.

NOW, THEREFORE, BE IT RESOLVED that the "City" shall ban the parking of motor vehicles on either side of 19<sup>th</sup> Avenue & Lakeland Drive from 1<sup>st</sup> Street/Business 71 to Willmar Avenue at all times.

Dated this 16th day of May, 2022

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

**RESOLUTION NO. \_\_\_\_**  
**PROJECT NO. 2203-A AS-BID BUDGET**  
**TOTAL COST \$1,560,489**  
 \*Budget Amounts are Essential

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

Code

**PERSONNEL SERVICES**

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

**RECEIVABLES**

Assessments Prop Owners \$650,970  
 Community Investment -\$701,038  
 MSA \$1,610,557  
 MUC \$0  
 WTP \$0  
 LOST \$0  
 COUNTY \$0  
**TOTAL** **\$1,556,489**

**SUPPLIES**

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

**FINANCING**

Bonds -\$50,068  
 LOST \$  
 MSA \$1,610,557  
 WTP \$0  
 MUC \$0  
 COUNTY \$0  
**TOTAL** **\$1,556,489**

**GRAND TOTAL** **\$1,556,489**

Dated this 16<sup>th</sup> day of May, 2022

**OTHER SERVICES**

33\* Travel-Conf.-Schools  
 34 Mtce. of Equipment  
 35 Mtce. of Structures  
 36\* Mtce. of Other Impr. \$1,325,895  
 37 Subsistence of Persons  
 38 Cleaning & Waste Removal  
 39\* Other Services \$66,294  
**TOTAL** **\$1,392,190**

\_\_\_\_\_  
 Mayor

**Attest:**

\_\_\_\_\_  
 City Clerk

**OTHER CHARGES**

46\* Prof. Serv. \$156,855  
 48 Admin OH (Transfer) \$11,444  
**TOTAL** **\$168,299**  
**GRAND TOTAL** **\$1,556,489**

## BID TABULATION

**PROJECT:** 1ST ST NE/BUSINESS 71 MILL & OVERLAY  
WILLMAR, MN

**DATE:** APRIL 27, 2022

**PROJECT NO.** OW1.126075 / 2203-B

**TIME:** 1:00 P.M.

**QUEST PROJECT NO.** 8175006

**ENGINEER'S ESTIMATE:** \$1,035,430.50

BIDDERS	BASE BID
1. Duininck, Inc. Prinsburg, MN	\$919,217.27
2. OMG Midwest Inc. dba Minnesota Paving & Materials Rogers, MN	\$952,344.51
3. Knife River Corporation Sauk Rapids, MN	\$1,098,834.52
4. Central Specialties Incorporated Alexandria, MN	\$1,121,264.19



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Resolution No. \_\_\_\_\_

**A RESOLUTION AWARDING PROJECT NO. 2203-B TO DUININCK, INC. IN THE AMOUNT OF \$919,217.27.**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Duininck, Inc. of Prinsburg, MN for Project No. 2203-B is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$919,217.27.

Dated this 16th day of May, 2022

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. \_\_\_\_  
**PROJECT NO. 2203-B AS-BID BUDGET**  
**TOTAL COST \$1,126,902**  
 \*Budget Amounts are Essential

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

Code

**PERSONNEL SERVICES**

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

**RECEIVABLES**

Assessments Prop Owners \$195,741  
 Community Investment \$904,724  
 MSA \$26,437  
 MUC \$0  
 WTP \$0  
 LOST \$0  
 COUNTY \$0  
  
**TOTAL** **\$1,126,902**

**SUPPLIES**

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

**FINANCING**

Bonds \$1,100,465  
 LOST \$  
 MSA \$26,437  
 WTP \$0  
 MUC \$0  
 COUNTY \$0  
**TOTAL** **\$1,126,902**

**GRAND TOTAL** **\$1,126,902**

Dated this 16<sup>th</sup> day of May, 2022

**OTHER SERVICES**

33\* Travel-Conf.-Schools  
 34 Mtce. of Equipment  
 35 Mtce. of Structures  
 36\* Mtce. of Other Impr. \$919,217  
 37 Subsistence of Persons  
 38 Cleaning & Waste Removal  
 39\* Other Services \$45,961  
**TOTAL** **\$965,178**

\_\_\_\_\_  
 Mayor

**Attest:**

\_\_\_\_\_  
 City Clerk

**OTHER CHARGES**

46\* Prof. Serv. \$153,445  
 48 Admin OH (Transfer) \$8,279  
**TOTAL** **\$161,724**  
**GRAND TOTAL** **\$1,126,902**

## BID TABULATION

**PROJECT:** PARKING LOT IMPROVEMENTS  
WILLMAR, MN

**DATE:** APRIL 27, 2022

**PROJECT NO.** OW1.126079 / 2204

**TIME:** 1:30 P.M.

**QUEST PROJECT NO.** 8176065

**ENGINEER'S ESTIMATE:** \$557,474.00

BIDDERS	BASE BID
1. Duinick, Inc. Prinsburg, MN	\$528,442.75
2. Kraemer Excavating Inc. Cold Spring, MN	\$528,766.38
3. Swenson and Sons Construction New London, MN	\$662,171.85



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Resolution No. \_\_\_\_\_

**A RESOLUTION AWARDING PROJECT NO. 2204 TO DUININCK, INC. IN THE AMOUNT OF \$528,442.75.**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Duinck, Inc. of Prinsburg, MN for Project No. 2204 is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$528,442.75.

Dated this 16th day of May, 2022

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. \_\_\_\_  
**PROJECT NO. 2204 AS-BID BUDGET**  
**TOTAL COST \$663,701**  
 \*Budget Amounts are Essential

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

Code

**PERSONNEL SERVICES**

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

**RECEIVABLES**

Assessments Prop Owners \$0  
 Community Investment \$663,701  
 MSA \$0  
 MUC \$0  
 WTP \$0  
 LOST \$0  
 COUNTY \$0

**TOTAL \$663,701**

**SUPPLIES**

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

**FINANCING**

Bonds \$663,701  
 LOST \$0  
 MSA \$0  
 WTP \$0  
 MUC \$0  
 COUNTY \$0

**TOTAL \$663,701**

**GRAND TOTAL \$663,701**

Dated this 16<sup>th</sup> day of May, 2022

**OTHER SERVICES**

33\* Travel-Conf.-Schools  
 34 Mtce. of Equipment  
 35 Mtce. of Structures  
 36\* Mtce. of Other Impr. \$528,443  
 37 Subsistence of Persons  
 38 Cleaning & Waste Removal  
 39\* Other Services \$26,422  
**TOTAL \$554,865**

\_\_\_\_\_  
 Mayor

**Attest:**

\_\_\_\_\_  
 City Clerk

**OTHER CHARGES**

46\* Prof. Serv. \$103,955  
 48 Admin OH (Transfer) \$4,881  
**TOTAL \$106,836**  
**GRAND TOTAL \$663,701**



City Council Action Request

<b>Council Meeting Date:</b>	May 16, 2022	<b>Agenda Item Number:</b>	14.
<b>Agenda Section:</b>	Regular	<b>Originating Department:</b>	Parks and Recreation Department
<b>Resolution</b>	Yes	<b>Prepared by:</b>	Parks and Recreation Department
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Leslie Valiant City Administrator
<b>No. of Attachments</b>	2	<b>Presented By:</b>	Rob Baumgarn Parks and Recreation Director
<b>Item:</b>	Pep Fest Musical Festival 2022 Presentation		

**RECOMMENDED ACTION:**

Motion By: Council Member \_\_\_\_\_ Second By: Council Member \_\_\_\_\_, to approve the Pep Fest Music Festival 2022 to be held at Robbins Island September 10, 2022 pending lease agreement approval.

**OVERVIEW:**

Mr. Steve Peppin is seeking Council approval to host a country musical festival at Robbins Island, September 10<sup>th</sup>, 2022. The festival would include local country bands as opening acts and two main country artists performing later in the evening. The event would run from 4:00-10:00PM. Request includes serving alcohol on site.

A meeting was held with City Administrator, Public Works Director, Fire Chief and Police Chief to listen to Mr. Peppin’s proposal. Information presented ranged from security, liquor sales, and busing/parking/traffic control, staging/lights and tickets sales.

Staff developed a cost analysis for the additional city services listed below (budgetary/fiscal issues). A lease agreement would be written dependent on council’s approval, to include all estimated city costs to be paid up-front along with a damage deposit of \$2,000. The lease would include that all costs associated with the event would be the tenant’s responsibility, including, but not limited to: insurance, city/state permits, sanitation requirements, licensed security staff, turf restoration (if damage) and a percentage of the ticket sales to the City of Willmar.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

- Don’t approve the event
- Allow only a certain number of tickets to be sold
- Have the event start and end earlier
- Send back for further considerations

**BUDGETARY/FISCAL ISSUES:**

Willmar Police Department Cost:	\$ 8,590
Willmar Public Works:	\$ 1,440
Willmar Park/Recreation: Shelter Closure	\$ 300
Damage Deposit	\$ 2,000

**Total estimated cost to be paid prior to event: \$12,330**

**ATTACHMENTS:**

- Council Resolution
- Pep Fest Information

Resolution No. \_\_\_\_

**A RESOLUTION APPROVING PEP FEST MUSICAL FESTIVAL 2022 TO BE HELD AT ROBBINS ISLAND ON SEPTEMBER 10, 2022**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to approve the Pep Fest Musical Festival 2022 to be held at Robbins Island on September 10, 2022, pending approval of the lease agreement.

Dated this 16<sup>th</sup> day of May, 2022

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



# MARKEL INSURANCE COMPANY

## MEMBER CERTIFICATE

CERTIFICATE NUMBER: W02182287

DATE: 05/09/2022

THIS CERTIFICATE REPRESENTS INSURANCE PROVIDED IN ACCORDANCE WITH THE FOLLOWING:

MASTER POLICY NUMBER: M1RPG0000000017400

**FIRST NAMED INSURED (MASTER POLICY HOLDER):** Sports, Leisure and Entertainment Risk Purchasing Group

**IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THE MASTER POLICY, WE AGREE TO PROVIDE THE INSURANCE AS STATED IN THIS CERTIFICATE.**

### NAMED INSURED (CERTIFICATE HOLDER)

Name and Mailing Address (No., Street, Town or City, County, State, Zip Code):

Studio 38, LLC

1600 11th Ave. NE, WILLMAR, MN 56201

Effective Date: 09/10/2022

at 12:01 AM EDT

Expiration Date: 09/11/2022 12:01 AM

This replaces prior Certificate Number:

### Plan Administered By

K&K Insurance Group, Inc.  
1712 Magnavox Way  
Fort Wayne IN 46804

### Insurer

Markel Insurance Company  
10275 West Higgins Road, Suite 750  
Rosemont, IL 60018

### Contact Information

Name: MM – Short Term Special Events

Phone 1-877-648-6404

Fax: 1-260-459-5502

Email: info@eventinsurance-kk.com

### Producer Name And Mailing Address

K&K Insurance Group, Inc.  
1712 Magnavox Way  
Fort Wayne IN 46804

### To Report A Claim

By Phone: 1-800-237-2917

By Fax: 1-312-381-9077

By E-mail: KK.Claims@kandkinsurance.com

By Mail K&K Insurance Group, Inc.  
1712 Magnavox Way P.O. Box 2338  
Fort Wayne, Indiana 46801  
Online: www.kandkinsurance.com



**Description Of Operations, Premises, And Operations**

**Description Of Operations:**

Event Name: PepFest; Event Date: 09/10/2022 to 09/10/2022; # of attendees: 1000  
 Event Location: Highway 71 NE, Willmar, Minnesota 56201  
 Liquor Liability (as provided by CG 00 01 04 13) applies only if the insured is not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**Premises And Operations:**

Location No.	Address	Operations
	Refer to coverage form MGL1578	

**Limits of Insurance**

**Commercial General Liability**

General Aggregate	\$5,000,000	
Products/Completed Operations Aggregate	\$2,000,000	
Personal And Advertising Injury	\$2,000,000	Any One Person or Organization
Each Occurrence	\$2,000,000	
Damage to Premises Rented To You	\$1,000,000	Any One Premises
Medical Expense	\$5,000	Any One Person

**Additional Coverages**

In addition to the Commercial General Liability coverages shown above, the following additional coverages are provided. If a coverage is not listed below, such coverage, including its corresponding endorsement, does not apply to this Member Certificate.

**Limit Of Insurance**

**Endorsements**

Forms and endorsements applying to this Member Certificate and made part of the policy at time of issue:  
 Refer to master policy including all state amendatory endorsements applicable to the state of this Member Certificate

**This Member Certificate, together with the Coverage Form and any Endorsement(s) attached to the Master Policy, complete the above numbered certificate. Coverage is subject to all terms, conditions, limitations, exclusions, and other provisions contained therein.**

**Member Certificate Premium**

Commercial General Liability Premium: \$623.00

To review the Master Policy: Please send a written request to the Plan Administrator shown above.

Countersigned: 05/09/2022  
Date

By:   
AUTHORIZED REPRESENTATIVE

### What is PepFest?

Pepfest 2022 is a country music concert taking place outdoors at Robbins Island featuring 2 main Nashville artists Erin Grand and George Birge. (This is the first Minnesota Performance and homecoming for Lakeville native Erin Grand). Tickets will be sold online only, promoted within Kandiyohi County and beyond. The anticipated crowd will be 6,000 – 10,000 people. Modifications to the plans will be made according to ticket sales progress.

### When is PepFest?

Pepfest will take place on Saturday, September 10<sup>th</sup>, with gates opening at 4pm, with local acts. The main artists will perform between 6:00 and 9:00 PM.

### Why PepFest?

We are bringing this event to Willmar as the beginning of what we hope is a long run of festival events and cultural experiences right here in our own back yard. We want to bring big-city events to the people of Willmar who either cannot travel to experience them or otherwise wouldn't have the opportunity. We also want to generate some pride and excitement amongst the youth of Willmar as a place to look forward to raising a family. We don't want our children and grandchildren to feel like they have to move away to get a great cultural experience. We also recognize the alarming prevalence of hopelessness and depression in this country and want to provide a reason for people to be excited and inspired -- bring the people of Willmar and Kandiyohi County some hope and joy.

### Planning and Logistics

Steve Peppin and Mike Bowman will be the contact persons for this event, taking the lead on all logistics, planning and execution.

### SECURITY

FIRM – Robert Smith – RS Executive Protection (651) 276-8496 – WEFest, PrideFest, etc  
20-30 licensed and insured guards  
(Security Personnel per 500 people? Sgt Oakleaf)  
Security inside the event, several security guards patrolling the island.

### PARKING / SHUTTLE

High School, Middle School, Kennedy Elementary School, Civic Center, Kandiyohi Mall  
1 bus in satellite locations outside of town (1-2 trips max each location)

Mike Kubesh – Willmar Bus – MikeK@Willmarbus.com  
Dion Warne (Rotary)  
Riley's – inquiries in  
Special Parking Permits for staff, vendors, etc

### TRAFFIC CONTROL

Shuttle Busses will have access to Robbins Island for Loop Drop-off and Pick-Up  
Handicap Shuttle (CCT) Across the Street  
Staff Parking only at Robbins Island – No other Vehicle Access.  
Drop-off Point across the Street from Robbins Island

**Robbins Island Park Structure Buildings (regulated)**

VIP Talent Building (Upper)  
Staff and First Responder VIP Building (Middle)  
Medical / Police staging building (Lower)

Fire Chief Frank – no parking or POV drop-offs plan  
Grass standing room – 9600 people (with grass parking)  
Chairs allowed – 6900 people (with grass parking)

**PERMITS / INSURANCE**

\$30 Event Fee / Application City property  
Park License – Food and Beverage?  
Alcohol Sales Permit – Willie (Spurs) is a back-up  
Event Insurance -- \$500 – Liability -- MG Insurance Inc. – Christian Ochsendorf 320-235-9394

Rain-out Insurance – MG Insurance Inc – no premium yet  
Cap out of Number of People – 10,000

**SOUND / STAGE / LIGHTING**

Mystique Sound Solutions – Oakdale – 612-386-4738 -- Jay  
■ Time needed for setup and teardown

**PROMOTIONAL MEDIA**

Brandon Madden – Skintones 612-747-5151

**VENDORS**

15-25 – Steve Peppin

**SANITATION / FENCING**

Mini-Biffs 320-587-0244 - Mahri  
Portable toilet is 200 usages  
4-5 hour event, 8-10,000 people  
40-50 outhouses

Gary – 320-491-7366 – Public Works

Fencing outsourced for 8-foot chain-link across front of park near 1<sup>st</sup> street

Secure the Back side of Robbins Island with possibly mesh fencing and security at the bridge

**TICKETING – ADMISSION GATES**

1 Admission Gate – 2-3 lines

Staffed with ticket scanners



Fencing

Portable Toilet

Beverage Zone

Secondary Exit Gate

STAGE

Vendors

VENDORS

Entrance

VENDORS

VENDORS

VENDORS

Performer VIP

First Responder  
and Staff VIP

Medical

BUS  
71

Hwy 71 Srv Rd

RE/M  
Prefe

KRVY



**City Council Action Request**

<b>Council Meeting Date:</b>	May 16, 2022	<b>Agenda Item Number:</b>	15.
<b>Agenda Section:</b>	Regular	<b>Originating Department:</b>	Planning & Development Services
<b>Resolution</b>	No	<b>Prepared by:</b>	Justice Walker, Planning & Development Director
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Leslie Valiant, City Administrator
<b>No. of Attachments</b>	1	<b>Presented By:</b>	Justice Walker, Planning & Development Director
<b>Item:</b>	Direct Staff to Draft a RFP & Form a Selection Committee		

**RECOMMENDED ACTION:**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_ to direct staff to draft a RFP to provide symmetrical high-speed internet in Willmar and form a seven-member review committee for selection.

**OVERVIEW:**

Earlier this year staff reached out to multiple local internet providers to assess their plans for future residential fiber to the home build out in Willmar. After speaking with numerous providers, staff was presented a Letter of Intent (LOI) by Vibrant to start working on building the backbone for a residential fiber to the home project. Instead of accepting the LOI, Council directed staff to look more into the details of a possible contract and solicit more conversation around bringing residential fiber to the home in Willmar.

Shortly after the April 4<sup>th</sup>, 2022 Council meeting, multiple internet providers reached out to staff for clarity on what the City was looking to achieve with this project. Staff also spoke with the City Attorney regarding the best way to move forward with bringing residential fiber to the home to Willmar. Legal Counsel was concerned that the method staff was proposing would conflict with MN Statute 429.021.

Staff and the City Attorney examined multiple methods for the City to move forward with the Vibrant proposal, but none were viable. Through deliberation with the City Attorney, Staff finds the best way to move forward with this initiative is to draft a RFP to solicit proposals from potential internet providers. By drafting a RFP and forming a selection committee, the City will be in compliance with MN Statute 429.021.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

- Option A: Direct Staff to Draft a RFP & form a seven-member selection committee
- Option B: Table and Request More Information
- Option C: Decline Staff's Request

**BUDGETARY/FISCAL ISSUES:**

None

**ATTACHMENTS:**

Attachment #1: MN Statute 429.021



**429.021 LOCAL IMPROVEMENTS, COUNCIL POWERS.**

Subdivision 1. **Improvements authorized.** The council of a municipality shall have power to make the following improvements:

(1) To acquire, open, and widen any street, and to improve the same by constructing, reconstructing, and maintaining sidewalks, pavement, gutters, curbs, and vehicle parking strips of any material, or by grading, graveling, oiling, or otherwise improving the same, including the beautification thereof and including storm sewers or other street drainage and connections from sewer, water, or similar mains to curb lines.

(2) To acquire, develop, construct, reconstruct, extend, and maintain storm and sanitary sewers and systems, including outlets, holding areas and ponds, treatment plants, pumps, lift stations, service connections, and other appurtenances of a sewer system, within and without the corporate limits.

(3) To construct, reconstruct, extend, and maintain steam heating mains.

(4) To install, replace, extend, and maintain street lights and street lighting systems and special lighting systems.

(5) To acquire, improve, construct, reconstruct, extend, and maintain water works systems, including mains, valves, hydrants, service connections, wells, pumps, reservoirs, tanks, treatment plants, and other appurtenances of a water works system, within and without the corporate limits.

(6) To acquire, improve and equip parks, open space areas, playgrounds, and recreational facilities within or without the corporate limits.

(7) To plant trees on streets and provide for their trimming, care, and removal.

(8) To abate nuisances and to drain swamps, marshes, and ponds on public or private property and to fill the same.

(9) To construct, reconstruct, extend, and maintain dikes and other flood control works.

(10) To construct, reconstruct, extend, and maintain retaining walls and area walls.

(11) To acquire, construct, reconstruct, improve, alter, extend, operate, maintain, and promote a pedestrian skyway system. Such improvement may be made upon a petition pursuant to section 429.031, subdivision 3.

(12) To acquire, construct, reconstruct, extend, operate, maintain, and promote underground pedestrian concourses.

(13) To acquire, construct, improve, alter, extend, operate, maintain, and promote public malls, plazas or courtyards.

(14) To construct, reconstruct, extend, and maintain district heating systems.

(15) To construct, reconstruct, alter, extend, operate, maintain, and promote fire protection systems in existing buildings, but only upon a petition pursuant to section 429.031, subdivision 3.

(16) To acquire, construct, reconstruct, improve, alter, extend, and maintain highway sound barriers.

(17) To improve, construct, reconstruct, extend, and maintain gas and electric distribution facilities owned by a municipal gas or electric utility.



(18) To purchase, install, and maintain signs, posts, and other markers for addressing related to the operation of enhanced 911 telephone service.

(19) To improve, construct, extend, and maintain facilities for Internet access and other communications purposes, if the council finds that:

(i) the facilities are necessary to make available Internet access or other communications services that are not and will not be available through other providers or the private market in the reasonably foreseeable future; and

(ii) the service to be provided by the facilities will not compete with service provided by private entities.

(20) To assess affected property owners for all or a portion of the costs agreed to with an electric utility, telecommunications carrier, or cable system operator to bury or alter a new or existing distribution system within the public right-of-way that exceeds the utility's design and construction standards, or those set by law, tariff, or franchise, but only upon petition under section 429.031, subdivision 3.

(21) To assess affected property owners for repayment of voluntary energy improvement financings under section 216C.436, subdivision 7, or 216C.437, subdivision 28.

(22) To construct, reconstruct, alter, extend, operate, maintain, and promote energy improvement projects in existing buildings, provided that:

(i) a petition for the improvement is made by a property owner under section 429.031, subdivision 3;

(ii) the municipality funds and administers the energy improvement project;

(iii) project funds are only used for the installation of improvements to heating, ventilation, and air conditioning equipment and building envelope and for the installation of renewable energy systems;

(iv) each property owner petitioning for the improvement receives notice that free or low-cost energy improvements may be available under federal, state, or utility programs;

(v) for energy improvement projects on residential property, only residential property having five or more units may obtain financing for projects under this clause; and

(vi) prior to financing an energy improvement project or imposing an assessment for a project, written notice is provided to the mortgage lender of any mortgage encumbering or otherwise secured by the property proposed to be improved.

*[See Note.]*

**Subd. 2. Combining improvements.** An improvement on two or more streets or two or more types of improvement in or on the same street or streets or different streets may be included in one proceeding and conducted as one improvement.

**Subd. 3. Relation to charter and other laws.** When any portion of the cost of an improvement is defrayed by special assessments, the procedure prescribed in this chapter shall be followed unless the council determines to proceed under charter provisions; but this chapter does not prescribe the procedure to be followed by a municipality in making improvements financed without the use of special assessments.

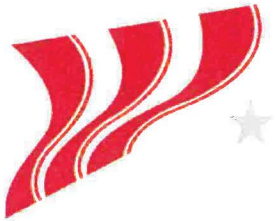
If the council determines to proceed under charter provisions for special assessments, such provisions shall be deemed to include a requirement that notices of proposed assessments inform property owners of the procedures they must follow under the charter in order to appeal the assessments to district court. The

notices shall also inform property owners of the provisions of sections 435.193 to 435.195 and the existence of any deferment procedure established pursuant thereto in the municipality.

Charter provisions shall also be deemed to require that when the council determines to make any improvement, it shall let the contract for all or part of the work, or order all or part of the work done by day labor or otherwise as may be authorized by the charter, no later than one year after the adoption of the resolution ordering such improvement, unless a different time limit is specifically stated in the resolution ordering the improvement.

**History:** 1953 c 398 s 2; 1965 c 877 s 1; 1971 c 617 s 5; 1973 c 201 s 1; 1974 c 233 s 2; 1974 c 314 s 1; 1976 c 195 s 1; 1978 c 518 s 1; 1979 c 330 s 2; 1981 c 334 s 5; 1984 c 548 s 4; 1984 c 582 s 3; 1984 c 591 s 2; 1984 c 633 s 2; 1987 c 138 s 2; 1997 c 219 s 5; 2000 c 490 art 5 s 31; 2000 c 493 s 5; 2005 c 67 s 1; 2010 c 216 s 21; 2018 c 155 s 35; 1Sp2021 c 14 art 6 s 15

**NOTE:** The amendment to subdivision 1 by Laws 2021, First Special Session chapter 14, article 6, section 15, is effective for special assessments payable in 2022 and thereafter. Laws 2021, First Special Session chapter 14, article 6, section 15, the effective date.



**City Council Action Request**

<b>Council Meeting Date:</b>	May 16, 2022	<b>Agenda Item Number:</b>	16.
<b>Agenda Section:</b>	Regular	<b>Originating Department:</b>	Administration
<b>Resolution</b>	No	<b>Prepared by:</b>	Administration
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Leslie Valiant, City Administrator and Mayor Calvin
<b>No. of Attachments</b>		<b>Presented By:</b>	Mayor Marv Calvin
<b>Item:</b>	Consideration of Members for the Mayor’s Housing Task Force		

**RECOMMENDED ACTION:**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_ to approve the Mayor’s recommendation of members to form a Housing Task Force.

**OVERVIEW:**

At the May 2, 2022 Council meeting the formation of a Housing Task Force was approved to research potential sites for development of single-family housing. Recommended membership included Mayor Calvin, Council Member O’Brien, and various community and staff members. Two additional Council Members were appointed being Justin Ask and Julie Asmus with Thomas Butterfield serving as alternate with staff members to include Leslie Valiant and Justice Walker.

The recommended community members for considered are as shown on the attached membership list.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

- Option A: Revise the formation of the task force
- Option B: Consider additional members

**BUDGETARY/FISCAL ISSUES:**

None

**ATTACHMENTS:**

Mayor’s Housing Task Force Membership

## Mayor's Housing Task Force Names to Consider

<b>Name</b>	<b>Organization</b>
Chad Kompelein	Kompelein Construction
Tim Carlson	Carlson Construction
Ryan Koosman	Rak Construction
Tyler Hanson	Edina Realty
Jill Bengtson	HRA Director
Sara Carlson	Willmar Community Foundation
Hunter Pagel	Jennie-O Turkey Store
Corky Berg	County Commissioner
Steve Gardner	County Commissioner
Paul Borene	Citizen
Jane Vikse	Vikse Real Estate
Tiffany Kibwota	United Community Action Partnership
Paul Kruger	Chappell Central
Tiffany Collins	Central Community Transit

## Appointed Housing Task Force Members

<b>Name</b>	<b>Organization</b>
Marv Calvin	Mayor
Michael O'Brien	Council
Justin Ask	Council
Julie Asmus	Council
Tom Butterfield	Council – Alternate
Leslie Valiant	City Administrator
Justice Walker	Planning & Development Svcs. Director