



**WILLMAR CITY COUNCIL MEETING
MONDAY, MARCH 1, 2021 AT 7:00 PM
BOARD ROOM, HEALTH AND HUMAN SERVICES BUILDING
2200 – 23RD STREET NE, WILLMAR, MINNESOTA
ALSO AVAILABLE BY ELECTRONIC MEANS (GOTO MEETING)**

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Recognition of Retirement of David Carlson, Public Works Operator for 40+ Years
6. Consent Items
 - Approve:
 - A. City Council Minutes of February 16, 2021
 - B. Willmar Municipal Utilities Commission Minutes of February 22, 2021
 - C. Planning Commission Minutes of February 10, 2021
 - D. Accounts Payable Report of February 11 – 24, 2021
 - E. Public Works/Safety Minutes of February 18, 2021
 1. Approve Purchase of Skid Loader – Public Works
 2. Approve Purchase of Kubota -Wastewater
 3. Approve Cooperative Construction Agreement with MnDOT for TH 12 Utility Adjustments
 - F. Finance Committee Minutes of February 18, 2021
 1. Call for Public Hearing on the Issuance of Conduit Revenue Bonds to be Held April 5, 2021
 - G. Approve the Civic Center Arena Special Event by On-Sale Liquor License Holder Permit
 - Accept:
 - H. Willmar Area CVB Minutes of January 19, 2021
 - Information:
 - I. Main Street Board Minutes of February 23, 2021
7. Approve Consent Agenda Items
8. Items Removed from Consent Agenda
9. Approve Amending Appointments to the Intergovernmental Planning and Communications Committee
10. Approve Directing Staff to Initiate Recruitment Process for Human Resource Director
11. Approve Professional Services Agreements (2) with Bolton and Menk, Inc. for Epitopix Watermain and Sanitary Sewer Project
12. Approve Professional Services Agreement with Bolton and Menk, Inc. Related to TH 12 Lift Station Elimination

13. Authorize Intergovernmental Transfer and ECPN Payments Agreement by and Between Carris Health Rice Memorial Hospital, Rice Care Center and the City
14. "Community Pride" Announcements
15. Announcement of Council Committee Meetings
16. Adjourn

CITY OF WILLMAR

MISSION STATEMENT

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

COMMUNITY VALUES

Fiscal Responsibility

Excellence in the Delivery of Service

Quality Service

Ethics and Integrity

Visionary Leadership and Planning

Open and Honest Communication

Professionalism

RESOLUTION NO. 17-90

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

Motion By: Plowman

Second By: Mueske

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

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

WHEREAS, the following summary of capital priorities was reached:

Facilities:

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

Stormwater Management:


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

Parks:

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

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

Dated this 7th day of August, 2017



Mayor

Attest:



City Clerk

WILLMAR CITY COUNCIL PROCEEDINGS
BOARD ROOM
HEALTH AND HUMAN SERVICES BUILDING
WILLMAR, MINNESOTA
& BY ELECTRONIC MEANS (GOTO MEETING)

February 16, 2021
7:00 p.m.

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

Also present were City Administrator Brian Gramentz, Police Chief Jim Felt, Finance Director Steve Okins, Planning and Development Director David Ramstad, Human Resource Director Samantha Beckman, 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 Plowman seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

City Clerk Judy Thompson reviewed the consent agenda.

- A. City Council Minutes of February 1, 2021
- B. Willmar Municipal Utilities Commission Minutes of February 8, 2021
- C. Accounts Payable Report of January 28 - February 10, 2021
- ~~D. Public Works/Safety Minutes of February 4, 2021~~
 - ~~1. Resolution Accepting Project No. 2001-E (Sanitary Sewer Connection to 7th Avenue NW) and Authorizing Final Payment~~
 - ~~2. Resolution Approving Purchase of Two International Trucks off State Bid for Public Works Department~~
 - ~~3. Resolution Approving Purchase of 2021 Silverado Pickup for Fire Department with Additional Equipment~~
- E. Finance Committee Minutes of February 4, 2021
- F. Community Development Committee Minutes of February 8, 2021
 - ~~1. Consideration of Authorizing Planning Commission to Form the Comprehensive Plan Work Group for Development of Willmar's 2040 Comprehensive Plan~~
- G. Labor Relations Minutes of February 9, 2021
- H. Police Commission Minutes of October 1, 2020
- I. Willmar Area Convention and Visitors Bureau Minutes of December 15, 2020
- J. Building Report for the Month of January, 2021
- K. Invest in Willmar Board Minutes of January 13, 2021

Council Member Fagerlie offered a motion to introduce **Resolution No. 2021-033 Approving Consent Agenda Items**. Council Member Plowman asked that Items D.1.2.3. be removed for discussion. Council Member Fagerlie asked that Item F.1. be removed for discussion. Council Member Asmus seconded the motion to approve the consent agenda, with the removal of Items D.1.2.3. and F.1., which carried on a roll call vote of Ayes 8, Noes 0.

Council Member Plowman gave a brief overview of Item D.1. noting the final payment is in the amount of \$12,409.36 to Land Pride Construction, LLC.; Item D.2. noting the purchase price of the dump trucks is \$199,954 from North Central International, and the snow removal equipment in the amount of \$189,184 from Towmaster Inc., for a total amount of \$389,138; Item D.3. noting the purchase price of the pickup is \$33,039 plus tax and title, with additional equipment not to exceed \$20,000 from Schwieters Chevrolet.

Council Member Plowman offered a motion to approve Items D.1. 2. and 3. and introduced the following: **Resolution No. 2021-034 Approving Public Works/Safety Committee Items.** **Resolution No. 2021-035 Accepting Project No. 2001-E and Authorizing Final Payment.** **Resolution No. 2021-036 Approving the Purchase of Two International Trucks with Snow Removal Equipment in the Amount of \$389,138.** **Resolution No. 2021-037 Approving the Purchase of a 2021 Chevrolet Silverado Pickup from Schwieters Chevrolet of Willmar for the Amount of \$33,039.00 Plus Tax and Title and Additional Equipment Not to Exceed the Amount of \$20,000.00.** Council Member Asmus seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Council Member Fagerlie informed the Mayor and Council the Planning Commission is interested in forming a comprehensive plan work group for the development of Willmar's 2040 Comprehensive Plan and is looking for interested individuals to serve. Individuals interested in serving on this work group should contact the Planning and Development Services department.

Council Member Fagerlie offered a motion to approve Item F.1. and introduced **Resolution No. 2021-038 Authorize Planning Commission to Form the Comprehensive Plan Work Group for the Development of Willmar's 2040 Comprehensive Plan.** Council Member Asmus seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Police Chief Felt presented a request to approve the proposed job description and funding for a Forensic Analyst position within the Police Department. It was noted this was approved by the Labor Relations Committee at their February 9, 2021 meeting.

Following a lengthy discussion, **Resolution No. 2021-039 Approve Job Description and Funding for Forensic Analyst Position in 2021** was introduced by Council Member O'Brien. Council Member Davis seconded the motion which carried, on a roll call vote of Ayes 7, Noes 1. Council Member Butterfield voted "no".

Human Resource Director Beckman and BakerTilly representative Patty Heminover presented a request to approve the updated City Administrator search brochure.

Following discussion, **Resolution No. 2021-040 Approve City Administrator Search Brochure** was introduced by Council Member Plowman. Council Member Ask seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Council Member O'Brien brought to the Council's attention, included in the Municipal Utilities Commission minutes approved with the consent agenda was the demolition of the old power plant. He noted the public deadline for interested parties to purchase the plant is September 1, 2021.

Mayor Calvin noted four new firefighters have recently passed their state certification test.

The upcoming Committee meetings will be as follows: Public Works/Safety Committee – Thursday, February 18th at 4:30 p.m.; Finance Committee –Thursday, February 18th at 5:45 p.m.; Community Development Committee – no meeting scheduled at this time; and Labor Relations Committee – no meeting scheduled at this time.

Council Member Fagerlie offered a motion to adjourn the meeting with Council Member Asmus seconding the motion which carried. The meeting adjourned at 8:02 p.m.

MAYOR

Attest:

SECRETARY TO THE COUNCIL

RESOLUTION NO. 2021-033
APPROVING CONSENT AGENDA ITEMS

Motion By: Fagerlie

Second By: Asmus

WHEREAS, the City Charter for the City of Willmar requires the City Council approve all Consent Agenda items by resolution.

BE IT RESOLVED by the City Council of the City of Willmar Minnesota, that all Consent Items of the February 16, 2021 City Council meeting be approved as presented.

Dated this 16th day of February, 2021

/s/ Marv Calvin
MAYOR

Attest:

/s/ Judy Thompson
CITY CLERK

RESOLUTION NO. 2021-034
APPROVING PUBLIC WORKS/SAFETY COMMITTEE ITEMS

Motion By: Plowman

Second By: Asmus

WHEREAS, the City Charter for the City of Willmar requires the City Council approve all items by resolution.

BE IT RESOLVED by the City Council of the City of Willmar Minnesota, that all the resolutions of the February 4, 2021 Public Works/Safety Committee meeting be approved as presented.

Dated this 16th day of February, 2021

/s/ Marv Calvin
MAYOR

Attest:

/s/ Judy Thompson
CITY CLERK

RESOLUTION NO. 2021-035

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

Motion By: Plowman Second By: Asmus

IMPROVEMENT: Project No. 2001-E – Sanitary Sewer Project

CONTRACTOR:	Land Pride Construction, LLC
DATE OF CONTRACT:	May 4, 2020
BEGIN WORK:	July 7, 2020
COMPLETE WORK:	August 1, 2020
APPROVE, ENGINEERING DEPT:	October 6, 2020

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

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

ORIGINAL CONTRACT AMOUNT:	\$244,577.00
CHANGE ORDER NO. 1	\$18,824.20
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$263,401.20
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$260,596.36
Less Previous Payments	\$248,187.00
FINAL PAYMENT DUE CONTRACTOR:	\$12,409.36

Dated this 16th day of February, 2021

/s/ Marv Calvin
Mayor

Attest:

/s/ Judy Thompson
City Clerk

RESOLUTION NO. 2021-036

A RESOLUTION APPROVING THE PURCHASE OF TWO INTERNATIONAL TRUCKS WITH SNOW REMOVAL EQUIPMENT IN THE AMOUNT OF \$389,138.

Motion By: Plowman

Second By: Asmus

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the purchase of two International HV507 dump trucks from North Central International is accepted through State Contract No. 173556 in the amount of \$199,954 and snow removal equipment from Towmaster, Inc. through State Contract No. 167105 in the amount of \$189,184 and be it further resolved the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreements with the bidders. for the terms and consideration of the contract in the total amount of \$389,138.

Dated this 16th day of February, 2021

/s/ Marv Calvin
Mayor

Attest:

/s/ Judy Thompson
City Clerk

RESOLUTION NO. 2021-037

AUTHORIZATION APPROVING THE PURCHASE OF A 2021 CHEVROLET SILVERADO PICKUP FROM SCHWIETERS CHEVROLET OF WILLMAR FOR THE AMOUNT OF \$33,039.00 PLUS TAX AND TITLE AND ADDITIONAL EQUIPMENT NOT TO EXCEED THE AMOUNT OF \$20,000.00.

Motion By: Plowman

Second By: Asmus

BE IT RESOLVED, by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the purchase of a 2021 Chevrolet Silverado pickup from Schwieters Chevrolet of Willmar, Minnesota with tax and license added at a later date, for the amount of \$33,039.00 plus tax and title and additional equipment not to exceed the amount of \$20,000.00.

Dated this 16th day of February, 2021.

/s/ Marv Calvin
MAYOR

ATTEST:

/s/ Judy Thompson
CITY CLERK

RESOLUTION NO. 2021-038

AUTHORIZE PLANNING COMMISSION TO FORM THE COMPREHENSIVE PLAN WORK GROUP FOR THE DEVELOPMENT OF WILLMAR'S 2040 COMPREHENSIVE PLAN

Motion By: Fagerlie

Second By: Asmus

WHEREAS, the City Charter for the City of Willmar requires the City Council approve all items by resolution.

BE IT RESOLVED by the City Council of the City of Willmar Minnesota, that the Planning Commission is authorized to form the Comprehensive Plan Work Group for the development of Willmar's 2040 Comprehensive Plan.

Dated this 16th day of February, 2021

/s/ Marv Calvin
MAYOR

Attest:

/s/ Judy Thompson
CITY CLERK

RESOLUTION NO. 2021-039

APPROVE JOB DESCRIPTION AND FUNDING FOR FORENSIC ANALYST POSITION IN 2021

Motion By: O'Brien

Second By: Davis

WHEREAS, the City Charter for the City of Willmar requires the City Council approve all items by resolution.

BE IT RESOLVED by the City Council of the City of Willmar Minnesota, that the job description and funding for the Forensic Analyst Position be approved for year 2021.

Dated this 16th day of February, 2021

/s/ Marv Calvin
MAYOR

Attest:

/s/ Judy Thompson
CITY CLERK

RESOLUTION NO. 2021-040

APPROVE CITY ADMINISTRATOR SEARCH BROCHURE

Motion By: Plowman

Second By: Ask

WHEREAS, the City Charter for the City of Willmar requires the City Council approve all items by resolution.

BE IT RESOLVED by the City Council of the City of Willmar Minnesota, the brochure developed by Baker Tilly for the City Administrator Search be hereby approved.

Dated this 16th day of February, 2021

/s/ Marv Calvin
MAYOR

Attest:

/s/ Judy Thompson
CITY CLERK

WILLMAR MUNICIPAL UTILITIES COMMISSION
MEETING MINUTES OF FEBRUARY 22, 2021

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, February 22, 2021 at 11:45 a.m. in the WMU Auditorium with the following Commissioners present: Justin Mattern, Abdirizak Mahboub, Nathan Weber, Bruce DeBlicek, Ross Magnuson, Cole Erickson and Kerry Johnson.

Others present at the meeting were: General Manager John Harren, Compliance/HR Manager Janell Johnson, Energy Safety Outreach Coordinator Chris Radel, Administrative Secretary Beth Mattheisen, IS Coordinator Mike Sangren, City Attorney Robert Scott, City Council Liaison Michael O'Brien, and WC Tribune Journalist Shelby Lindrud.

Commissioner Mattern (President) opened the meeting by reminding all attendees of the current masking requirements relating to the current virus pandemic. Mattern continued by asking if any revisions were needed to the agenda presented. There being none, a resolution was requested to approve the Consent Agenda. Following review and discussion, Commissioner Mahboub offered a resolution to approve the Consent Agenda as presented. Commissioner DeBlicek seconded.

RESOLUTION NO. 9

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

- ❖ Minutes from the February 8, 2021 Commission meeting; and,
- ❖ Bills represented by vouchers No. 20210168 to No. 20210228 and associated wire transfers inclusive in the amount of \$1,291,881.16.

Dated this 22nd day of February, 2021.

President

Attest:

Secretary

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

Energy Safety Outreach Coordinator Radel presented the Commission with an update of the financial impact the COVID-19 pandemic has had on our utility through December 2020. The information provided contained a high-level overview of the commodity sales/revenues as it correlates to the current pandemic. The data was originally presented to the Commission April with periodic updates following in May, July, and November. Among the data presented were: 1) late charges incurred from mid-February thru December of \$358,537; 2) past due history (both electric & water); 3) effect of COVID-19 on electric load (demand); 4) kWh sales (electric); 5) revenue data for both electric & water; 6) YTD water sales comparisons (Feb-Dec 2019 vs 2020); 7) potential financial losses through December; and, 8) budgeted amounts differed by delaying specific projects. Potential revenue losses were originally estimated at \$3.025 million with a current (thru December 2020) total loss of \$795,126 (projections consist of disconnect fees, late fees, bankruptcies, and reduced sales). The cost reduction of projects delayed (both Capital and O&M) is estimated at \$2.45 million. The difference of the loss in revenue versus delayed project costs would be made from the Catastrophic Fund Balance (\$572,350). WMU has received \$23,288 care dollars via the CARES ACT. Staff is also aware of the impact the pandemic may have on the 2021 WMU Budget (previously approved). Amendments have been proposed to the 2021 WMU Budget and will be addressed at the next WMU Planning Committee meeting. Staff will continue to monitor the situation and provide updates to the Commission as required.

Commissioner DeBlieck and General Manager Harren provided a recap of their recent participation in the 2021 MMUA Legislative Conference. This virtual event was held on February 10th. One of the key issues of discussion focused on clean energy including the reduction of carbon emissions and greenhouse gases with a goal of being 100% carbon-free by 2040. This would also include a significant increase in biofuels and electric vehicles to assist in reducing the carbon footprint. Further discussed were various legislative issues concerning the electric utility industry.

As a member of Missouri River Energy Services (MRES), the Utility is provided a monthly update from the MRES and Western Minnesota Municipal Power Agency (WMMPA) Board of Directors meeting. The update provides a brief overview of the topics discussed by the Boards and the actions taken. At this time, the video summary from the January 14, 2021 MRES and WMMPA Board of Directors meeting was presented.

General Manager Harren informed the Commission that a meeting of the WMU Planning Committee has been scheduled for Thursday, March 4th beginning at 12:00 pm in the WMU Auditorium. Agenda topics will include: GRE Priam/Willmar Design & Construction Agreement, Open House, Water Treatment Plant funding/financing, and amended 2021 WMU Budgets including capital projects. A meeting of the WMU Labor Committee will be forthcoming with agenda items to include: pay equity, clothing policy (union), non-union market adjustments, employee survey (trending), succession plan, revised 2021 WMU Budgets, and Strategic Plan update.

General Manager Harren reported that the impact on WMU's operations during the recent cold snap was minimal. The type of devastation experienced in Texas due to the recent cold weather will be discussed at an upcoming Planning Committee meeting (i.e. scenario for catastrophic planning).

For information: Upcoming meetings/events to note include:

- 2021 APPA Legislative Rally (virtual event): March 1 & 2
- APPA webinar: "*Best Practices in Public Power Governance*" (virtual course)
 - March 11th (11:00 am - 2:30 pm) (Mattern/Johnson/DeBlieck/Harren)

There being no further business to come before the Commission, Commissioner Mattern offered a motion to adjourn. Commissioner DeBlieck seconded the motion which carried by a vote of seven ayes and zero nays, and the meeting was adjourned at 12:26 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Administrative Secretary

ATTEST:

Abdirizak Mahboub, Secretary

**WILLMAR PLANNING COMMISSION
CITY OF WILLMAR, MN
WEDNESDAY, FEBRUARY 10, 2021**

MINUTES

1. The Willmar Planning Commission met on Wednesday, February 10, 2021, at 7:03 p.m. virtually via GoTo Meeting.

** Members Present: Jeff Kimpling, Jonathan Marchand, Justice Walker, Stephanie Carlson and Terry Sieck.

** Members Absent: Christina Nelson, Cletus Frank, Khalif Ahmed Bashir

** Others Present: Sarah Swedburg – Planner, Dave Ramstad – Planning & Development Director

2. REORGANIZATION: Mr. Kimpling made a motion, seconded by Ms. Carlson to nominate Mr. Marchand as chair. Motion carried.

Ms. Carlson made a motion, seconded by Mr. Marchand to nominate Mr. Kimpling as vice chair. Motion carried.

Mr. Kimpling made a motion, seconded by Ms. Carlson to nominate Mr. Sieck as secretary. Motion carried.

3. MINUTES: Minutes of the December 16, 2020 meeting were approved as presented.

4. NORTHERN FACTORY SALES PLAN REVIEW – FILE NO 21-01: Staff presented the plan review for the existing industrial use to be brought to conforming status, further allowing the construction of a 38,380 square foot addition on property described as follows: Lots 6, 7, and 8, Block 1 as shown on the recorded plat entitled Willmar Industrial Park Second Addition, on file in the office of the Kandiyohi County Recorder (2701 4th Ave SW).

Sean Christensen discussed the reasoning for our standards, policies, and practices regarding accesses & drive approaches. A departmental policy of a maximum width of 32' for driveways is standard operating procedure for the engineering department though wider ones exist. A driveway of greater size is left to the discretion of the Commission. Engineering generally looks for a width between driveway entrances of greater than 100' when reviewing plans due to safety concerns. The plan does not meet the 100' width operating procedure. Generally, engineering tries to limit the number of approaches to a property to alleviate potential points of traffic conflict. 28th Street operates as a collector road and congestion concerns are minimal currently but future development on nearby vacant lots could create future traffic concerns.

Mr. Kimpling asked about existing driveway widths –they are approximately 32 feet. Hope Thompson, President for Northern Radiator discussed the use of the existing driveways. The expansions allow for safer use of the drives by the trucks coming in and out of the site. It is the intention of Northern Radiator for the loops to an in & out designated. Currently, they see 2-3 trucks in the morning and up to about 8 trucks in the afternoon. Most truck traffic is semitrucks and container carriers.

The expansion would allow for more product to move in and out of the facility at maximum efficiency, retrofitting the site to current industrial standards. They currently have 60 employees and don't anticipate this expansion changing their current staffing model. The Planning & Development intern is currently working on gathering driveway standards from other communities. However, this application will need Planning Commission determination prior to this ordinance change being ready.

Staff noted that parking space requirements are based on either staffing numbers or building square footage, whichever is greater. Zoning Ordinance standards require 146 spaces, but Northern Radiator is proposing approximately 102. They have submitted an application for a variance. The Commission expressed a desire to see a minimization of parking.

The Planning Commission reviewed and discussed Staff comments (Attachment A).

Motion by Ms. Carlson, seconded by Mr. Kimpling to approve the Plan Review with the following conditions:

- A. Onsite parking shall meet Zoning Ordinance standards or a variance shall be approved.
- B. Parcels shall be combined with Kandiyohi County into one parcel.
- C. The Stormwater Ordinance shall be complied with and plans shall be approved by the Engineering Department.
- D. The use shall meet all applicable local, state, and federal rules and regulations at all times.

The Planning Commission reviewed and made affirmative findings of fact as per Zoning Ordinance Section 9.E.3.a.1-7.

The motion carried.

5. INTRODUCTIONS: The Planning Commission welcomed the newest appointed Commissioner, Justice Walker, and introduced themselves.
6. PLANNING COMMISSION COMP PLAN WORK GROUP: Staff reviewed the Comprehensive Plan work and informed the Commission that the next step is to formulate the “Planning Commission Comp Plan Work Group” to continue with the creation of the Comprehensive Plan document. This group will meet for approximately 9-12 months & be led by Planning Commissioners. The group will be split into smaller sub-groups to review

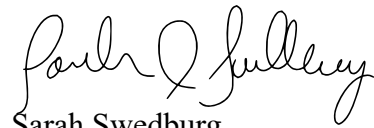
a set of Comp Plan chapters every few months for feedback, edits, and to conduct occasional community input workshops on targeted topics.

Motion by Ms. Carlson, 2nd by Mr. Sieck to create the Planning Commission Comp Plan Work Group.

Motion carried.

7. MEETING DATE & TIME: No changes needed at this time. The Planning Commission will continue to meet on first and third Wednesdays of each month at 7pm.
8. MISCELLANY: No meeting anticipated next week. Staff is working on driveway standards and will have this item prepared for review in March.
9. There being no further business to come before the Commission, the meeting adjourned at 8:31 p.m.

Respectfully submitted,



Sarah Swedburg
Planner

Report Selection:

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

INCLUSIONS:

Fund & Account.		thru
Check.. Date.....	02/11/2021	thru 02/24/2021
Source Codes.....		thru
Journal Entry Dates.....		thru
Journal Entry Ids.....		thru
Check.. Number.....		thru
Project.....		thru
Vendor.....		thru
Invoice.....		thru
Purchase Order.....		thru
Bank.....		thru
Totals Only?.....	N	
1099 Vendors Only?.....		
Lower Dollars Limit.....		
Create Excel file & Download	N	

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
J		01		MNWIPRT12	Y	S	6	066	10			

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
BENNETT OFFICE TECHNOLOG			000099											
	61375	02/24/21	MANAGED PRINT SERVICES	63.32		313776		D	-				OFFICE SUPPLIES	208.45005.0220
	61375	02/24/21	CONTRACT USAGE-FEB	554.09		313803		D	-				MTCE. OF EQUIPME	101.41410.0334
			VENDOR TOTAL	617.41		*CHECK TOTAL								
BENNETT VENTURES INC			001323											
	61376	02/24/21	CUT KEYS FOR BLDG	15.00		1012		D	-				MTCE. OF STRUCTU	101.42411.0335
BENSON LAUNDRY			003377											
	61377	02/24/21	CLEANING SUPPLIES	10.60		349113		D	-				CLEANING AND WAS	101.45433.0228
BENSON/DENNIS			002281											
	61378	02/24/21	PIANO TUNING	100.00		020821		D	N	01			MTCE. OF EQUIPME	101.45435.0334
	61378	02/24/21	FIX PIANO PEDAL SYSTEM	25.00		020821		D	N	01			MTCE. OF EQUIPME	101.45435.0334
			VENDOR TOTAL	125.00		*CHECK TOTAL								
BERNICK'S PEPSI-COLA CO			000103											
	61379	02/24/21	CONCESSION SUPPLIES	717.58		177769		D	-				GENERAL SUPPLIES	101.45433.0229
BOLTON & MENK INC			001010											
	61380	02/24/21	EAGLE LAKE SWR REPAIR	320.00		0263386		D	-				PROFESSIONAL SER	651.48487.0446
BULLET PROOF MECHANICAL			003181											
	61381	02/24/21	RADIATOR REPAIR-LABOR	115.00		6512		D	-				MTCE. OF STRUCTU	101.43425.0335
CANON FINANCIAL SERVICES			002336											
	61382	02/24/21	COPIER LEASE-FEB	98.56		26236709		D	-				RENTS	101.41405.0440
CARDMEMBER SERVICE			002365											
	61359	02/12/21	2022 CAMERAS-CLOUD STOR.	31.12		STMT/1-21		D	-				PREPAID EXPENSES	101.128000
	61359	02/12/21	2022 GO TO MTG SUBSCRIP.	133.58		STMT/1-21		D	-				PREPAID EXPENSES	101.128000
	61359	02/12/21	SWEDBURG-CONF REGIS.	325.00		STMT/1-21		D	-				TRAVEL-CONF.-SCH	101.41402.0333
	61359	02/12/21	RAU-CONFERENCE REGIS.	100.00		STMT/1-21		D	-				TRAVEL-CONF.-SCH	101.41402.0333
	61359	02/12/21	DOC MONTHLY SOFTWARE	95.00		STMT/1-21		D	-				SUBSCRIPTIONS AN	101.41409.0443
	61359	02/12/21	2021 CAMERAS-CLOUD STOR.	342.38		STMT/1-21		D	-				SUBSCRIPTIONS AN	101.41409.0443
	61359	02/12/21	FILE TRANSFER SERV-JAN	100.00		STMT/1-21		D	-				SUBSCRIPTIONS AN	101.41409.0443
	61359	02/12/21	2021 GO TO MTG SUBSCRI	1,469.42		STMT/1-21		D	-				SUBSCRIPTIONS AN	101.41409.0443
	61359	02/12/21	OFF SITE BACKUP-JAN	34.99		STMT/1-21		D	-				SUBSCRIPTIONS AN	101.41409.0443
	61359	02/12/21	CD BURNING LICENSE	64.70		STMT/1-21		D	-				LICENSES AND TAX	101.41409.0445
	61359	02/12/21	FOREIGN TRANSACTION FEE	1.90		STMT/1-21		D	-				OTHER CHARGES	101.41409.0449
	61359	02/12/21	TONER CARTRIDGES	273.76		STMT/1-21		D	-				OFFICE SUPPLIES	101.42411.0220
	61359	02/12/21	CRIME SCENE CAMERA/EQUIP	343.43		STMT/1-21		D	-				SMALL TOOLS	101.42411.0221
	61359	02/12/21	SNOW BRUSH FOR SQUAD	4.98		STMT/1-21		D	-				SMALL TOOLS	101.42411.0221
	61359	02/12/21	FORENSICS EQUIPMENT	106.79		STMT/1-21		D	-				SMALL TOOLS	101.42411.0221
	61359	02/12/21	REGION VI CHIEFS MTG	31.43		STMT/1-21		D	-				SUBSISTENCE OF P	101.42411.0227
	61359	02/12/21	BATTERIES	56.90		STMT/1-21		D	-				GENERAL SUPPLIES	101.42411.0229
	61359	02/12/21	DISPOSABLE HAND CUFFS	32.34		STMT/1-21		D	-				GENERAL SUPPLIES	101.42411.0229
	61359	02/12/21	SEARCH & RESCUE SUPPLIES	74.57		STMT/1-21		D	-				GENERAL SUPPLIES	101.42411.0229

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARDMEMBER SERVICE				002365											
	61359	02/12/21	COMMUNITY EVENT ITEMS	94.91			STMT/1-21		D	-				GENERAL SUPPLIES	101.42411.0229
	61359	02/12/21	FIREARMS TRNG SUPPLIES	44.03			STMT/1-21		D	-				GENERAL SUPPLIES	101.42411.0229
	61359	02/12/21	FLASHLIGHT HOLSTER	16.13			STMT/1-21		D	-				GENERAL SUPPLIES	101.42411.0229
	61359	02/12/21	STORAGE TOTES	73.25			STMT/1-21		D	-				GENERAL SUPPLIES	101.42411.0229
	61359	02/12/21	STORAGE TOTES	108.34			STMT/1-21		D	-				GENERAL SUPPLIES	101.42411.0229
	61359	02/12/21	LIVINGOOD-TACTICAL TRNG	670.00			STMT/1-21		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	61359	02/12/21	HELGESON-TACTICAL TRNG	670.00			STMT/1-21		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	61359	02/12/21	ST SURVIVAL TRNG REGIS.	777.00			STMT/1-21		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	61359	02/12/21	LIVINGOOD-NTOA MBRSH	35.00			STMT/1-21		D	-				SUBSCRIPTIONS AN	101.42411.0443
	61359	02/12/21	HELGESON-NTOA MBRSH	35.00			STMT/1-21		D	-				SUBSCRIPTIONS AN	101.42411.0443
	61359	02/12/21	POSTAGE STAMPS	55.00			STMT/1-21		D	-				POSTAGE	101.42412.0223
	61359	02/12/21	COFFEE	119.28			STMT/1-21		D	-				GENERAL SUPPLIES	101.42412.0229
	61359	02/12/21	FIRST AID SUPPLIES	326.39			STMT/1-21		D	-				GENERAL SUPPLIES	101.42412.0229
	61359	02/12/21	PREPAID CAR WASHES	210.00			STMT/1-21		D	-				MTCE. OF EQUIPME	101.42412.0334
	61359	02/12/21	SEAN-BRIDGE INSP. COURSE	100.00			STMT/1-21		D	-				TRAVEL-CONF.-SCH	101.43417.0333
	61359	02/12/21	AED PADS	578.21			STMT/1-21		D	-				GENERAL SUPPLIES	101.43425.0229
	61359	02/12/21	DELBOSQUE-IAAP WEBINAR	27.37			STMT/1-21		D	-				TRAVEL-CONF.-SCH	101.43425.0333
	61359	02/12/21	MOSQUITO/TURF SPRAY TRNG	380.00			STMT/1-21		D	-				TRAVEL-CONF.-SCH	101.43425.0333
	61359	02/12/21	MOSQUITO SPRAYING TRNG	870.00			STMT/1-21		D	-				TRAVEL-CONF.-SCH	101.43425.0333
	61359	02/12/21	EPCRA TIER II ANNUAL FEE	25.62			STMT/1-21		D	-				LICENSES AND TAX	101.43425.0445
	61359	02/12/21	GORILLA GRIP MAT TAPE	194.40			STMT/1-21		D	-				GENERAL SUPPLIES	101.45432.0229
	61359	02/12/21	HOCKEY TROPHY/ENGRAVING	60.00			STMT/1-21		D	-				GENERAL SUPPLIES	101.45432.0229
	61359	02/12/21	BASKETBALLS/JERSEYS	77.64			STMT/1-21		D	-				GENERAL SUPPLIES	101.45432.0229
	61359	02/12/21	REC EQUIPMENT	107.88			STMT/1-21		D	-				GENERAL SUPPLIES	101.45432.0229
	61359	02/12/21	REC EQUIPMENT	45.27			STMT/1-21		D	-				GENERAL SUPPLIES	101.45432.0229
	61359	02/12/21	BASKETBALLS/JERSEYS	58.97			STMT/1-21		D	-				GENERAL SUPPLIES	101.45432.0229
	61359	02/12/21	MOP REPLACEMENT PAD	63.12			STMT/1-21		D	-				GENERAL SUPPLIES	101.45432.0229
	61359	02/12/21	AMAZON MEMBERSHIP-JAN	14.01			STMT/1-21		D	-				SUBSCRIPTIONS AN	101.45432.0443
	61359	02/12/21	OFFICE SUPPLIES	13.37			STMT/1-21		D	-				OFFICE SUPPLIES	101.45435.0220
	61359	02/12/21	BINDERS/LABELS	9.48			STMT/1-21		D	-				OFFICE SUPPLIES	101.45435.0220
	61359	02/12/21	HDMI ADAPTER	23.71			STMT/1-21		D	-				SMALL TOOLS	101.45435.0221
	61359	02/12/21	HDMI CONVERTER	16.06			STMT/1-21		D	-				SMALL TOOLS	101.45435.0221
	61359	02/12/21	PEN PAL ENV./POSTAGE	1,012.25			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	ENVELOPES	6.45			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	BATTERIES	27.45			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	CONE CRAFT SUPPLIES	32.67			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	FOAM CUPS/BIRD SEED	16.59			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	CANDY	18.51			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	CRAFT SUPPLIES-MAR	24.88			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	STORAGE TOTE/CRAFT SUPPL	24.26			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	WHITE CRAYONS	23.94			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	CRAFT SUPPLIES-MAR	60.79			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	BLACK CRAYONS	14.01			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	HAND SANITIZER STANDS	258.87			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	NAILS	16.00			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	CRAFT SUPPLIES-MAR	56.18			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	DONUTS-WHIST/VETS COFFEE	57.16			STMT/1-21		D	-				GENERAL SUPPLIES	101.45435.0229
	61359	02/12/21	HAND SANITIZER	28.52			STMT/1-21		D	-				GENERAL SUPPLIES	101.45437.0229
	61359	02/12/21	DIEM-POOL OPERATOR TRNG	345.00			STMT/1-21		D	-				TRAVEL-CONF.-SCH	101.45437.0333

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
COMPASS MINERALS AMERICA 003116	61388	02/24/21	ROAD SALT	4,643.59		766399		D	-				GENERAL SUPPLIES	101.43425.0229
CROW CHEMICAL & LIGHTING 000186	61389	02/24/21	PLANT SUPPLIES	143.45		20005		D	-				GENERAL SUPPLIES	651.48484.0229
	61389	02/24/21	WIPES/SUPPLIES	193.00		20069		D	-				GENERAL SUPPLIES	101.43425.0229
	61389	02/24/21	GARBAGE BAGS/DISH SOAP	387.30		20089		D	-				GENERAL SUPPLIES	101.43425.0229
			VENDOR TOTAL	723.75		*CHECK TOTAL								
CYCLING WITHOUT AGE INC 003630	61390	02/24/21	TRISHAW BIKE	11,773.18		906		D	-				FURNITURE AND EQ	450.45432.0552
DAN'S SHOP INC 002212	61391	02/24/21	FILTERS	52.12		106695		D	-				INVENTORIES-MDSE	101.125000
	61391	02/24/21	FILTERS	52.58		106699		D	-				INVENTORIES-MDSE	101.125000
	61391	02/24/21	FILTERS	147.62		106783		D	-				INVENTORIES-MDSE	101.125000
	61391	02/24/21	FILTERS	60.88		106879		D	-				INVENTORIES-MDSE	101.125000
	61391	02/24/21	FILTERS	8.57		107042		D	-				INVENTORIES-MDSE	101.125000
	61391	02/24/21	FILTERS	7.91		107250		D	-				INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	329.68		*CHECK TOTAL								
DELTA DENTAL OF MINNESOT 002867	61392	02/24/21	DENTAL INSURANCE-MAR	409.45		638236		D	-				COBRA INS PREMIU	101.120001
	61392	02/24/21	DENTAL INSURANCE-MAR	3,506.70		638236		D	-				INS. PASS THROUG	101.41428.0819
			VENDOR TOTAL	3,916.15		*CHECK TOTAL								
DEPT OF HUMAN SERVICES 002914	61393	02/24/21	ECPN PAYMENT-MAR	11,033.72		00000642000		D	-				OTHER CHARGES	101.41428.0449
DONOHUE & ASSOCIATES 002293	61394	02/24/21	NPDES PERMIT ASSISTANC	2,765.00		13023-19		D	-				PROFESSIONAL SER	651.48484.0446
DOOLEY'S PETROLEUM INC 000212	61363	02/19/21	5,000 GALLONS UNLEADE	11,642.41		95352		D	-				INVENTORIES-MDSE	101.125000
	61363	02/19/21	3,000 GALLONS DIESEL	6,876.88		95408		D	-				INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	18,519.29		*CHECK TOTAL								
DUININCK INC 000222	61364	02/19/21	MILLER PARK TENNIS CO	10,072.30		EST. 3		D	-				MTCE. OF OTHER I	450.45439.0336
ED'S SERVICE CENTER & SA 000231	61395	02/24/21	TOWING CHARGES-JAN	481.04		STMT/1-21		D	-				OTHER SERVICES	101.42411.0339
EMERG. SERVICES MKTG COR 003147	61396	02/24/21	2022 SUBSCRIPTION	220.00		21-20195		D	-				PREPAID EXPENSES	101.128000
	61396	02/24/21	2021 SUBSCRIPTION	440.00		21-20195		D	-				SUBSCRIPTIONS AN	101.42412.0443

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
EMERG. SERVICES MKTG COR			003147							
			VENDOR TOTAL	660.00						
				660.00						
EMERGENCY MEDICAL PRODUC			000237							
61397	02/24/21	FIRST AID SUPPLIES		236.34		2233676		D -	GENERAL SUPPLIES	101.42412.0229
FARM-RITE EQUIPMENT			003002							
61398	02/24/21	TOOL CAT FILTER/OIL		70.13		P30902		D -	MTCE. OF EQUIPME	101.45433.0224
FERGUSON ENTERPRISES INC			000810							
61399	02/24/21	SHOP SWR REPAIR-PARTS		193.38CR		CM777978		D -	MTCE. OF STRUCTU	101.43425.0225
61399	02/24/21	SHOP SWR REPAIR-PARTS		183.10		8180414		D -	MTCE. OF STRUCTU	101.43425.0225
61399	02/24/21	SHOP AIR LINE PARTS		110.24		8211338		D -	MTCE. OF STRUCTU	101.43425.0225
				99.96						
			VENDOR TOTAL	99.96						
FISCHER/BETH			002484							
61400	02/24/21	CELL PHONE-JAN		50.00		022221		D N 01	COMMUNICATIONS	208.45005.0330
61400	02/24/21	CELL PHONE-FEB		50.00		022221		D N 01	COMMUNICATIONS	208.45005.0330
				100.00						
			VENDOR TOTAL	100.00						
FLAHERTY & HOOD P.A.			001449							
61401	02/24/21	LEGAL SERVICES-JAN		8,887.25		15685		D N 01	PROFESSIONAL SER	101.41406.0446
61401	02/24/21	LABOR/EMPL. CONSULT-JAN		736.25		15742		D N 01	PROFESSIONAL SER	101.41406.0446
				9,623.50						
			VENDOR TOTAL	9,623.50						
FORUM COMMUNICATIONS COM			002269							
61402	02/24/21	TEMPORARY EMERGENCY ORD.		196.88		CL01769403		D -	PRINTING AND PUB	101.41402.0331
61402	02/24/21	HRNG-APPEAL FOR VARIANCE		132.68		CL01769497		D -	PRINTING AND PUB	101.41402.0331
				329.56						
			VENDOR TOTAL	329.56						
FRAMEWORK INC			003459							
61360	02/12/21	WEBSITE HOSTING		199.00		001614		D -	PROFESSIONAL SER	208.45005.0446
G.F. JEDLICKI INC			003618							
61361	02/12/21	US TH-12 WATERMAIN CO		31,755.97		2001-C/EST. 2		D -	MTCE. OF OTHER I	400.48451.0336
GALLS			000288							
61403	02/24/21	EMS CLOTHING		122.97		017569018		D -	SUBSISTENCE OF P	101.42412.0227
61403	02/24/21	EXPLORERS CLOTHING		1,008.22		017629948		D -	SUBSISTENCE OF P	802.42411.0227
				1,131.19						
			VENDOR TOTAL	1,131.19						
GENERAL MAILING SERVICES			000293							
61404	02/24/21	POSTAGE 02/01-02/05/21		0.65		56579		D -	POSTAGE	101.41400.0223
61404	02/24/21	POSTAGE 02/01-02/05/21		0.05		56579		D -	POSTAGE	101.41401.0223

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
HIGH POINT NETWORKS INC			002299							
	61409	02/24/21	2022 ACCESS PNT WARRANTY	100.00		174994		D -	PREPAID EXPENSES	101.128000
	61409	02/24/21	2021 ACCESS PNT WARRANTY	492.00		174994		D -	MTCE. OF EQUIPME	101.41409.0334
	61409	02/24/21	2022 MOBILE DEVICE MGMT	750.00		175107		D -	PREPAID EXPENSES	101.128000
	61409	02/24/21	2021 MOBILE DEVICE MGM	3,750.00		175107		D -	SUBSCRIPTIONS AN	101.41409.0443
				5,092.00						
			VENDOR TOTAL	5,092.00						
										*CHECK TOTAL
HILLYARD\HUTCHINSON			000333							
	61410	02/24/21	NITRILE GLOVES	510.00		604242334		D -	GENERAL SUPPLIES	101.45433.0229
INDEPENDENT SCHOOL DIST			000348							
	61411	02/24/21	SCHL RETIREMENT PKG-JA	1,016.16		7746		D -	PROFESSIONAL SER	101.45432.0446
KANDIYOHI CO RECYCLING A			002296							
	61412	02/24/21	LAMP RECYCLING	14.50		681		D -	CLEANING AND WAS	101.42412.0338
KANDIYOHI CO SHERIFF'S D			001507							
	61413	02/24/21	BATTERIES FOR RADIOS	730.00		21-0210-01		D -	CIVIL DEFENSE	101.42428.0809
KANDIYOHI CO-OP ELECTRIC			000375							
	61414	02/24/21	WELCOME TO WILLMAR SIGN	58.72		STMT/2-21		D -	UTILITIES	101.43425.0332
	61414	02/24/21	CO RD 23/HWY 71 BYPASS	156.00		STMT/2-21		D -	UTILITIES	101.43425.0332
	61414	02/24/21	ELEC SERV-SECURITY LIGHT	38.00		STMT/2-21		D -	UTILITIES	651.48486.0332
	61414	02/24/21	ELEC SERV-LIFT STATIONS	807.00		STMT/2-21		D -	UTILITIES	651.48487.0332
				1,059.72						
			VENDOR TOTAL	1,059.72						
										*CHECK TOTAL
KENNEDY & GRAVEN, CHARTE			002520							
	61415	02/24/21	2021A GO REV BONDS	6,300.00		WL300-38		D -	PROFESSIONAL SER	320.45503.0446
	61415	02/24/21	2021A GO REV BONDS	4,200.00		WL300-38		D -	PROFESSIONAL SER	320.45504.0446
				10,500.00						
			VENDOR TOTAL	10,500.00						
										*CHECK TOTAL
KING'S ELECTRIC LLC			003138							
	61416	02/24/21	ELEC WORK IN BLDG-PARTS	403.04		1639		D -	MTCE. OF STRUCTU	651.48484.0225
	61416	02/24/21	ELEC WORK IN BLDG-LABOR	855.00		1639		D -	MTCE. OF STRUCTU	651.48484.0335
				1,258.04						
			VENDOR TOTAL	1,258.04						
										*CHECK TOTAL
KRONOS			003457							
	61417	02/24/21	WORKFORCE READY SFTWRE	2,593.98		11721129		D -	SUBSCRIPTIONS AN	101.41420.0443
LAND PRIDE CONSTRUCTION			003149							
	61418	02/24/21	SANITARY SEWER IMPROV	12,409.34		2001E/EST. 3		D -	MTCE. OF OTHER I	400.48451.0336
LEAGUE OF MN CITIES			000412							
	61419	02/24/21	REGIS. CANCELLATION FEE	19.00		337545		D -	TRAVEL-CONF.-SCH	101.41401.0333

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M ACCOUNT NAME	ACCOUNT
LEAGUE OF MN CITIES INS		001189										
61362	02/12/21	WORK COMP RETRO CHARG	76,356.00		021021		D	-			WORKERS COMP. SE	101.41428.0821
LLOYD SECURITY INC		003376										
61420	02/24/21	2022 FIRE MONITORING	59.95		136726		D	-			PREPAID EXPENSES	101.128000
61420	02/24/21	2021 FIRE MONITORING	659.45		136726		D	-			MTCE. OF STRUCTU	101.45433.0335
			719.40									
		VENDOR TOTAL	719.40		*CHECK TOTAL							
LOCATORS & SUPPLIES INC		002162										
61421	02/24/21	30 TRAFFIC CONES	546.91		0289943-IN		D	-			SMALL TOOLS	101.43425.0221
61421	02/24/21	70 TRAFFIC CONES	1,119.30		0290029-IN		D	-			SMALL TOOLS	101.43425.0221
			1,666.21									
		VENDOR TOTAL	1,666.21		*CHECK TOTAL							
M.D. GRAPHICS		003263										
61422	02/24/21	SQUAD REFLECTIVE DECALS	20.00		3010		D	-			GENERAL SUPPLIES	101.42411.0229
MACQUEEN EMERGENCY		003615										
61423	02/24/21	REPL. SCBA STRAP	65.95		P00011		D	-			MTCE. OF EQUIPME	101.42412.0224
MARCO TECHNOLOGIES LLC		001838										
61424	02/24/21	COPIER LEASE-FEB	135.31		435587951		D	-			RENTS	101.42411.0440
MENARDS		000449										
61425	02/24/21	SHOP SWR REPAIR-PARTS	162.01		13095		D	-			MTCE. OF STRUCTU	101.43425.0225
61425	02/24/21	SHOP SWR REPAIR-PARTS	65.63		13146		D	-			MTCE. OF STRUCTU	101.43425.0225
61425	02/24/21	2 GAL. TANK SPRAYER	59.88		13158		D	-			SMALL TOOLS	101.43425.0221
61425	02/24/21	HOSE REPAIR-PARTS	18.24		13158		D	-			MTCE. OF EQUIPME	101.43425.0224
61425	02/24/21	GENERATOR ROOM HEATER	89.97		13216		D	-			SMALL TOOLS	651.48484.0221
			395.73									
		VENDOR TOTAL	395.73		*CHECK TOTAL							
MIMECAST NORTH AMERICA I		003311										
61426	02/24/21	EMAIL FILTER	1,579.17		INVUS948526		D	-			SUBSCRIPTIONS AN	101.41409.0443
MINI BIFF LLC		001805										
61427	02/24/21	TOILET RENTALS	99.71		A-121349		D	-			RENTS	101.43425.0440
MN DEPT OF LABOR & INDUS		002857										
61428	02/24/21	2021 ELEVATOR LICENSE	100.00		ALR0115335X		D	-			LICENSES AND TAX	101.45433.0445
MN DEPT OF PUBLIC SAFETY		000490										
61429	02/24/21	HAZ. CHEMICAL FEE	25.00		3417500912020M		D	-			LICENSES AND TAX	651.48484.0445
MN DEPT OF REVENUE		000492										
376	02/18/21	SALES TAX-JAN	417.00		STMT/1-21		M	-			SALES TAX PAYABL	101.206000
376	02/18/21	USE TAX-JAN	30.82		STMT/1-21		M	-			SALES TAX PAYABL	101.206000
376	02/18/21	DIESEL FUEL TAX-JAN	5.89		STMT/1-21		M	-			MOTOR FUELS AND	101.42411.0222
376	02/18/21	SALES TAX-JAN	42.39CR		STMT/1-21		M	-			GENERAL SUPPLIES	101.42411.0229

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
MN DEPT OF REVENUE				000492							
	376	02/18/21		DIESEL FUEL TAX-JAN	619.09		STMT/1-21		M -	MOTOR FUELS AND	101.43425.0222
	376	02/18/21		USE TAX-JAN	154.18		STMT/1-21		M -	MOTOR FUELS AND	101.43425.0222
	376	02/18/21		SALES TAX-JAN	18.33CR		STMT/1-21		M -	MTCE. OF STRUCTU	101.45001.0225
	376	02/18/21		SALES TAX-JAN	26.18CR		STMT/1-21		M -	GENERAL SUPPLIES	101.45001.0229
	376	02/18/21		SALES TAX-JAN	1.97CR		STMT/1-21		M -	OFFICE SUPPLIES	101.45432.0220
	376	02/18/21		SALES TAX-JAN	2.50CR		STMT/1-21		M -	GENERAL SUPPLIES	101.45432.0229
	376	02/18/21		SALES TAX-JAN	1.02CR		STMT/1-21		M -	SUBSCRIPTIONS AN	101.45432.0443
	376	02/18/21		SALES TAX-JAN	45.42CR		STMT/1-21		M -	GENERAL SUPPLIES	101.45435.0229
	376	02/18/21		SALES TAX-JAN	8.19CR		STMT/1-21		M -	GENERAL SUPPLIES	235.41402.0229
	376	02/18/21		DIESEL FUEL TAX-JAN	16.56		STMT/1-21		M -	MOTOR FUELS AND	651.48485.0222
				VENDOR TOTAL	1,097.54		*CHECK TOTAL				
					1,097.54						
MN FIRE SERVICE CERTIF.				000018							
	61430	02/24/21		CERTIFICATION TESTING	960.00		8454		D -	TRAVEL-CONF.-SCH	101.42412.0333
MN PEIP				003450							
	61365	02/19/21		HEALTH INSURANCE-MAR	2,123.14		1056760		D -	COBRA INS PREMIU	101.120001
	61365	02/19/21		HEALTH INSURANCE-MAR	3,052.52		1056760		D -	EMPLOYER INSUR.	101.41400.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	6,684.26		1056760		D -	EMPLOYER INSUR.	101.41402.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	2,670.96		1056760		D -	EMPLOYER INSUR.	101.41403.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	6,105.04		1056760		D -	EMPLOYER INSUR.	101.41405.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	1,526.26		1056760		D -	EMPLOYER INSUR.	101.41408.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	3,631.74		1056760		D -	EMPLOYER INSUR.	101.41409.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	1,526.26		1056760		D -	EMPLOYER INSUR.	101.41420.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	381.56		1056760		D -	EMPLOYER INSUR.	101.41424.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	5,195.32		1056760		D -	RETIRED EMPLOYEE	101.41428.0818
	61365	02/19/21		HEALTH INSURANCE-MAR	53,474.08		1056760		D -	EMPLOYER INSUR.	101.42411.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	6,105.04		1056760		D -	EMPLOYER INSUR.	101.42412.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	7,447.39		1056760		D -	EMPLOYER INSUR.	101.43417.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	32,273.00		1056760		D -	EMPLOYER INSUR.	101.43425.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	1,526.26		1056760		D -	EMPLOYER INSUR.	101.45001.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	4,210.96		1056760		D -	EMPLOYER INSUR.	101.45432.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	3,052.52		1056760		D -	EMPLOYER INSUR.	101.45433.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	926.76		1056760		D -	EMPLOYER INSUR.	101.45435.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	289.61		1056760		D -	EMPLOYER INSUR.	101.45437.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	15,010.62		1056760		D -	EMPLOYER INSUR.	651.48484.0114
	61365	02/19/21		HEALTH INSURANCE-MAR	1,526.26		1056760		D -	EMPLOYER INSUR.	651.48485.0114
				VENDOR TOTAL	158,739.56		*CHECK TOTAL				
					158,739.56						
MN STATE PATROL - CMV SE				002787							
	61431	02/24/21		INSPECTION PRGRM DECALS	48.00		021921		D -	GENERAL SUPPLIES	101.43425.0229
MSFDA				.03068							
	61432	02/24/21		2021 SUBSCRIPTION	266.00		021921		D -	SUBSCRIPTIONS AN	101.42412.0443

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
MUNICIPAL UTILITIES			000541							
	61433	02/24/21	UTILITIES FOR JAN	1,529.44		1/21		D -	UTILITIES	101.41408.0332
	61433	02/24/21	UTILITIES FOR JAN	4,906.97		1/21		D -	UTILITIES	101.43425.0332
	61433	02/24/21	UTILITIES FOR JAN	332.53		1/21		D -	UTILITIES	101.45001.0332
	61433	02/24/21	UTILITIES FOR JAN	1,827.97		1/21		D -	UTILITIES	101.45427.0332
	61433	02/24/21	UTILITIES FOR JAN	136.65		1/21		D -	UTILITIES	101.45432.0332
	61433	02/24/21	UTILITIES FOR JAN	17,923.40		1/21		D -	UTILITIES	101.45433.0332
	61433	02/24/21	UTILITIES FOR JAN	895.18		1/21		D -	UTILITIES	101.45435.0332
	61433	02/24/21	UTILITIES FOR JAN	121.00		1/21		D -	UTILITIES	101.45437.0332
	61433	02/24/21	UTILITIES FOR JAN	1,387.27		1/21		D -	UTILITIES	651.48484.0332
	61433	02/24/21	UTILITIES FOR JAN	5,964.48		1/21		D -	UTILITIES	651.48485.0332
				35,024.89						
			VENDOR TOTAL	35,024.89						
										*CHECK TOTAL
MVTL LABORATORIES INC			000544							
	61434	02/24/21	LAB TESTING	46.00		1075291		D -	PROFESSIONAL SER	651.48484.0446
NCL OF WISCONSIN INC			001627							
	61435	02/24/21	LAB SUPPLIES	1,035.71		450904		D -	GENERAL SUPPLIES	651.48484.0229
PAPER & THREADS LLC			002895							
	61436	02/24/21	PATCHES SEWN ON SHIRTS	168.00		021521		D -	SUBSISTENCE OF P	802.42411.0227
PETERSON SHOE STORE			000608							
	61437	02/24/21	IIAMS-SAFETY BOOTS	161.49		208926		D -	SUBSISTENCE OF P	101.43425.0227
	61437	02/24/21	VANDENEINDE-SFTY BOOTS	175.00		209244		D -	SUBSISTENCE OF P	101.43425.0227
	61437	02/24/21	LINDAHL-SAFETY BOOTS	175.00		209500		D -	SUBSISTENCE OF P	651.48484.0227
	61437	02/24/21	WIERSCHEM-SAFETY BOOTS	175.00		209513		D -	SUBSISTENCE OF P	101.43425.0227
	61437	02/24/21	IVERSON-SAFETY BOOTS	175.00		209550		D -	SUBSISTENCE OF P	101.43425.0227
				861.49						
			VENDOR TOTAL	861.49						
										*CHECK TOTAL
PRO WATER SOLUTIONS			003529							
	61438	02/24/21	R.O. SYSTEM MTCE-PARTS	136.50		1860		D -	MTCE. OF EQUIPME	101.45432.0224
	61438	02/24/21	R.O. SYSTEM MTCE-LABOR	65.00		1860		D -	MTCE. OF EQUIPME	101.45432.0334
	61438	02/24/21	WATER SOFTENER PARTS	141.00		1925		D -	MTCE. OF EQUIPME	101.45432.0224
				342.50						
			VENDOR TOTAL	342.50						
										*CHECK TOTAL
QUALITY FLOW SYSTEMS INC			000633							
	61439	02/24/21	REPAIR RWW PUMP-PARTS	325.00		40439		D -	MTCE. OF EQUIPME	651.48484.0224
	61439	02/24/21	REPAIR RWW PUMP-LABOR	400.00		40439		D -	MTCE. OF EQUIPME	651.48484.0334
				725.00						
			VENDOR TOTAL	725.00						
										*CHECK TOTAL
REGION VI CHIEF'S ASSN			000645							
	61440	02/24/21	2021 MEMBERSHIP DUES	40.00		021721		D -	SUBSCRIPTIONS AN	101.42411.0443

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
RIDGEWATER COLLEGE			001136							
	61441	02/24/21	FF TRAINING REGIS.	2,400.00		778096		D -	TRAVEL-CONF.-SCH	101.42412.0333
SERVICE CENTER/CITY OF W			000685							
	61442	02/24/21	GAS-43.69 GALLONS	79.95		STMT/12-20		D -	MOTOR FUELS AND	101.41402.0222
	61442	02/24/21	GAS-878.67 GALLONS	1,607.96		STMT/12-20		D -	MOTOR FUELS AND	101.42411.0222
	61442	02/24/21	DIESEL-61.09 GALLONS	114.24		STMT/12-20		D -	MOTOR FUELS AND	101.42412.0222
	61442	02/24/21	GAS-29.23 GALLONS	53.49		STMT/12-20		D -	MOTOR FUELS AND	101.42412.0222
	61442	02/24/21	GAS-24.44 GALLONS	44.73		STMT/12-20		D -	MOTOR FUELS AND	101.43417.0222
	61442	02/24/21	DIESEL-1,531.24 GALLON	2,877.22		STMT/12-20		D -	MOTOR FUELS AND	101.43425.0222
	61442	02/24/21	GAS-176.57 GALLONS	323.13		STMT/12-20		D -	MOTOR FUELS AND	101.43425.0222
	61442	02/24/21	GAS-27.76 GALLONS	50.80		STMT/12-20		D -	MOTOR FUELS AND	101.45433.0222
	61442	02/24/21	DIESEL-29.78 GALLONS	56.25		STMT/12-20		D -	MOTOR FUELS AND	651.48484.0222
	61442	02/24/21	EQUIPMENT REPAIR-PARTS	158.84		STMT/2-21		D -	MTCE. OF EQUIPME	101.42411.0224
	61442	02/24/21	EQUIPMENT REPAIR-PARTS	173.34		STMT/2-21		D -	MTCE. OF EQUIPME	101.43425.0224
	61442	02/24/21	EQUIPMENT REPAIR-PARTS	635.27		STMT/2-21		D -	MTCE. OF EQUIPME	101.41408.0224
	61442	02/24/21	EQUIPMENT REPAIR-PARTS	16.83		STMT/2-21		D -	MTCE. OF EQUIPME	101.42411.0224
	61442	02/24/21	EQUIPMENT REPAIR-PART	38,461.60		STMT/2-21		D -	MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	44,653.65		*CHECK TOTAL				
SNAP-ON TOOLS			000696							
	61443	02/24/21	SCAN TOOL UPDATE	1,249.01		01262160968		D N 01	MTCE. OF EQUIPME	101.43425.0224
SPRINT			000578							
	61444	02/24/21	CELL PHONE USAGE-JAN	69.98		317498885-153		D -	COMMUNICATIONS	101.41409.0330
ST CLOUD FASTPITCH			.03069							
	61445	02/24/21	LEAGUE SOFTBALL FEE	80.00		021621		D -	OTHER CHARGES	101.45432.0449
SYSCO WESTERN MINNESOTA			000161							
	61446	02/24/21	CONCESSION SUPPLIES	235.99		153876445		D -	GENERAL SUPPLIES	101.45433.0229
TEN17 MEDIA LLC			003589							
	61447	02/24/21	WEBSITE/SOC. MEDIA WOR	1,250.00		1102		D -	PROFESSIONAL SER	235.41402.0446
UNCOMMON USA INC			001286							
	61448	02/24/21	US FLAGS	192.00		968975		D -	MTCE. OF OTHER I	101.43425.0226
USA BLUE BOOK			001258							
	61449	02/24/21	MANHOLE MAGNET & LIFTE	1,823.74		501681		D -	SMALL TOOLS	651.48485.0221
VERIZON WIRELESS			002915							
	61450	02/24/21	CELL PHONE USAGE-JAN	2,670.52		9872961504		D -	COMMUNICATIONS	101.41409.0330
VULCAN INDUSTRIES INC			002906							
	61451	02/24/21	SCREENING BAGS	1,401.00		21076-16394		D -	GENERAL SUPPLIES	651.48484.0229
	61451	02/24/21	GEAR BOX VENT	26.00		21081-16400		D -	MTCE. OF EQUIPME	651.48484.0224
			VENDOR TOTAL	1,427.00		*CHECK TOTAL				
			VENDOR TOTAL	1,427.00						

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER													
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
WAL-MART COMMUNITY		000789											
61452	02/24/21	PLANT SUPPLIES	53.28		012721		D	-				GENERAL SUPPLIES	651.48484.0229
61452	02/24/21	COFFEE	25.36		020921		D	-				SUBSISTENCE OF P	101.42411.0227
61452	02/24/21	PADLOCK	2.13		021021		D	-				GENERAL SUPPLIES	101.42411.0229
			80.77										
		VENDOR TOTAL	80.77										
WEST CENTRAL TROPHIES		000808											
61453	02/24/21	BRASS NAME TAGS	105.00		6595		D	-				SUBSISTENCE OF P	101.42412.0227
WILLMAR CHAMBER OF COMME		000812											
61454	02/24/21	2022 WC TRIB SUBSCRIP.	18.94		CC STMT/1-21		D	-				PREPAID EXPENSES	208.128000
61454	02/24/21	OFFICE SUPPLIES	28.04		CC STMT/1-21		D	-				OFFICE SUPPLIES	208.45005.0220
61454	02/24/21	SPECTRUM MOBILE PH. CHG	24.00		CC STMT/1-21		D	-				COMMUNICATIONS	208.45005.0330
61454	02/24/21	OFFICE 365 SUBSCRIP.	7.54		CC STMT/1-21		D	-				COMMUNICATIONS	208.45005.0330
61454	02/24/21	PHONE SERVICE-JAN	178.59		CC STMT/1-21		D	-				COMMUNICATIONS	208.45005.0330
61454	02/24/21	2021 WC TRIB SUBSCRIP.	208.30		CC STMT/1-21		D	-				SUBSCRIPTIONS AN	208.45005.0443
61454	02/24/21	MSP AIRPORT GUIDE PRGRM	550.00		CC STMT/1-21		D	-				OTHER CHARGES	208.45010.0449
61454	02/24/21	SCENIC BYWAY WEBINAR	35.00		CC STMT/1-21		D	-				OTHER CHARGES	208.45010.0449
61454	02/24/21	GOOGLE ADVERTISING	238.51		CC STMT/1-21		D	-				OTHER CHARGES	208.45010.0449
61454	02/24/21	2021 MTG ROOM SUPPLIES	250.00		52230		D	-				GENERAL SUPPLIES	208.45005.0229
			1,538.92										
		VENDOR TOTAL	1,538.92										
WINDSTREAM		002100											
61455	02/24/21	PHONE SERV-FEB	69.27		STMT/2-21		D	-				COMMUNICATIONS	101.45433.0330
ZWAGERMAN/JACEN		003402											
61456	02/24/21	SCHL FOR BLDG OFFICIALS	519.08		020921		D	-				TRAVEL-CONF.-SCH	101.41402.0333

ACS FINANCIAL SYSTEM
02/24/2021 11:14:52

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR
GL540R-V08.15 PAGE 14

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
REPORT TOTALS:				576,104.61										

RECORDS PRINTED - 000332

ACS FINANCIAL SYSTEM
02/24/2021 11:14:52

Vendor Payment History Report

CITY OF WILLMAR
GL060S-V08.15 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	411,442.47
208	CONVENTION & VISITORS BUREAU	1,901.24
230	WILLMAR MUNICIPAL AIRPORT	378.95
235	WILLMAR MAIN STREET	1,722.43
320	LOCAL OPTION SALES TAX DEBT	35,325.00
400	S.A.B.F. - 2020	44,165.31
420	LOCAL OPT SALES TAX PROJECTS	101.06
450	CAPITAL IMPROVEMENT FUND	21,845.48
651	WASTE TREATMENT	57,979.80
802	LAW ENFORCEMENT EXPLORER FD	1,176.22
899	DONATION FUND (AGENCY)	66.65
TOTAL ALL FUNDS		576,104.61

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	576,104.61
TOTAL ALL BANKS		576,104.61

**PUBLIC WORKS/SAFETY COMMITTEE
MINUTES**

The Public Works/Safety Committee of the Willmar City Council met on Thursday, February 18, 2021 by electronic means on GoTo Meeting teleconference.

Present: Andrew PlowmanChair
Julie Asmus Vice Chair
Audrey NelsenMember
Justin AskMember

Others present: City Administrator Brian Gramentz; Public Works Director Sean Christensen; Finance Director Steve Okins; Public Works Superintendent Gary Manzer; Engineering Administrative Assistant Kelsi Delbosque; Shelby Lindrud “West Central Tribune”; Gretchen Otness; Dana Hlebichuk, WSN; Tony Amon, MD; Randy Kling, LSE; Maura McDaniel, LSE.

Item No. 1 Call to Order

The meeting was called to order at 4:35 p.m.

Item No. 2 Public Works Skid Loader Purchase (Motion)

A motion was made by Council Member Asmus, seconded by Council Member Nelsen to recommend the City Council adopt the resolution approving the purchase of a 2021 T76 T4 Bobcat Skid Steer Loader and attachments from Farm-Rite of Willmar, Inc. in the amount of \$75,786 after trade in of the 2008 Bobcat S205. The motion carried.

Item No. 3 Wastewater Kubota Purchase (Motion)

A motion was made by Council Member Asmus, seconded by Council Member Nelsen to recommend the City Council adopt a resolution approving the purchase of a 2020 Kubota F2690 from Haug Kubota in the amount of \$22,714.68 after trade in of the 2014 Kubota F3680. The motion carried.

Item No. 4 Epitopix Watermain and Sanitary Sewer Professional Services (Motions)

A motion was made by Council Member Nelsen, seconded by Council Member Ask to recommend the City Council adopt the resolution entering into an agreement with Bolton and Menk, Inc. for professional services related to the Epitopix watermain extension in the amount of \$111,760 contingent upon project approval by City Council. A motion was made by Council Member Nelsen, seconded by Council Member Ask to recommend the City Council adopt a resolution entering into an agreement with Bolton and Menk, Inc. for professional services related to the Epitopix sanitary sewer extension in the amount of \$189,590. Epitopix requested the extension of the City’s municipal utilities to serve their property in Willmar Township. The City was awarded a grant by Innovative Business Development Public Infrastructure (IBDPI) of \$1,300,000 for the engineering and construction of sanitary sewer extension. The motion carried.

Item No. 5 MnDOT Cooperative Construction Agreement (Motion)

A motion was made by Council Member Asmus, seconded by Council Member Ask to recommend the City Council adopt the resolution entering into an agreement with MnDOT for City-owned utility relocation along TH No. 12. The State has a bituminous mill and overlay scheduled for T.H. No. 12 and are requesting the City’s participation in the cost of utility adjustments for frame and ring castings in the amount of \$1,115.38. The motion carried.

Item No. 6 Highway 12 Lift Station Professional Services (Motion)

A motion was made by Council Member Asmus, seconded by Council Member Ask to recommend the City Council adopt the resolution entering into an agreement with Bolton and Menk, Inc. for professional services related to the Highway 12 Lift Station elimination. The existing lift station is over 50 years old and at maximum capacity. By eliminating the station, all sanitary sewer would gravity flow in to the Western Interceptor line which is designed to handle additional volume. The motion carried.

Item No. 7 Advertisement for Bids: Invest in Willmar Events and Recreation Center (Tabled)

A motion was made by Council Member Nelsen, seconded by Council Member Asmus to table the recommendation the City Council adopt the resolution approving plans and specifications and authorize advertisement for bids for the Invest in Willmar Events and Recreation Center until more information is provided. The motion carried.

Item No. 8 Advertisement for Bids: Invest in Willmar Recreation Fields (Tabled)

A motion was made by Council Member Nelsen, seconded by Council Member Asmus to table the recommendation of the City Council adopt the resolution approving the plans and specifications and authorize advertisement for bids for the Invest in Willmar Recreation Fields project due to the legal agreement with Willmar Public Schools and more information is provided. The motion carried.

There being no further business to come before the Committee, the meeting was adjourned at 5:54 p.m. by Chair Plowman.

Respectfully submitted,



Sean E. Christensen, P.E.
Public Works Director



City Council Action Request

Council Meeting Date:	March 1, 2021	Agenda Item Number:	6. E.1.
Agenda Section:	Council	Originating Department:	Public Works Department
Resolution	Yes	Prepared by:	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	1	Presented By:	Sean E. Christensen, P.E. Public Works Director
Item:	Recommend adopting the resolution approving the purchase of a 2021 T76 T4 Bobcat Skid Steer Loader with attachments from Farm-Rite in the amount of \$75,786.		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution approving the purchase of a 2021 T76 T4 Bobcat Skid Steer loader and attachments from Farm-Rite of Willmar, Inc. in the amount of \$75,786, after trade in of the 2008 Bobcat S205.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:

Recommend City Council adopt a resolution approving the purchase of a 2021 T76 T4 Bobcat Skid Steer loader and attachments from Farm-Rite of Willmar, Inc. in the amount of \$75,786, after trade in of the 2008 Bobcat S205.

OVERVIEW:

Staff is requesting the trade of a skid steer in accordance with the 2021 Public Works Capital Outlay Program. The new unit will take place of the 2008 Bobcat S205 skid steer scheduled for replacement, along with the unit's tracks and stump grinder.

The 2021 Bobcat T76 T4 skid steer is a compact track loader featuring variable flow auxiliary hydraulics, an interlock control system, a roll over protective structure and falling object protective structure to keep the operator safe.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

The purchase of the unit is off state bid pricing through Contract No. 170700 in the amount of \$63,257.25, with \$30,028.75 allocated for attachments. After trade in credit of \$17,500, the total purchase price is \$75,786.

BUDGETARY/FISCAL ISSUES:

The Capital Outlay Program budget includes \$95,000 for the purchase.

Unit Pricing	\$63,257.25
Attachments	\$30,028.75
Subtotal	\$93,286
Trade	-\$17,500
Total	\$75,786

ATTACHMENTS:

- Resolution
- Memorandum with unit information



PW/PS Committee Action Request

Committee Meeting Date:	February 18, 2021	Agenda Item Number:	
Agenda Section:	Action Item	Originating Department:	Public Works Department
Resolution	No	Prepared by:	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	Reviewed By:	Brian Gramentz City Administrator
No. of Attachments	2	Presented By:	Sean E. Christensen, P.E. Public Works Director
Item:	Recommend City Council adopt the resolution approving the purchase of a 2021 T76 T4 Bobcat Skid Steer Loader with attachments from Farm-Rite in the amount of \$75,786.		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to recommend City Council adopt a resolution approving the purchase of a 2021 T76 T4 Bobcat Skid Steer loader and attachments from Farm-Rite of Willmar, Inc. in the amount of \$75,786, after trade in of the 2008 Bobcat S205.

OVERVIEW:

Staff is requesting the trade of a skid steer in accordance with the 2021 Public Works Capital Outlay Program. The new unit will take place of the 2008 Bobcat S205 skid steer scheduled for replacement, along with the unit's tracks and stump grinder.

The 2021 Bobcat T76 T4 skid steer is a compact track loader featuring variable flow auxiliary hydraulics, an interlock control system, a roll over protective structure and falling object protective structure to keep the operator safe.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

The purchase of the unit is off state bid pricing through Contract No. 170700 in the amount of \$63,257.25, with \$30,028.75 allocated for attachments. After trade in credit of \$17,500, the total purchase price is \$75,786.

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The Capital Outlay Program budget includes \$95,000 for the purchase.

Unit Pricing	\$63,257.25
Attachments	\$30,028.75
Subtotal	\$93,286
Trade	-\$17,500
Total	\$75,786

ATTACHMENTS:

- Council Resolution
- Memorandum with unit information

RESOLUTION NO. ____

**A RESOLUTION APPROVING THE PURCHASE OF A T76 T4 BOBCAT SKID STEER LOADER IN THE
AMOUNT OF \$75,786.**

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the purchase of a T76 T4 Bobcat Skid Steer with attachments from Farm-Rite of Willmar, Inc. is accepted through State Contract No. 170700 and be it further resolved the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the total amount of \$75,786.

Dated this 1st day of March, 2021

Mayor

Attest:

City Clerk



WILLMAR



PUBLIC WORKS

DIRECTOR/CITY ENGINEER
City Office Building
Box 755 320-235-4202
STREET/PARK SUPERINTENDENT
801 Industrial Dr. SW 320-235-3827
WASTEWATER TREATMENT
3000 75th St. SW 320-235-4760
Willmar, Minnesota 56201
Fax 320-235-4917
www.willmarmn.gov

Memorandum

TO: Brian Gramentz, City Administrator
FROM: Sean Christensen, Public Works Director
DATE: January 22, 2021
RE: Purchase of a Skid-Steer Loader

Staff is in the process of proceeding with the purchase and replacement of a Skid-Steer Loader and attachments in accordance with the 2021 Capital Outlay Program.

I am requesting approval to replace Unit # 080492 a 2008 S205 Bobcat Skid-Steer Loader with a 2021 T76T4 Bobcat Skid-Steer Loader and attachments that would be purchased from Farm – Rite of Willmar. The cost is \$75,786.00 plus trade through Minnesota State Contract # 170700. Please be advised that the 2021 Capital Outlay Program has included \$95,000.00 for the purchase and replacement of the Skid-Steer Loader with attachments.

Please be advised Unit# 080492 a 2008 S205 Bobcat Skid-Steer Loader and attachments would be traded-in with Farm-Rite Equipment.

Please let me know if you have any questions.

Approval _____

gm



Bobcat

Product Quotation

Quotation Number: HMM-24466

Date: 2020-12-07 11:54:48

Customer Name/Address:

Bobcat Delivering Dealer

**ORDER TO BE PLACED WITH:
Contract Holder/Manufacturer**

WILLMAR PUBLIC WORKS
G903454
801 Industrial Dr Sw
Willmar, MN 56201-2992

Farm-Rite Equipment of Willmar, Inc., Willmar, MN
1515 US-12 West
WILLMAR MN 56201
Phone: 320-235-3672
Fax: 320-222-0180

Clark Equipment Co dba Bobcat Company
250 E Beaton Dr, PO Box 6000
West Fargo, ND 58078
Phone: 701-241-8719
Fax: 855-608-0681
Contact: Heather Messmer
Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T76 T4 Bobcat Compact Track Loader 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Selectable Joystick Controls Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support	M0371	1	\$47,156.20	\$47,156.20
	Lift Path: Vertical Lights, Front and Rear LED Operator Cab <ul style="list-style-type: none"> Includes: Vinyl Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" Wide Warranty: 2 years, or 2000 hours whichever occurs first Machine IQ Telematics			
P69 Performance Package Power Bob-Tach 7-Pin Attachment Control High Flow Two-Speed	M0371-P06-P69	1	\$5,360.33	\$5,360.33
	Dual Direction Bucket Positioning Automatic Ride Control Reversing Fan			
C88 Comfort Package "Clear Sides Enclosed Cab with Auto HVAC Sound Reduction Touch Display with Radio & Bluetooth	M0371-P07-C88	1	\$6,307.00	\$6,307.00
	Heated Cloth Air Ride Suspension Seat Premium LED Lights Rear View Camera"			
17.7" Multi Bar Track	M0371-R09-C05	1	\$1,162.39	\$1,162.39
5-Link Torsion Suspension Undercarriage	M0371-R21-C13	1	\$1,737.11	\$1,737.11
80" Severe Duty Bucket	7326129	1	\$1,232.72	\$1,232.72
--- Bolt-On Cutting Edge, 80"	6718008	1	\$248.00	\$248.00
Total of Items Quoted				\$63,203.75
Dealer Assembly Charges				\$53.50
2021 Felling FT-16 + 6 Tilt trailer				\$13,808.75
2021 Miller Stump Grinder				\$16,220.00

Trade in's

Bobcat S-205 with bucket	\$-12,500.00
Bobcat VTS Tracks	\$-2,000.00
SG-60 Stump Grinder	\$-3000.00
Total price after trade in	\$75,786.00

Notes:

**Prices per the MN Loader Contract 170700*
**Terms Net 30 Days. Credit cards accepted.*
**FOB Destination within the 48 Contiguous States.*
**Delivery: 60 to 90 days from ARO.*

****State Sales Taxes apply. Must include a Tax Exempt Certificate with order placed.***

**TID# 38-0425350*

****Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

ORDER ACCEPTED BY:

SIGNATURE _____
DATED

PRINT NAME AND TITLE _____
PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____



TITAN MACHINERY

1201 HWY 59 N, MARSHALL, MN | 507-532-5783

Quotation # 278698

Quote Date: 7/14/2020

Quote Valid Until:

CHARLES CULVER 507-531-0252

CUSTOMER: CITY OF WILLMAR
333 6TH ST SW
PO BOX 755
WILLMAR MN 56201-0755

Telephone: 320-235-3827
Cell Phone: -

PURCHASED EQUIPMENT:

(1) NEW	2775384	CASE TV370B, Serial #	\$58,969.05
		Total Delivery Charge:	\$0.00
		Total Price:	\$58,969.05

TRADE-IN EQUIPMENT:

(1) USED	2852186	BOBCAT S205, Serial # 530560492	\$13,000.00
		Total Trade-in Allowance:	\$13,000.00

QUOTE SUMMARY:

RETAIL FINANCE TERMS:	Total Equipment/Trade Difference:	\$45,969.05
Finance Company:	Other Options/Fees:	
	Sales Tax:	\$0.00
	Total Balance Due:	\$45,969.05

Payment Schedule

EST. NO. OF PAYMENTS	EST. PERIOD OF PAYMENTS	EST. BEGINNING MM/DD/YYYY	EST. AMOUNT OF EACH PAYMENT
	0 months		\$0.00

PW

VEHICLE/EQUIPMENT CHANGE REQUEST FORM

Department Head - I am requesting the following to occur:

Check Applicable Box

Addition - (To the overall number of vehicles in our fleet):			
Deletion - (From the overall number of vehicles in our fleet and not to be replaced):			
Replacement - (To be replaced by another vehicle):		X	
Replacement Adjustment - (Move a budgeted vehicle to a different year in the schedule)			
Re-assignment - (Transfer to another City Dept.):			
Fixed Asset Number:		Reminder to Attach	
Vehicle Number:	080492	Replacement Cost:	\$ 95,000.00
Vehicle Year:	2008	Vehicle Model:	Bob Cat S209 - SKID Loader
Mileage:		OR	Hours on vehicle:
			2609 hours

(Comments): _____

Initial

Operator or Supervisor (comments if applicable):

This Machine is under sized for our operation and this unit is wheels and we have a great need to go to a track machine. This unit has been pushed back on the schedule two years (recomend replacement)

Initial GM Gary Manzer

Mechanic (comments if applicable):

The majority of work has been genral maintenance Like belts ,hoses, oil and filters

This unit is also under powered for operating our lager attachments

Pins and bushings will need replacement in the near future this would become a bigger repair

I would recomend replacement

Initial KR

X APPROVED

 DENIED

Vehicle/Equipment Committee

8-11-2020
Date

X APPROVED

 DENIED

Brian Gramentz
City Administrator

12-16-2020
Date



Bobcat S205 Skid loader

Unit # 080492

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: T-631(5)

DATE: JANUARY 10, 2020

PRODUCT/SERVICE: SKID STEERS AND OEM ATTACHMENTS

CONTRACT PERIOD: NOVEMBER 1, 2019 THROUGH DECEMBER 31, 2020

EXTENSION OPTIONS: UP TO 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): JEFFREY COMBS

PHONE: 651.201.2447 E-MAIL: jeffrey.combs@state.mn.us WEB SITE: www.mmd.admin.state.mn.us

NOTIFICATION OF MULTIPLE AWARDS

This release contains multiple awards for similar or like items. State agencies and CPV members should review and compare all multiple award Contract Vendors in order to ensure the best value for their potential purchase. Factors such as, but not limited to, cost, equipment warranty terms, vendor location, delivery lead times, available substitutes, selected options and current fleet and equipment or parts inventory levels all may contribute to the total cost/value of an individual purchase. Multiple vendors may be able to satisfy the requirements of the purchaser and therefore it is important for the purchaser to review all Contracts and Contract prices before executing an order.

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
CLARK EQUIPMENT dba BOBCAT CO. 250 E. Beaton Drive West Fargo, ND 58078 VENDOR NO.: 0000207426-001	170700 CONTACT: Randy Fuss EMAIL: randy.fuss@doosan.com	NET 30	90 DAYS ARO PHONE: 701.241.8746 FAX: 701.280.7860
L&L RENTALS, INC 11461 Spudville Road Hibbing, MN 55746 VENDOR NO.: 0000207622-001	170698 CONTACT: Kyle Lind EMAIL: kyle@landlrentalsinc.com	NET 30	1-180 DAYS ARO PHONE: 218.262.5232
TITAN MACHINERY 644 East Beaton Drive West Fargo, ND 58078	170696 CONTACT: Andy Bethel EMAIL: andy.bethel@titanmachinery.com	NET 30	1-120 DAYS ARO PHONE: 952.445.5400 FAX: 952.445.0365 CELL: 952.797.6140

Payments shall be made to the West Fargo, ND address.

VENDOR NO.: 0000251892-008

Contract Release: T-631(5)

TRUEMAN WELTERS 1600 Hwy 55 E Buffalo, MN 55313	170701	NET 30	1-180 DAYS ARO
VENDOR NO.: 0000193702-001	CONTACT: Seth Strehler EMAIL: seth@welters.net		PHONE: 763.682.2200 FAX: 763.682.6141

ZIEGLER, INC. 901 West 94 th Street Minneapolis, MN 55420	170697	NET 30	1-180 DAYS ARO
VENDOR NO.: 0000208585-001	CONTACT: Chris Rice EMAIL: chris.rice@zieglercat.com		PHONE: 952.888.4121 FAX: 952.887.5820

HOW TO USE THIS MASTER CONTRACT

Step 1: Request a Quote

Request a quote from one of the Contract Vendors listed on this Contract Release. **Note that you should not request a quote from a Contract Vendor whose contract is not fully executed or on a contract that is expired.**

At a minimum the quote must include:

1. Contract vendor's name.
2. Name of contract vendor's representative providing the quote.
3. Date of quote.
4. State Contract Release T-631(5) and Contract number.
5. Detailed description of the Contract product(s) or item(s) being provided. Individual price, quantity and the agreed upon ARO.
6. Detailed description of the products that will be order and the title of the person accepted the order. Price per product ordered and state the agreed upon ARO per order.
7. Total price for all products/items quoted.
8. Expiration date of quote.
9. Delivery charges must clearly state the delivery charge per loaded mile and the delivery starting point.

Mileage distance will be the distance from the delivery starting point to the Ordering Entity's delivery point only. Mileage distances will be determined from <https://www.google.com/maps> or <https://www.mapquest.com>. The ordering agency may use the Contract Vendor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses. The delivery charge may be a factor in the award.

Step 2: The Ordering Entity is to verify the quote to confirm contract pricing and that the After Receipt of Order (ARO), offered meets the business need.

Detailed Pricing for the Skid Steer and OEM Attachments information is available on the MnDOT Contract Specifications Index web page: www.dot.state.mn.us/maintenance/equipment/contracts/contracts.html

The following information explains the methods for calculating and/or confirming the contract prices.

For PERCENTAGE DISCOUNT OFF OF LIST pricing, calculate the contract price by following these steps:

- 1) Locate the appropriate price list using this release and the MnDOT web page.
- 2) Calculate the Contract Price by applying the Percentage Discount Off of the Appropriate Price List to the appropriate Price List.
- 3) Confirm the price offered is equal to, or lower than, the price calculated in step 2.



City Council Action Request

Council Meeting Date:	March 1, 2021	Agenda Item Number:	6.E.2.
Agenda Section:	Council	Originating Department:	Wastewater Department
Resolution	Yes	Prepared by:	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	1	Presented By:	Sean E. Christensen, P.E. Public Works Director
Item:	Recommend adopting the resolution approving the purchase and replacement of a 2020 Kubota F2690 from Haug-Kubota in the amount of \$22,714.68.		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt of a resolution approving the purchase of a 2020 Kubota F2690 from Haug-Kubota in the amount of \$22,714.68.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:

Recommend City Council adopt of a resolution approving the purchase of a 2020 Kubota F2690 from Haug-Kubota in the amount of \$22,714.68.

OVERVIEW:

Staff is requesting the replacement of the 2014 Kubota F3680 in accordance with the 2021 Wastewater Treatment Capital Outlay Program with a Kubota F2690 mower with attachments. The F2690 mower is a 24 horsepower diesel front mount unit with a 72 inch rear discharge deck and 51 inch snow blower attachment. The current 2014 unit has issues with burning oil as well as the heating system and will be traded in with the purchase.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

The purchase of the unit is off state bid pricing through National Joint Powers Alliance Contract No. 062117-KBA.

BUDGETARY/FISCAL ISSUES:

The 2021 Capital Outlay Program includes \$30,000 for the purchase.

Unit Pricing	\$38,114.68
Trade	-\$15,400
Total	\$22,714.68

ATTACHMENTS:

- Council Resolution
- Memorandum with unit information



PW/PS Committee Action Request

Committee Meeting Date:	February 18, 2021	Agenda Item Number:	
Agenda Section:	Action Item	Originating Department:	Wastewater Department
Resolution	No	Prepared by:	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	Reviewed By:	Brian Gramentz City Administrator
No. of Attachments	2	Presented By:	Sean E. Christensen, P.E. Public Works Director
Item:	Recommend City Council adopt the resolution approving the purchase and replacement of a 2020 Kubota F2690 from Haug-Kubota in the amount of \$22,714.68.		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to recommend City Council adopt of a resolution approving the purchase of a 2020 Kubota F2690 from Haug-Kubota in the amount of \$22,714.68.

OVERVIEW:

Staff is requesting the replacement of the 2014 Kubota F3680 in accordance with the 2021 Wastewater Treatment Capital Outlay Program with a Kubota F2690 mower with attachments. The F2690 mower is a 24 horsepower diesel front mount unit with a 72 inch rear discharge deck and 51 inch snow blower attachment. The current 2014 unit has issues with burning oil as well as the heating system and will be traded in with the purchase.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

The purchase of the unit is off state bid pricing through National Joint Powers Alliance Contract No. 062117-KBA.

BUDGETARY/FISCAL ISSUES:

The 2021 Capital Outlay Program includes \$30,000 for the purchase.

Unit Pricing \$38,114.68

Trade -\$15,400

Total \$22,714.68

ATTACHMENTS:

Council Resolution

Memorandum with unit information

RESOLUTION NO. ____

A RESOLUTION APPROVING THE PURCHASE OF A KUBOTA F2690 IN THE AMOUNT OF \$22,714.68.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the purchase of a Kubota F2690 with attachments from Haug-Kubota is accepted through National Joint Powers Alliance Contract No. 062117-KBA and be it further resolved the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the total amount of \$22,714.68.

Dated this 1st day of March, 2021

Mayor

Attest:

City Clerk



3585 HWY 12 E
PO BOX 1156
WILLMAR, MN 56201
320-235-2717
320-235-2771 FAX

DATE: 2/1/2021

CUSTOMER: Willmar Wastewater Treatment Facility

MAKE: Kubota

MODEL: F2690 – RCK72R-F36 – F5220B – Boxer Cab

SPECIFICATIONS: 26 HP diesel front mount tractor with rear wheel steer, 4WD, differential lock, tilt steering, hydraulic deck lift, with 72" rear discharge mower deck and 51" snowblower with hydraulic chute rotation. Second hydraulic valve added. New boxer cab with front and rear wiper, front and rear washer tank and pump, front work lights, heater and fan, amber LED strobe light. AM/FM radio, defroster fan, 4 way flashers/signals, rear work lights, interior rear view mirror. ROPS mounted sun canopy for summer use.
Freight and Set up included

RETAIL PRICE:	.....	\$ 46,579.10
GOV DISCOUNT:	.....	\$ 8,464.42
TRADE VALUE:	.....	\$ 15,400.00
TOTAL:	.....	\$ 22,714.68

NOTES:

PREPARED BY: Wade Fernelius
320-212-6142

Thomas Templer

From: Samuel Lungstrom
Sent: Tuesday, February 2, 2021 9:23 AM
To: Thomas Templer
Subject: Fwd: Quote Revision
Attachments: Willmar Wastewater Treatment - F2690 - mower - snowblower.docx; ST3 Form.PDF

----- Forwarded message -----

From: Wade Fernelius <wadefernelius@haugkubota.com>
Date: Feb 2, 2021 9:02 AM
Subject: Quote Revision
To: Samuel Lungstrom <slungstrom@willmarmn.gov>
Cc:

Sam – here is the quote without all of the bold print, and Tom asked me to send over an ST3 form. He also thought he might have needed Kubota’s sourcewell contract number which is #062117-KBA. Let me know if there is anything else I can do to help. Thank you sir

Wade Fernelius
Sales Department
Haug Kubota LLC.
3585 Highway 12 E
PO Box 1156
Willmar, Minnesota 56201-3591
Office: 320-235-2717
Cell: 320-212-6142



CONFIDENTIALITY. This electronic mail and any files transmitted with it may contain information proprietary to Haug Kubota LLC, or one of its subsidiaries or affiliates, and are intended solely for the use of the individual or entity to whom they are addressed, shall be maintained in confidence and not disclosed to third parties without the written consent of the sender. If you are not the intended recipient or the person responsible for delivering the electronic mail to the intended recipient, be advised that you have received this electronic mail in error and that any use, dissemination, forwarding, printing, or copying of this electronic mail is strictly prohibited. If you have received this electronic mail in error, please immediately notify the sender by return mail.

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 062117-KBA

Proposer's full legal name: Kubota Tractor Corporation

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.


The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CFO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

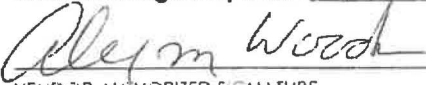
NJPA Contract # 062117-KBA

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Kubota Tractor Corporation

Authorized Signatory's Title VP- Sales, Operations, Supply Chain, Parts



VENDOR AUTHORIZED SIGNATURE

Alex M Woods

(NAME PRINTED OR TYPED)

Executed on 8/17 2017

NJPA Contract # 062117-KBA

Location	Fixed Asset Number	Vehicle Number	Year	Make/Model	Vehicle Type	Sub-type	Assigned for...	Replacement Cycle (Years)	2021	2022
Waste - Collector	2053.00009	75468	2007	Olympian Generator	Portable Trailer	Generator	Lift Station Standby	15		
Waste - Collector	0.00000	0	2017	Air Conveyance	Trailer	0	Clean Sewers	10	-	\$185,000
Waste - Treatment	3007.00034	147637	2014	Kubota - F3680 F - Mower	Light Equipment	Mower	Both Sites	7	\$30,000	\$0
Waste - Biosolids	0.00000	0	2019	international - HV613- Semi	Tractor	Semi Tractor	Pulls Tanker	12		-
Waste - Biosolids	0.00000	0	2019	John Deere -8345R	Tractor	0	Hauling Solids	10	-	-
Waste - Collector	3015.00011	103516	2010	Dodge - Ram 5500, 4x4	Trucks (1 Ton)	0	Lift Station	10	\$110,000	-
Waste - Collector	3013.00007	119287	2011	International Sewer Cleaner Truck	Specialty Equipment	Flusher Truck	Used by Public Works	10	\$255,000	-
Waste - Treatment	0.00000	0	2019	Ziegler Portable Generator	Portable Trailer	0	0	15	-	-
Waste - Treatment	0.00000	0	2020	Chevrolet Silverado 2500 - Foreman	Pickup	Pickup - Under 1 ton	0	14	-	\$0
Waste - Treatment	3018.00088	162835	2016	Ford - F-250 - Biosolids	Pickup	Pickup - Under 1 ton	Jason	10	\$50,000	-
Waste - Treatment	0.00000	0	2019	Ford - F-350 - Maintenance	Pickup	Pickup - 1 ton or greater	Paul	12	-	-
Waste - Treatment	3018.00061	104969	2010	Ford - F-150, 4x4 - Plant	Pickup	Pickup - Under 1 ton	On Site Use	12	-	\$50,000
Waste - Biosolids	0.00000	0	2016	NUHN Honeywagon - 6000 gallons	Light Equipment	Tanker	Tanker in Field	10		-
Waste - Collector			2019	Godwin Portable Pump	Specialty Equipment			15		
Waste - Biosolids	3020.00016	108390	2010	5500 Gallon Tanker	Heavy Equipment	Tanker	Hauling Solids	10	-	-
Waste - Treatment	unknown	1445681	2014	Kubota RTV 500	Light Equipment	Utility Cart	Site use	7	\$12,000	-
Waste - Treatment	0.00000	0	2016	Polaris Ranger 900 UTV	Light Equipment	0	New Site	7	-	-
									\$457,000.00	\$235,000

	Year	2021	2022
Total For All City Departments (Including Waste Water Needs):		\$1,655,044	\$1,232,346

VEHICLE/EQUIPMENT CHANGE REQUEST FORM

Department Head - I am requesting the following to occur:

Check Applicable Box

Addition - (To the overall number of vehicles in our fleet):			
Deletion - (From the overall number of vehicles in our fleet and not to be replaced):			
Replacement - (To be replaced by another vehicle):			
Replacement Adjustment - (Move a budgeted vehicle to a different year in the schedule)			
Re-assignment - (Transfer to another City Dept.):			
Fixed Asset Number:		<i>Reminder to Attach Photo</i>	
Vehicle Number:		Replacement Cost:	
Vehicle Year:	2014	Vehicle Model:	Kubota - F3680 Mower
Mileage:	OR	Hours on vehicle:	779.2 HRS

(Comments):

*Burns oil - Heating problems
Need rear discharge deck*

Initial *AK*

Operator or Supervisor (comments if applicable):

Initial _____

Mechanic (comments if applicable):

*Due for replacement, burns oil, heating problems, Trans. weak
deck all bent up, mower bent up, Needs TLC. - recommend replacement
to get best Trade-in value before city sticks more money
into it.*

Initial *DM*

APPROVED

DENIED

Vehicle/Equipment Committee

Date

APPROVED

DENIED

City Administrator

Date





PW/PS Committee Action Request

Committee Meeting Date:	February 18, 2021	Agenda Item Number:	
Agenda Section:	Action Item	Originating Department:	Engineering Department
Resolution	No	Prepared by:	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	2	Presented By:	Sean E. Christensen, P.E. Public Works Director
Item:	Consider adoption of resolutions entering into agreements with Bolton and Menk, Inc. for professional services related to Epitopix watermain and sanitary sewer extensions.		

RECOMMENDED ACTIONS:

Motion By: _____ Second By: _____, to recommend the City Council adopt a resolution entering into an agreement with Bolton and Menk, Inc. for professional services related to the Epitopix watermain extension in the amount of \$111,760.

Motion By: _____ Second By: _____, to recommend the City Council adopt a resolution entering into an agreement with Bolton and Menk, Inc. for professional services related to the Epitopix sanitary sewer extension in the amount of \$189,590.

OVERVIEW:

Epitopix has requested the extension of the City’s municipal utilities to serve their property located in Willmar Township. With the service of City water and sewer, it will allow significant expansion of their veterinary vaccine production facility on 45th Street. The City was awarded a grant by the Innovative Business Development Public Infrastructure (IBDPI) of \$1,300,000 for the extension of the sanitary sewer. The remainder of the project for each service will be paid from bonding, Epitopix and Wastewater funds. Proposals were submitted by Bolton and Menk for the professional civil engineering services on the watermain and sanitary sewer extensions.

BUDGETARY/FISCAL ISSUES:

Project estimates:

Watermain

Construction \$790,500
Contingencies \$79,050
Engineering \$111,760
Total \$981,310

Sanitary Sewer

Construction \$1,277,000
Contingencies \$127,700
Engineering \$189,590
Grant Funds -\$1,300,000
Total \$294,290

ATTACHMENTS:
Council Resolutions
Bolton and Menk Proposals

Resolution No. _____

A RESOLUTION AUTHROIZING ENTERING INTO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND BOLTON AND MENK, INC. FOR THE EPITOPIX WATERMAIN EXTENSION.

Motion By: _____ Second By: _____

WHEREAS the City of Willmar desires to retain a firm to provide engineering and construction related services for the Epitopix Watermain Extension Project; and

WHEREAS a proposal has been made by the firm of Bolton and Menk, Inc.;

BE IT RESOLVED by the City Council of the City of Willmar that said proposal be accepted and that the Mayor and City Administrator be authorized to execute an agreement on behalf of the City for the same contingent upon City Council approval of the project.

Dated this 1st day of March, 2021

Mayor

Attest:

City Clerk

Resolution No._____

A RESOLUTION AUTHROIZING ENTERING INTO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND BOLTON AND MENK, INC. FOR THE EPITOPIX SANITARY SEWER EXTENSION.

Motion By:_____ Second By:_____

WHEREAS the City of Willmar desires to retain a firm to provide engineering and construction related services for the Epitopix Sanitary Sewer Extension Project; and

WHEREAS a proposal has been made by the firm of Bolton and Menk, Inc.;

BE IT RESOLVED by the City Council of the City of Willmar that said proposal be accepted and that the Mayor and City Administrator be authorized to execute an agreement on behalf of the City for the same.

Dated this 1st day of March, 2021

Mayor

Attest:

City Clerk



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

January 7, 2021

Mr. Sean Christensen
City of Willmar
P.O. Box 755
Willmar, MN 56201

Via e-mail: schristensen@willmarmn.gov

RE: Proposal: Epitopix Watermain Extension
City of Willmar

Dear Sean,

Bolton & Menk, Inc. is pleased to present this proposal for professional civil engineering services related to the Epitopix Watermain Extension. This proposal defines our scope of work, preliminary schedule, and cost for these services. Bolton & Menk understands the City of Willmar's expectation for the project.

We offer our expertise and knowledge needed to successfully plan, design, and manage the watermain extension on behalf of the City. Our experience and working relationship with the City have resulted in many successful projects together.

Thank you for the opportunity to submit this proposal. If you have any questions, please feel free to contact me at 612-756-0326 or email at jared.voge@bolton-menk.com. We look forward to working with the City of Willmar.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
Principal

PROJECT UNDERSTANDING

The project includes the extension of watermain from 1st Avenue W/CR55 to the Epitopix property on CR 55 south of Old TH 12. The watermain extension consists of approximately 3,200 feet of watermain piping ranging from 6 inches to 16 inches in diameter along with approximately 6 hydrants. A preliminary alignment for the improvement was developed in 2019.

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

SCOPE OF WORK

The Scope of Work can be summarized as follows:

1. PRELIMINARY DESIGN

- A. Survey Services
 - i. Provide survey services within the proposed project to the extent needed for the purposes of topographical information, design, and construction.
- B. Prepare 30% Design Plans
 - i. Prepare 30% Design Plans and cost estimates. Conduct a workshop meeting for review with stake holders and incorporate review changes.
- C. Permits
 - i. Develop and prepare a list of permits that are required for the project. The project will be reviewed and discussed with local and state agencies.

2. DESIGN PHASE

- A. Prepare 90% Project Documents
 - i. Prepare 90% Design Plans, technical specifications, and project manual, and conduct a workshop meeting with the City of Willmar for review. Incorporate review changes.
- B. Bidding Documents and Cost Estimate
 - i. Prepare and submit bidding documents for construction and a construction cost estimate.
- C. Permits and Approvals
 - i. Acquire regulatory permits and approvals.

3. ADVERTISEMENT & BIDDING

- A. Prepare Advertisement for Bids
 - i. Prepare advertisement for bids in accordance with funding requirements and advertise project via the West Central Tribune and QuestCDN.
- B. Prepare Addenda
 - i. Answer questions and prepare addenda as required to document changes or clarifications to the construction documents.
- C. Bidding
 - i. Coordinate, receive, and open bids for the project. Obtain copies of the submitted documents for review and tabulation. Prepare, provide, and review with the owner a bid analysis including a tabulation of all bids and bidding abstract. Recommend whether the project be awarded and Issue Notice of Award to Contractor.

D. Contract Documents

- i. Prepare Contract Documents for execution by the Owner and Contractor. Upon full execution of Contract Documents, prepare documents for the owner to issue a Notice to Proceed.

4. CONSTRUCTION SERVICES

A. Construction Contract Administration

- i. Perform the general administration of the Construction Contract. Bolton & Menk, Inc. will consult with the owner and act as the Owner's representative.
- ii. Review and approve, or take other appropriate action, with respect to Shop Drawings, submittals, and other data which the Contractor is required to submit.
- iii. Evaluate and determine the acceptability of substitutes proposed by the Contractor.
- iv. Application of Payment and accompanying supporting documentation from the contractor will be reviewed, processed, and recommended for payment based on the work completed.

B. Resident Project Representative

- i. Provide a qualified professional to serve as Resident Project Representative (RPR). This individual will perform construction administration and observation of the contractor's work while it is in progress. The RPR will make visits to the site at intervals appropriate to the various progress and stages of construction to observe and review the quality of work as required by the Contract Documents.
- ii. The RPR will require special inspections or tests of the Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by the Contract Documents.
- iii. Recommend the Contractor's work be rejected while it is in progress if it is believed such work will produce a project that does not conform generally to the Construction Documents or will prejudice the integrity of the design.
- iv. Provide clarifications and interpretations of the Contract Documents based on Contractor inquiries. Provide a Field Order if necessary.
- v. Recommend Change Orders and Work Change Directives to the Owner and prepare necessary contract documents.

C. Construction Staking

- i. Construction survey stakes will be provided for the contractor to complete construction according to the project design.

5. PROJECT CLOSE-OUT

A. Record Drawings

- i. Based on information obtained during construction through observing the work, Bolton & Menk will prepare record drawings per City of Willmar Standards.

B. Final Project Review & Letter of Acceptance

- i. Conduct a final review of the project with City of Willmar staff and prepare a punch list of items to be completed prior to project closeout or final payment. Ensure these items be completed in a timely matter and completion times are adhered to. A letter of engineering certification that the project was built per design specifications and acceptance of the project will be issued.

ASSUMPTIONS

This proposal is based upon the following assumptions:

- A. Geotechnical investigation and materials testing services will not be provided by Bolton & Menk, Inc.
- B. Costs associated with advertising the project for bids and any permits required will be the responsibility of the City of Willmar.
- C. Reimbursable fees related to the project are the responsibility of the City of Willmar.

PRELIMINARY SCHEDULE

Bolton & Menk, Inc. will initiate providing the scope of services immediately following execution of this proposal. Our proposed schedule for completing the major tasks outlined within this proposal includes estimated durations rather than specific dates since the project timeline is yet to be defined:

1. Preliminary Design	3 weeks
2. Design Phase	4 weeks
3. Bidding	3 weeks
4. Construction Services	6 weeks
5. Project Closeout	2 weeks

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

COST

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

TASK	ESTIMATED COST
Task 1 – Preliminary Design	\$22,395
Task 2 – Design Phase	\$35,040
Task 3 – Quotes	\$4,055
Task 4 – Construction Services	\$48,480
Task 5 – Project Closeout	\$1,790
TOTAL ESTIMATED COSTS	\$111,760

We propose an hourly Not To Exceed contract. We bill monthly based on hourly fees for each individual performing work on the project up to a total NOT TO EXCEED fee of \$111,760. We only bill for hours of work completed on the project. If the project requires less time, then we will only bill for the hours required. We will obtain your approval prior to proceeding with additional work outside our scope of services.

Because we understand the proposed scope of work is dynamic and subject to modification, our scope of services and estimated fee is open to further negotiation. We do not charge separately for typical

Epitopix Watermain Extension
January 7, 2021

expenses associated with operating a professional business. The fees identified above include vehicle and personnel expenses, mileage, telephone, and routine expendable supplies; and no separate charges will be made for these items.

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

Thank you!

Accepted by:

Printed Name Title

Signature Date

CONSULTANT SERVICES
AGREEMENT

THIS AGREEMENT made and signed this _____ day of _____, 2021, by and between the City of Willmar, County of Kandiyohi, State of Minnesota, hereinafter called the "OWNER" and Bolton & Menk, Inc. of Willmar, MN, hereinafter called the "CONSULTANT".

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

ARTICLE I. The Consultant hereby covenants and agrees to perform the scope of work as detailed in their proposal dated January 7, 2021, attached hereto and incorporated herein by reference as Exhibit 1, for the Epitopix Watermain Extension in accordance with the quotation, and this agreement, as approved by the City of Willmar and to do everything required by this agreement and quotation.


ARTICLE II. The Owner agrees to pay and the Consultant agrees to receive and accept payment in accordance with the prices as set forth in the quotation of Exhibit 1, and on file in the office of the City Clerk, Willmar, Minnesota, the aggregate of which prices, based on the stated unit quantity is a not to exceed figure of \$111,760.

ARTICLE III. In consideration of the agreements of Owner herein set out, Consultant does hereby agree to indemnify and hold harmless Owner, its officers, employees, and agents harmless from expenses, claims, and damages, or causes of action arising from injury or death to persons or from damage to property resulting from Consultant's performance in the delivery of this agreement, including, but not limited to, reasonable attorney's fees and costs.

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

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

CONSULTANT

By: 
(Signature)
Title: Principal
Print Name: Jared Voge

Date: 01-07-2021

OWNER

By: _____
(Signature)
Title: City Administrator
Print Name: Brian Gramentz

Date: _____

Resolution No._____

A RESOLUTION AUTHROIZING ENTERING INTO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND BOLTON AND MENK, INC. FOR THE EPITOPIX SANITARY SEWER EXTENSION.

Motion By:_____ Second By:_____

WHEREAS the City of Willmar desires to retain a firm to provide engineering and construction related services for the Epitopix Sanitary Sewer Extension Project; and

WHEREAS a proposal has been made by the firm of Bolton and Menk, Inc.;

BE IT RESOLVED by the City Council of the City of Willmar that said proposal be accepted and that the Mayor and City Administrator be authorized to execute an agreement on behalf of the City for the same.

Dated this 1st day of March, 2021

Mayor

Attest:

City Clerk



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

January 7, 2021

Mr. Sean Christensen
City of Willmar
P.O. Box 755
Willmar, MN 56201

Via e-mail: schristensen@willmarmn.gov

RE: Proposal: Epitopix Sanitary Sewer Extension
City of Willmar

Dear Sean,

Bolton & Menk, Inc. is pleased to present this proposal for professional civil engineering services related to the Epitopix Sanitary Sewer Extension. This proposal defines our scope of work, preliminary schedule, and cost for these services. Bolton & Menk understands the City of Willmar's expectation for the project.

We offer our expertise and knowledge needed to successfully plan, design, and manage the sewer extension on behalf of the City. Our experience and working relationship with the City have resulted in many successful projects together.

Thank you for the opportunity to submit this proposal. If you have any questions, please feel free to contact me at 612-756-0326 or email at jared.voge@bolton-menk.com. We look forward to working with the City of Willmar.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
Principal

PROJECT UNDERSTANDING

The project includes the extension of sanitary sewer from the western interceptor sewer located west of CR 5 to the Epitopix property on CR 55 south of Old TH 12. The sewer extension consists of approximately 6,400 feet of 8-inch and 10-inch diameter pipe, approximately 24 manhole structures and 500 feet of casing. A preliminary alignment along New TH 12 and CR 55 was previously identified and included in a successful grant application for the project.

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

SCOPE OF WORK

The Scope of Work can be summarized of the following:

1. PRELIMINARY DESIGN

- a. Survey Services
 - i. Provide survey services within the proposed project to the extent needed for the purposes of topographical information, design, and construction.
- b. Prepare 30% Design Plans
 - i. Prepare 30% Design Plans and cost estimates. Conduct a workshop meeting for review with stake holders and incorporate review changes.
- c. Permits
 - i. Develop and prepare a list of permits that are required for the project. The project will be reviewed and discussed with local or state agencies including the DNR.

2. DESIGN PHASE

- a. Prepare 90% Project Documents
 - i. Prepare 90% Design Plans, technical specifications, and project manual, and conduct a workshop meeting with the City of Willmar for review. Incorporate review changes.
- b. Prepare Easement Descriptions and Exhibits
 - i. The project funding requires that the sanitary sewer be contained within an easement or public right-of-way. Easement descriptions and exhibits will be prepared for the city's use in satisfying the necessary funding requirements.
- c. Bidding Documents and Cost Estimate
 - i. Prepare and submit bidding documents for construction and a construction cost estimate.
- d. Permits and Approvals
 - i. Acquire regulatory permits and approvals.

3. ADVERTISEMENT & BIDDING

- a. Prepare Advertisement for Bids
 - i. Prepare advertisement for bids in accordance with funding requirements and advertise project via the West Central Tribune and QuestCDN.
- b. Prepare Addenda

- i. Answer questions and prepare addenda as required to document changes or clarifications to the construction documents.
- c. Bidding
 - i. Coordinate, receive, and open bids for the project. Obtain copies of the submitted documents for review and tabulation. Prepare, provide, and review with the owner a bid analysis including a tabulation of all bids and bidding abstract. Recommend whether or not the project be awarded and Issue Notice of Award to Contractor.
- d. Contract Documents
 - i. Prepare Contract Documents for execution by the Owner and Contractor. Upon full execution of Contract Documents, prepare documents for the owner to issue a Notice to Proceed.

4. CONSTRUCTION SERVICES

- a. Construction Contract Administration
 - i. Perform the general administration of the Construction Contract. Bolton & Menk, Inc. will consult with the owner and act as the Owner's representative.
 - ii. Review and approve, or take other appropriate action, with respect to Shop Drawings, submittals, and other data which the Contractor is required to submit.
 - iii. Evaluate and determine the acceptability of substitutes proposed by the Contractor.
 - iv. Application of Payment and accompanying supporting documentation from the contractor will be reviewed, processed, and recommended for payment based on the work completed.
- b. Resident Project Representative
 - i. Provide a qualified professional to serve as Resident Project Representative (RPR). This individual will perform construction administration and observation of the contractor's work while it is in progress. The RPR will make visits to the site at intervals appropriate to the various progress and stages of construction to observe and review the quality of work as required by the Contract Documents.
 - ii. The RPR will require special inspections or tests of the Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by the Contract Documents.
 - iii. Recommend the Contractor's work be rejected while it is in progress if it is believed such work will produce a project that does not conform generally to the Construction Documents or will prejudice the integrity of the design.
 - iv. Provide clarifications and interpretations of the Contract Documents based on Contractor inquiries. Provide a Field Order if necessary.
 - v. Recommend Change Orders and Work Change Directives to the Owner and prepare necessary contract documents.
- c. Construction Staking
 - i. Construction survey stakes will be provided for the contractor to complete construction according to the project design.

5. PROJECT CLOSE-OUT

- a. Record Drawings

- i. Based on information obtained during construction through observing the work, Bolton & Menk will prepare record drawings per City of Willmar Standards.
- b. Final Project Review & Letter of Acceptance
 - i. Conduct a final review of the project with City of Willmar staff and prepare a punch list of items to be completed prior to project closeout or final payment. Ensure these items be completed in a timely matter and completion times are adhered to. A letter of engineering certification that the project was built per design specifications and acceptance of the project will be issued.

ASSUMPTIONS

This proposal is based upon the following assumptions:

- A. Geotechnical investigation and materials testing services will not be provided by Bolton & Menk, Inc.
- B. Costs associated with advertising the project for bids and any permits required will be the responsibility of the City of Willmar.
- C. Reimbursable fees related to the project are the responsibility of the City of Willmar.

PRELIMINARY SCHEDULE

Bolton & Menk, Inc. will initiate providing the scope of services immediately following execution of this proposal. Our proposed schedule for completing the major tasks outlined within this proposal includes estimated durations rather than specific dates since the project timeline is yet to be defined:

1. Preliminary Design	4 weeks
2. Design Phase	10 weeks
3. Bidding	3 weeks
4. Construction Services	10 weeks
5. Project Closeout	2 weeks

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

COST

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

TASK	ESTIMATED COST
Task 1 – Preliminary Design	\$25,320
Task 2 – Design Phase	\$67,495
Task 3 – Quotes	\$4055
Task 4 – Construction Services	\$90,700
Task 5 – Project Closeout	\$2,620
TOTAL ESTIMATED COSTS	\$189,590

Epitopix Sanitary Sewer Extension
January 7, 2021

We propose an hourly Not To Exceed contract. We bill monthly based on hourly fees for each individual performing work on the project up to a total NOT TO EXCEED fee of \$189,590. We only bill for hours of work completed on the project. If the project requires less time, then we will only bill for the hours required. We will obtain your approval prior to proceeding with additional work outside our scope of services.

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

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

Thank you!

Accepted by:

Printed Name Title

Signature Date

CONSULTANT SERVICES
AGREEMENT

THIS AGREEMENT made and signed this _____ day of _____, 2021, by and between the City of Willmar, County of Kandiyohi, State of Minnesota, hereinafter called the "OWNER" and Bolton & Menk, Inc. of Willmar, MN, hereinafter called the "CONSULTANT".

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

ARTICLE I. The Consultant hereby covenants and agrees to perform the scope of work as detailed in their proposal dated January 7, 2021, attached hereto and incorporated herein by reference as Exhibit 1, for the EpiTopix Sanitary Sewer Extension in accordance with the quotation, and this agreement, as approved by the City of Willmar and to do everything required by this agreement and quotation.


ARTICLE II. The Owner agrees to pay and the Consultant agrees to receive and accept payment in accordance with the prices as set forth in the quotation of Exhibit 1, and on file in the office of the City Clerk, Willmar, Minnesota, the aggregate of which prices, based on the stated unit quantity is a not to exceed figure of \$189,590.

ARTICLE III. In consideration of the agreements of Owner herein set out, Consultant does hereby agree to indemnify and hold harmless Owner, its officers, employees, and agents harmless from expenses, claims, and damages, or causes of action arising from injury or death to persons or from damage to property resulting from Consultant's performance in the delivery of this agreement, including, but not limited to, reasonable attorney's fees and costs.

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

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

CONSULTANT

By: 
(Signature)
Title: Principal
Print Name: Jared Voge

Date: 01-07-2021

OWNER

By: _____
(Signature)
Title: City Administrator
Print Name: Brian Gramentz

Date: _____



City Council Action Request

Council Meeting Date:	March 1, 2021	Agenda Item Number:	6.E.3.
Agenda Section:	Council	Originating Department:	Engineering Department
Resolution	Yes	Prepared by:	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	2	Presented By:	Sean E. Christensen, P.E. Public Works Director
Item:	Recommend adoption of a resolution approving the Cooperative Construction Agreement with MnDOT for City-owned utility relocation along TH No. 12.		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution approving the Cooperative Construction Agreement with MnDOT for City-owned utility relocation along TH No. 12.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:

Recommend City Council adopt a resolution approving the Cooperative Construction Agreement with MnDOT for City-owned utility relocation along TH No. 12.

OVERVIEW:

The State has improvements scheduled for Trunk Highway No. 12. The project includes bituminous mill and overlay from 6th Street SE to 260 feet west of 26th Street SE. They are requesting the City’s participation in the cost of utility adjustments for adjusting frame and ring castings.

BUDGETARY/FISCAL ISSUES:

The estimated cost participation for the City is \$1,115.38.

Utilities Adjustments \$1,032.76

Engineering \$82.62

Total \$1,115.38

ATTACHMENTS:

Council Resolution

Cooperative Construction Agreement



PW/PS Committee Action Request

Committee Meeting Date:	February 18, 2021	Agenda Item Number:	
Agenda Section:	Action Item	Originating Department:	Engineering Department
Resolution	No	Prepared by:	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	2	Presented By:	Sean E. Christensen, P.E. Public Works Director
Item:	Consider adoption of a resolution approving the Cooperative Construction Agreement with MnDOT for City-owned utility relocation along TH No. 12.		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to recommend the City Council adopt a resolution approving the Cooperative Construction Agreement with MnDOT for City-owned utility relocation along TH No. 12.

OVERVIEW:

The State has improvements scheduled for Trunk Highway No. 12. The project includes bituminous mill and overlay from 6th Street SE to 260 feet west of 26th Street SE. They are requesting the City’s participation in the cost of utility adjustments for adjusting frame and ring castings.

BUDGETARY/FISCAL ISSUES:

The estimated cost participation for the City is \$1,115.38.

Utilities Adjustments	\$1,032.76
Engineering	\$82.62
Total	\$1,115.38

ATTACHMENTS:

- Council Resolution
- Cooperative Construction Agreement

Resolution No. _____

A RESOLUTION AUTHROIZING ENTERING INTO COOPERATIVE CONSTRUCTION AGREEMENT BETWEEN THE CITY AND MnDOT FOR THE TH NO. 12 PROJECT.

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to enter into the Cooperative Construction Agreement between the City of Willmar and MnDOT for the TH No. 12 Project.

Dated this 1st day of March, 2021

Mayor

Attest:

City Clerk

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF WILLMAR
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>3403-81</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>12=010</u>	<u>\$1,115.38</u>
Federal Project Number:	<u>NHPP 0012(320)</u>	

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

Recitals

1. The State will perform bituminous mill and overlay construction and other associated construction upon, along, and adjacent to Trunk Highway No. 12 from 6th Street East to 260 feet west of 26th Street East according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 3403-81 (T.H. 12=010) ("Project"); and
2. The City has requested the State include in its Project utility adjustment construction; and
3. The City will participate in the costs of the utility adjustment construction and associated construction engineering; and
4. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
5. Minnesota Statutes § 161.20, subdivision 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.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure.
- 1.4. *Plans, Specifications, and Special Provisions.*** Plans, specifications and special provisions designated by the State as State Project No. 3403-81 (T.H. 12=010) are on file in the office of the Commissioner of

Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. **Direction, Supervision, and Inspection of Construction.**

- A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. **Plan Changes, Additional Construction, Etc.**

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

- 2.5. **Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.2. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.3. **Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Basis of City Cost

- 4.1. **Schedule "I".** The Preliminary Schedule "I" includes all anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. **City Participation Construction.** The City will participate in the following at the percentages indicated.
 - A. 100 Percent will be the City's rate of cost participation in all of the utility adjustment construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- 4.3. **Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 4.4. **Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- 4.5. **Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

5. City Cost and Payment by the City

- 5.1. **City Cost. \$1,115.38** is the City's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

5.2. Conditions of Payment. The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

5.3. Acceptance of the City's Cost and Completed Construction. The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

5.4. Final Payment by the City. Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: malaki.ruranika@state.mn.us

6.2. The City's Authorized Representative will be:

Name, Title: Sean Christensen, City Engineer (or successor)
 Address: 333 Southwest 6th Street, Willmar, MN 56201
 Telephone: 320-235-4202
 E-Mail: schristensen@willmarmn.gov

7. Assignment; Amendments; Waiver; Contract Complete

7.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2. Amendments. Any amendment to this Agreement 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 Agreement, or their successors in office.

7.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

7.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

8.1. Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. Title VI/Non-discrimination Assurances

The City agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. The City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

11. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

12. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

13. Telecommunications Certification

By signing this agreement, the City certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the City does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City will include this certification as a flow down clause in any contract related to this agreement.

14. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination; Suspension

15.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

15.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

15.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

16. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF WILLMAR

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: **DRAFT – DO NOT SIGN** _____

Title: _____

Date: _____

By: **DRAFT – DO NOT SIGN** _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: **DRAFT – DO NOT SIGN** _____
(District Engineer)

Date: _____

Approved:

By: **DRAFT – DO NOT SIGN** _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: **DRAFT – DO NOT SIGN** _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF WILLMAR

RESOLUTION

IT IS RESOLVED that the City of Willmar enter into MnDOT Agreement No. 1045743 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the bituminous mill and overlay construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 12 from 6th Street East to 260 feet west of 26th Street East within the corporate City limits under State Project No. 3403-81 (TH 12=010).

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Willmar at an authorized meeting held on the _____ day of _____, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2021
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)

PRELIMINARY SCHEDULE "I"

Agreement No. 1045743

City of Willmar

S.P. 3403-81 (T.H. 12=010)

Preliminary: February 2, 2021

Fed. Proj. NHPP 0012(320)

Bituminous mill and overlay construction to start approximately Summer 2021 under
 State Contract No. ____ with ____
 located on Trunk Highway 12 from 6th Street East to 260 feet west of 24th Street East

CITY COST PARTICIPATION	
Work Items from Sheet No. 2	1,032.76
Construction Engineering (8%)	82.62
(1) Total City Cost	\$1,115.38

(1) Amount of advance payment as described in Article 5 of the Agreement (estimated amount)



PW/PS Committee Action Request

Committee Meeting Date:	February 18, 2021	Agenda Item Number:	
Agenda Section:	Action Item	Originating Department:	Wastewater Department
Resolution	No	Prepared by:	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	2	Presented By:	Sean E. Christensen, P.E. Public Works Director
Item:	Consider adoption of resolutions entering into agreements with Bolton and Menk, Inc. for professional services related to the Highway 12 Lift Station elimination.		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to recommend the City Council adopt a resolution entering into an agreement with Bolton and Menk, Inc. for professional services related to the Highway 12 Lift Station Elimination.

OVERVIEW:

The existing Highway 12 lift station is over 50 years old and operating at maximum capacity. This has prevented the City from allowing any development within this drainage basin. There have been several sanitary sewer overflows due to rain. The last pump upgrade was in 2005. The age of the system and parts becoming obsolete prevents another pump upgrade. By eliminating the station, all sanitary sewer would gravity flow to the Western Interceptor line which is designed to handle additional volume and allow for future development. A proposal was submitted by Bolton and Menk for the professional services related to the lift station elimination and includes engineering, design, bidding and project management. They anticipate, if awarded the contract, to complete preliminary engineering and design this summer and advertise for construction bids on or before August 15th.

BUDGETARY/FISCAL ISSUES:

The 2021 CIP includes \$700,000 for the professional services and construction of the project. Final Professional Service fees are being negotiated and will be presented at the committee meeting.

ATTACHMENTS:

- Council Resolution
- Bolton and Menk Proposal

Resolution No._____

A RESOLUTION AUTHROIZING ENTERING INTO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND BOLTON AND MENK, INC. FOR THE TH NO. 12 LIFT STATION ELIMINATION.

Motion By:_____ Second By:_____

WHEREAS the City of Willmar desires to retain a firm to provide engineering and construction related services for the Highway 12 Lift Station Elimination Project; and

WHEREAS a proposal has been made by the firm of Bolton and Menk, Inc.;

BE IT RESOLVED by the City Council of the City of Willmar that said proposal be accepted and that the Mayor and City Administrator be authorized to execute an agreement on behalf of the City for the same.

Dated this 1st day of March, 2021

Mayor

Attest:

City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

January 29, 2021

Sean Christensen, P.E.
Public Works Director
City of Willmar
P.O. Box 755
Willmar, MN 56201

RE: Hwy 12 Lift Station Elimination Project

Dear Mr. Christensen:

The City of Willmar is ready to initiate the Hwy 12 Lift Station Elimination Project in conjunction with the 2020 & 2021 CIP. We understand what needs to be accomplished for the successful completion of the Hwy 12 Lift Station Elimination Project and why you have chosen us for this work:

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

Continuity – City staff and our project team have the history, knowledge, and affiliation on this project due to our successful completion with other similar projects: Westwood Court Lift Station, Country Club Drive Lift Station, Gorton Avenue Lift Station, Fairgrounds Lift Station, and Armory Lift Station.

Value – Our understanding of the project and delivery process will allow us to complete your project efficiently while minimizing the amount of time required of city staff. You can be assured we will provide exceptional professional service and maintain a commitment to managing cost effectiveness, quality, and satisfaction.

Enclosed with this cover letter is our proposed scope of services, compensation, and timeline of activities. We are excited at the opportunity to complete the Hwy 12 Lift Station Elimination Design. Please contact me at 320-905-3520 or joshua.halvorson@bolton-menk.com if you have any questions regarding our proposal.

Respectfully Submitted,

Bolton & Menk, Inc.

Joshua Halvorson, P.E.
Principal Engineer

SCOPE OF WORK

The City of Willmar can be assured the Bolton & Menk team understands the project and will provide outstanding technical deliverables with superior project management in a timely and cost-effective manner. The detailed scope of work below is outlined by tasks addressing all elements of the project thru design. The tasks proposed is derived from our previous meetings discussing the project, experience working with the City on similar projects, and the proposed schedule.

Task 1 – Preliminary Engineering

Subtask 1.1 – Kick-off Meeting

The kick-off meeting is an important component of the overall project process, as it helps establish communication among city and utility staff members and the project team. At the meeting, the entire project process will be discussed, beginning with the review of the scope of services and the associated work plan/schedule continuing through means and methods of deliverables, billings, reviews, meetings, coordination and communication, and associated protocols. The proposed sanitary sewer alignment will be discussed to obtain any additional information the city may have regarding potential conflicts or property owner concerns.

Deliverables: Meeting minutes, including contact information, will be provided to the city and filed in the project file

Subtask 1.2 – Survey Services

Topographical data based on NAD 83 horizontal and NAVD 88 vertical datums will be collected, along with existing elevations and the location of structures and utilities. A Gopher State One Call ticket will be generated for the project. Bolton & Menk will work with city engineering staff and municipal utilities staff to verify all utilities are accounted for. All available record drawing information will be requested. Since the proposed improvements will require easements and have the potential for property to be acquired, existing easements and property boundaries will be determined to provide

legal descriptions and exhibits for acquiring the easements/property. Prior to conducting the topographic survey, Bolton & Menk will coordinate property owner notifications regarding the survey.

Deliverables: Point file with coordinates, elevations, and corresponding line work in .dwg format

Subtask 1.3 – 30% Design

Based on the project kick-off meeting, survey data collected, Bolton & Menk will prepare 30% plans and corresponding cost estimates for the project. The 30% plans will include anticipated invert elevations, pipe alignment, preliminary construction plans associated with existing. The 30% plans will be presented at a workshop and reviewed with the project team. Meeting notes will be prepared following the workshop.

Deliverables: 30% design plans, cost estimate, workshop meeting notes

Subtask 1.4 – Easements

In order to minimize impacts with the project and avoid costly street restoration, easements or property acquisition have been identified during our meetings. Following the 30% design meeting, we will determine the area needed to construct the improvements, identify property owners, and provide legal descriptions and exhibits to the city for use in acquiring the easements/property.

Deliverables: Legal descriptions and exhibits for city use in acquiring easements and property

Subtask 1.5 – Permits

Based on the project scope and review of the 30% plans and easement requirements, Bolton & Menk will prepare a list of permits required for the project. A NPDES construction stormwater permit is expected to be required based on the area to be disturbed with the project. Other required permits will be investigated. The permit list will include submittal dates, agency contact information, and anticipated fees.

Deliverables: Comprehensive list of permits with their associated fees

Task 2 – Design Phase

Subtask 2.1 – 90% Design

Based on comments received during the 30% workshop and easement locations, 90% design plans and a project manual including technical specifications as well as SWPPP requirements will be prepared. The 90% design plans will be reviewed with the project team at a workshop and any required changes will be incorporated into the documents.

Deliverables: 90% design plans, project manual including technical specifications, workshop meeting notes

Subtask 2.2 – Lift Station Decommissioning

Bolton & Menk will evaluate the potential ways of taking the lift station out of service. Considerations for constructability, existing utilities, the soil boring report, accessibility, maintenance, and long-term impacts will be evaluated.

Deliverables: Analysis with drawings illustrating lift station removal/decommissioning to existing right-of-way, easements, impacts, and depths.

Subtask 2.3 – Develop Staging Plan

The continuous, uninterrupted operation of the existing sanitary sewer system is crucial to successful project completion. As a result, Bolton & Menk, in collaboration with city staff, will develop a staging plan for the decommissioning of the existing lift station with installation and start-up phases of the project. Although means and methods cannot be dictated to the contractor, required construction sequences can.

Deliverables: Staging plan to be incorporated into the specifications

Subtask 2.4 – Bidding Documents and Cost Estimate

Following review of the plans and specifications by the city, final plans and specifications incorporating city and agency comments will be prepared for the project. A construction cost estimate based on the bidding documents will be provided.

Deliverables: Bidding documents, cost estimate

Subtask 2.5 – Permits and Approvals

Based on the permit list developed in subtask 1.5, all regulatory permits will be prepared and submitted to the appropriate agencies. Bolton & Menk will submit the permit applications along with the necessary fees. Reimbursement for permit fees will be requested.

Deliverables: Necessary regulatory permits

Task 3 – Bidding

Subtask 3.1 – Advertisement for Bids

Bolton & Menk will prepare the project advertisement for bids while working closely with city staff to ensure the bid opening date fits with council workshop and meeting schedules. Due to the anticipated cost of the project, the advertisement will continue for a minimum of 21 days via the West Central Tribune, QuestCDN, Bolton & Menk's website, and be provided to the city for posting on the city website. Advertisement costs will be paid by the City of Willmar.

Deliverables: Advertisement for bids, affidavit of publication

Subtask 3.2 – Distribution of Bidding Documents

Bolton & Menk will distribute bidding documents through QuestCDN. A QuestCDN project number will be obtained and included in the advertisement for bids, and all contract documents will be available for download by contractors and suppliers via QuestCDN. In addition, hard copies of the documents will be provided to contractors and suppliers via UPS for a fee, should they request them. A plan holders list will be maintained for the project.

Deliverables: Bidding documents, plan holders list

Subtask 3.3 – Prepare Addenda

Based on questions received from contractors and suppliers during the advertisement process, Bolton & Menk will prepare all addenda required for the project. Addenda will be distributed via QuestCDN.

Deliverables: Addenda

Subtask 3.4 – Bid Opening

Bolton & Menk will conduct the project bid opening at City Hall. Prior to the bid opening, a bid tabulation identifying all anticipated bidders will be prepared so the bid amounts, when read, can be recorded. Following the

evaluation of the bids, a bid abstract will be prepared and include unit prices and extensions for each bid item submitted by each bidder. The abstract will be completed in Excel format and provided to the city. After the abstract has been prepared, Bolton & Menk will provide a recommendation letter to the city regarding the award of a contract. The bid analyzing process will include communication with the low bidder regarding previous similar project experience, verification of all contract requirements, reference checks, and debarment verification. The bid abstract and recommendation letter are expected to be provided to the city within two days following bid opening. Following the award of a contract by the city council, Bolton & Menk will issue a Notice of Award to the contractor.

Deliverables: Bid tabulation, bid abstract, recommendation of award letter, Notice of Award

Subtask 3.5 – Contract Documents

Following the award of the contract by the city council, Bolton & Menk will prepare contract documents, obtain all insurance and bonding requirements from the contractor, verify all required information has been provided by the contractor, and prepare documents for the city to issue a Notice to Proceed.

Deliverables: Fully executed contract documents

Task 4 – Project Management

Subtask 4.1 – Public Information

Keeping the public and stakeholders informed is a crucial component to a successful project. Information or meetings will be completed as necessary to keep the public informed as a result of the project. Bolton & Menk staff will meet with concerned citizens and property owners to discuss the project and address questions and concerns in a timely manner. Our staff will return all phone calls and respond to e-mails as quickly as possible. In addition, a summary of conversations with property owners and residents will be documented. Meeting minutes will be prepared.

Deliverables: Correspondence summary and meeting minutes

Subtask 4.2 –Funding

Bolton & Menk will work with City Staff to develop budgets and formulate funding sources identified for the

improvements. While working with the city engineer and finance director, separate funding and construction calendars will be prepared and distributed for the timing of any work and proposed improvements.

Deliverables: Construction and funding calendars and budgets

Subtask 4.3 – City Meetings

Bolton & Menk will assist City staff to keep council and committees advised of the project status. We can attend meetings when the project is on the agenda to present information regarding the project and respond to questions. We will provide the necessary meeting materials needed in such effort.

Deliverables: Meeting materials

Subtask 4.4 – File Management System

At the end of the project, or when requested, electronic files can be sent to the City of Willmar. Access to the assembled files can be provided electronically, eliminating the need for distribution via flash drives, external hard drives, or other means. Paper and electronic copies of all project documents will be provided. All files will be reviewed for completeness and accuracy prior to distribution.

Deliverables: Hard and electronic copy of project files

SCHEDULE

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

- Task 1: Preliminary Engineering.....May 1, 2021
- Task 2: Design Phase.....July 1, 2021
- Task 3: Bidding.....August 15, 2021
- Task 4: Project Management.....Ongoing during Project

This schedule will be adjusted as progress of tasks, permitting, and approvals drive the completion of subsequent project tasks. The owner will be made aware of any deviations to this schedule that effect or jeopardize the intent of the project or change the scope of this proposal.

COMPENSATION

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

TASK	ESTIMATED COST
Task 1 – Preliminary Engineering	\$50,525
Task 2 – Design Phase	\$66,860
Task 3 – Bidding	\$6,335
Task 4 – Project Management	\$6,805
TOTAL ESTIMATED COSTS	\$130,525

* Please see the attached Estimated Hours and Detailed Cost Estimate for additional information.

We propose an hourly Not to Exceed contract. We bill monthly based on hourly fees for each individual performing work on the project up to a total NOT TO EXCEED fee of \$130,525. We only bill for hours of work completed on the project. If the project requires less time, then we will only bill for the hours required. We will obtain your approval prior to proceeding with additional work outside our scope of services.

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

ASSUMPTIONS

Bolton & Menk has prepared this proposal with the following assumptions:

1. The costs associated with the publication of the advertisement for bids as well as all required permit fees will be reimbursed to Bolton & Menk or paid directly by the City of Willmar. These fees have not been included in the proposal.
2. The work plan and tasks identified in this proposal will be completed within the time frame illustrated in the schedule.
3. Any Geotechnical Investigation is not included with this scope of work. We will work with City Staff to determine the needs of these services.

Estimated Hours

Client: City of Willmar Project: TH 12 LS Elimination		Bolton & Menk, Inc.							
Task No.	Work Task Description	Principal-in-Charge	Project Manager	Project Engineer	Design Engineer	Licensed Surveyor	Survey Technician	Clerical	Totals
1.0 Preliminary Engineering									
1.1	Kick-off meeting	1	1	1				1	4
1.2	Survey services		1	1	4	5	44		55
1.3	30% design	8	24	60	200		4	10	306
1.4	Easements		1	4	2	6	20	1	34
1.5	Permits		1	6	4			1	12
Subtotal Hours - Task 1		9	28	72	210	11	68	13	411
2.0 Design Phase									
2.1	90% design	12	32	80	280			16	420
2.2	Lift Station Decommissioning		2	8	24				34
2.3	Develop Staging Plan		1	10	8				19
2.4	Bidding documents and cost estimate	5	16	20	20			16	77
2.5	Permits and approvals		4	6	4			1	15
Subtotal Hours - Task 2		17	55	124	336	0	0	33	565
3.0 Bidding									
3.1	Advertisement for bids		3	2				8	13
3.2	Distribution of bidding documents		1	2				4	7
3.3	Prepare addenda		2	2				2	6
3.4	Bid support services	1	2					1	4
3.5	Bid opening	1	2	1				4	8
3.6	Contract documents	2	4		4			12	22
Subtotal Hours - Task 4		4	14	7	4	0	0	31	60
4.0 Project Management									
4.1	Public information	2	4	2				2	10
4.2	Funding	1	2	2				1	6
4.3	City Meetings	4	4						8
4.4	File management system		4	4				32	40
Subtotal Hours - Task 4		7	14	8	0	0	0	35	64

Detailed Cost Estimate

Client: City of Willmar Project: Hwy 12 Lift Station Elimination		Bolton & Menk, Inc.								
Task No.	Work Task Description	Principal-in-Charge	Project Manager	Project Engineer	Design Engineer	Licensed Surveyor	Survey Technician	Clerical	Total Hours	Total Cost
1.0	Preliminary Engineering	9	28	72	210	11	68	13	411	\$50,525
2.0	Design Phase	17	55	124	336	0	0	33	565	\$66,860
3.0	Bidding	4	14	7	4	0	0	31	60	\$6,335
4.0	Project Management	7	14	8	0	0	0	35	64	\$6,805
TOTAL LABOR COSTS										\$130,525.00
Total Hours		37	111	211	550	11	68	112	1100	
Average Hourly Rate		\$170.00	\$145.00	\$120.00	\$115.00	\$150.00	\$140.00	\$75.00		
Subtotal		\$6,290	\$16,095	\$25,320	\$63,250	\$1,650	\$9,520	\$8,400		
TOTAL FEE										\$130,525.00



Committee Action Request

Committee Meeting Date:	February 18 th 2021	Agenda Item Number:	[Insert agenda # here]
Agenda Section:	Public Works Committee	Originating Department:	Parks and Recreation
Resolution	Yes	Prepared by:	Rob Baumgarn, Parks and Recreation Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	2	Presented By:	Rob Baumgarn, Parks and Recreation Director
Item:	Invest in Willmar- Events and Recreation Center		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to recommend to the City Council to adopt a resolution approving the plans/specifications and authorize the advertisements for bids for the Invest in Willmar Events and Recreational Center project.

OVERVIEW: The citizens of Willmar passed a local option sales tax back in the Fall 2018. The citizens voted to have pickle ball/tennis courts, seating for concerts/shows, kitchen area, kids play space, locker rooms, meeting rooms and an outdoor covered ice rink. A subcommittee was then formed to develop a plan with the items listed before. The subcommittee has been working with LSE Architects and Marcus Construction (CMr) on the development of this project. The Events and Recreation Center is the forth out of sixth on the priority list that the council has approved.

The subcommittee has met over the past two years to develop the best overall plan for the dollars that are budgeted for this project. This Events and Recreation Center includes:

- 8 pickle ball courts/2 tennis courts/ 2 basketball hoops and 2 volleyball courts
- Multipurpose flooring for conventions, speakers, dry floor events with dividing wall in between the two courts
- Kitchen area, indoor kid space, meeting rooms, dressing rooms, bleachers,
- Expanded lobby area, showers/restrooms pre-event space and outdoor courtyard
 - *The plan also includes a future concept to connect to the future curling facility*

The subcommittee presented their presentation to the public for input (Feb 6th). The Invest in Willmar Committee (Feb 10th) and the Parks and Recreation board (Feb 17th) have reviewed and approved the plan and specifications. It's their recommendation for the council to adopt a resolution approving the plans/specifications and authorize the advertisements for bids for the Invest in Willmar Events and Recreational Center.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

- Don't approve the plans and specifications
- Develop the project into different phases or delay the project
- Develop only one section of the project
- Is funding available for this project/Sales tax revenue support this project

BUDGETARY/FISCAL ISSUES:

The total budget for this project is \$10 million dollars. \$7.5 million dollars is a total construction budget for this project. Once bids are received the council can determine the dollar amount to be bonded.

ATTACHMENTS:

LSE Presentation

Resolution

RESOLUTION NO. ____

RESOLUTION APPROVING THE PLANS/SPECIFICATIONS AND AUTHORIZE THE ADVERTISEMENTS FOR BIDS FOR THE INVEST IN WILLMAR EVENTS AND RECREATIONAL CENTER PROJECT.

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar to approve the plans/specifications and authorize the advertisements for bids for the Invest in Willmar Events and Recreational Center project.

Dated this 1st day of March, 2021

MAYOR

Attest:

CITY CLERK



Committee Action Request

Committee Meeting Date:	February 18 th 2021	Agenda Item Number:	[Insert agenda # here]
Agenda Section:	Public Works Committee	Originating Department:	Parks and Recreation
Resolution	Yes	Prepared by:	Rob Baumgarn, Parks and Recreation Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	2	Presented By:	Rob Baumgarn, Parks and Recreation Director
Item:	Invest in Willmar- Recreation Fields		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to recommend to the City Council to adopt a resolution approving the plans/specifications and authorize the advertisements for bids for the Invest in Willmar Recreational Fields project.

OVERVIEW: The citizens of Willmar passed a local option sales tax back in the Fall 2018. The citizens voted to have youth baseball/softball fields, two multipurpose turf fields, concession stands, lights and “bubble” over one of the turf fields for 6 months. A subcommittee was then formed to develop a plan with the items listed before. The subcommittee has been working with Widseth Architects and Marcus Construction (CMr) on this project. The Recreational fields is the next project on the priority list that the council has approved. This project is third on the list out of six total.

The subcommittee has met over the past two years to develop the best overall plan for the dollars that are budgeted for this project. This plans includes:

- 4 Softball/Baseball Fields in a pinwheel style which includes a concession/restrooms/storage areas
- 2 multipurpose turf fields with lights

The subcommittee presented their presentation to the public for input (Feb 6th). The Invest in Willmar Committee (Feb 10th) and the Parks and Recreation board (Feb 17th) have reviewed and approved the plan and specifications. It’s their recommendation for the council to adopt a resolution approving the plans/specifications and authorize the advertisements for bids for the Invest in Willmar Recreational Fields project.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

- Don’t approve the plans and specifications
- Develop the project into different phases or delay the project
- Develop only one section of the project
- Is funding available for this project/Sales tax revenue support this project

BUDGETARY/FISCAL ISSUES:

The total budget for this project is 6 million dollars. \$4.5 million dollars is a total construction budget for this project. Once bids are received the council can determine the dollar amount to be bonded.

ATTACHMENTS:

WSN Presentation

Resolution

RESOLUTION NO. ____

**RESOLUTION APPROVING THE PLANS/SPECIFICATIONS AND AUTHORIZE THE ADVERTISEMENTS FOR
BIDS FOR THE INVEST IN WILLMAR RECREATIONAL FIELDS PROJECT.**

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar to approve the plans/specifications and authorize the advertisements for bids for the Invest in Willmar Recreational Fields project.

Dated this 1st day of March, 2021

MAYOR

Attest:

CITY CLERK

FINANCE COMMITTEE

MINUTES

The Finance Committee Meeting of the City of Willmar met at 5:56 p.m. on Thursday, February 18, 2021, via TeleConference.

Present:	Audrey Nelsen	.....	Chair
	Rick Fagerlie	.....	Member
	Julie Asmus	.....	Member
	Andrew Plowman	.....	Member

Others on the teleconference: City Administrator Brian Gramentz, Finance Director Steve Okins, Jenny Boulton of Kennedy & Graven, Doug Green of Baker Tilly, Michael Schramm and Andrew Rolling of Carris Health, Tami Koosman of CentraCare, and West Central Tribune Journalist Shelby Lindrud.

Item No. 1 Call to Order

The meeting was called to order at 5:56 p.m.

Item No. 2 Roll Call

Roll-call was taken with the following members present: Chair Audrey Nelsen, Councilmember Rick Fagerlie, Councilmember Julie Asmus, and Councilmember Andrew Plowman.

Item No. 3 Action Items for the Council

CentraCare/Carris Health Presentation

Lease and Affiliation Agreement Commitments

Carris Health Finance Director Andrew Rolling reviewed the Lease and Affiliation Agreement with the City of Willmar which includes Rent/Debt Obligation payments to the City. Also reviewed was the Intergovernmental Transfer Agreement which is being proposed to be renewed effective January 1, 2021. Hospital Capital Investments made through December 31, 2020, were noted as well as the most recent audited financial statements.

Carris Health has submitted a request to the City to pursue refunding of the 2012A and 2013 Hospital Bonds by issuing Conduit Revenue Bonds which would result in debt service savings. These new Conduit Revenue Bonds would be an obligation of the CentraCare Obligated Group and secured with other CentraCare outstanding debt. The City of Willmar’s debt obligations for the hospital bonds would thereby be removed.

This matter was received for information and to introduce the next action items.

Intergovernmental Agreement Amendment (Resolution)

Finance Director Okins explained that pursuant to the affiliation agreement and related operating lease agreement between the City of Willmar, CentraCare Health System and Carris Health, the real property, upon which Rice Hospital’s facilities and the Care Center’s facilities are located, is exempt from paying real estate taxes. Previously, Rice Hospital and the City have entered into

agreements whereby the hospital would remit to the City annual negotiated intergovernmental transfer payments in consideration for the municipal services provided to Rice Hospital by the City. Both parties desire to continue this annual intergovernmental transfer. The current agreement reflects an annual amount of \$318,270 plus the monthly ECPN amount of \$5,900.00. The ECPN, or Equitable Cost-Sharing for Publicly-Owned Nursing Facilities, is a pass-through process with the amount received from the hospital being paid to the State of Minnesota. The 2021 intergovernmental transfer payment would include an annual amount calculated at \$327,818.10, which is a three percent increase over 2020 as stipulated in the Operating Lease, plus a monthly amount of \$11,033.72 to cover the ECPN charges.

It was moved by Councilmember Fagerlie, seconded by Councilmember Asmus and passed to recommend a Resolution authorizing the Mayor and City Administrator to execute the agreement for Intergovernmental Transfer and ECPN Payments by and between Carris Health, Rice Memorial Hospital, Rice Care Center, and the City of Willmar.

Debt/Bond Conduit Financing Request (Resolution)

As indicated previously, Finance Director Okins reported that the City has received a request from CentraCare to issue Conduit Revenue Bonds to be used to pay off the current City Debt for Rice Memorial Hospital and to amend the current Operating lease sections pertaining to the payment thereof. The City issued its \$40,900,000 General Obligation Hospital Revenue Refunding Bonds Series 2012A for the hospital and its \$9,100,000 Hospital Revenue Notes Series 2013 for Rice Care Center. The proceeds of these two bonds were used to finance improvements to the Rice Facilities.

On December 31, 2017, the City, CentraCare, and Carris Health entered into an Operating Lease Agreement, together with the First Amendment, to strengthen the position of the Hospital as an independent provider of health care in the service area and provide a source of payment for the obligations of the City under the Hospital Bonds.

It was noted that, should this conduit financing for the hospital be authorized and issued, the City's existing debt for the 2012A Bond and the 2013 Revenue Notes would be paid off. Further, a second amendment to the Operating Lease would need to be executed to remove the Base Rent payments to the City that were required to cover the annual debt payments of the Hospital's 2012A Bond and 2013 Notes.

It was moved by Councilmember Plowman, seconded by Councilmember Asmus and passed to recommend a Resolution calling for a Public Hearing on the Issuance of Conduit Revenue Bonds to be held at the April 5, 2021, Council Meeting and authorizing the Publication of a Notice of Hearing.

Item No. 4 Discussion Items for the Council

Filing Fee Information Report

Finance Director Okins explained that, per a request from a council member, information is being presented to the Committee reflecting election filing fees as established by State Statute 205.13. Filing fees of various cities similar in size to Willmar were included in this information, noting Willmar's current filing fee is \$5.00. Per the City's Charter, this amount could be amended.

This item was received for information.

Local Option Sales Tax Report

Finance Director Okins provided a report on the most recent information regarding the sales tax revenues received covering the period October, 2019, through October, 2020. This report was also presented to the Invest In Willmar Group earlier this week. It was noted that the peak revenues occurred in July 2020 which actually includes revenues deferred from previous months. Minnesota Revenue had provided an extension to businesses for a couple of months earlier in 2020 enabling them to pay their collected sales tax later than normal.

Detailed information regarding online sales has been received from the Minnesota Department of Revenue, if council members would like to receive further information. Further, staff is seeking direction from the Council whether or not to pursue submitting a request to the State Legislature to extend the 13-year life of Willmar's local option sales tax program. Receipts have been significantly down from original projections which means we may not be able to complete all of the projects proposed. The City's request could stipulate the extension would only be for a couple of additional years or until the full \$30 million has been received.

It was moved by Councilmember Asmus, seconded by Councilmember Fagerlie and passed on a 3-1 vote to recommend a motion to instruct staff to work with the League of Minnesota Cities, other communities that are pursuing an extension of their local option sales tax programs, and our local legislators during this 2021 legislative session regarding a possible extension for the City of Willmar's program; and report back to the Council.

Community Development Fund Report

Finance Director Okins explained that, moving forward, staff would like to include on the Finance Agendas a discussion of each of the various City Funds, thereby reviewing one fund each meeting. Tonight's meeting will review the Community Development Fund which was originally established in 1975 to account for activities of the Community Development Block Grant Program. Funds received by the City have generally been passed through to the Housing and Redevelopment Authority. In 2010, the City received a grant through the Southwest Minnesota Housing Finance Agency for the Westwind Housing Project. This also included a 30-year note for \$350,000 with payments deferred until maturity on March 23, 2040, at which time the projected balance would be \$376,250 including accumulated interest. This fund balance is restricted until 2040.

December Financial Report

Finance Director Okins reviewed the December, 2020, Financial Report with the Committee, noting a couple of departments may have exceeded their budgets. Overall in the General Fund, there appears to be \$233,000 in excess operating revenues over expenditures as well as \$216,000 in unspent capital projects. This total of approximately \$450,000 will be forwarded to the Mayor to be utilized when preparing the 2022 budget. This total is down from the average excess over the last couple of years of about \$800,000. Staff will be coming back to the committee for action on the budget overages.

It was noted that \$689,000 remains available from the Auditorium capital projects. Staff noted that the City Planner is currently working on an RFP to hire a consultant to provide the City with the architectural and historic values of the auditorium which would enable the City to apply for grants through the Minnesota Historical Society. Combining the City's \$600,000 with these grants could result in substantial dollars.

December Investment Report

Finance Director Okins reviewed the City's investment portfolio as of December 31, 2020, and reported that interest rates remain very low. It was noted that the City holds restricted funds relative to the hospital bonds, which means that our total investments will soon be reduced by approximately \$6 million due to the Carris Health refinancing.

Department Update

Finance Director Okins reported that the department has been working on refinancing of the hospital bonds with Carris Health as well as a new intergovernmental transfer agreement with them. Other projects include the Local Option Sales Tax, Curling Club, EpiTopix, working with the Engineering Department in replatting the Industrial Park for possible excess land sales, and the normal year-end audit work.

Item No. 5 Future Agendas

Future Finance Committee meetings will include discussion on amending the Parks and Recreation 2021 Budget for a new Pen Pal Program and Tobacco-Free Parks signage, amending the Civic Center Budget regarding ice rentals, the Investment Policy, the Fund Balance Policy, Federal Path Local Financing, 2021 Street Improvement Bonds, and an LMC proposed Legislative Update.

There being no further business to come before the Committee, the meeting was adjourned at 7:12 p.m. by Chair Nelsen.

Respectfully submitted,



Carol Cunningham, Accounting Coordinator



CentraCareTM



City of Willmar Finance Committee

February 18, 2021

Lease and Affiliation Agreement

▶ Rent / Debt Obligation Payment

- All payments are current
- Payments were updated as of 1/1/2021

▶ Intergovernmental Transfer Payments

- Payments were updated as of 1/1/2021
- ECPN: Working with Steve Okins to update the agreement with the new payments amounts for 2021



Lease and Affiliation Agreement

▶ Service Commitments

- All service commitments are in compliance as substantially all services remain intact.
- Rice Home Medical and the Ambulance Service continue to offer their products and services via leadership and direction through CentraCare Health.



Lease and Affiliation Agreement

▶ Capital Investments

- Capital investments since the inception of the Lease are \$14.0 million with the expected average amount of capital investment to be \$9.6 million by December 31, 2021

▶ Audited Financial Statements

- A copy of the CentraCare audit for fiscal year 2020 has been provided to the City Council and the Rice Hospital Board of Directors.



Carris Debt Refunding

- ▶ CentraCare/Carris is pursuing refunding the 2012A and 2013 City of Willmar Hospital Bonds for debt service savings.
- ▶ The refunded debt will be an obligation of the CentraCare Obligated Group (not the City of Willmar) and secured with other CentraCare outstanding debt
- ▶ To maintain the tax-exempt nature of the debt, CentraCare is requesting the City of Willmar to be the conduit issuer of the refunded debt.



Carris Debt Refunding

- ▶ Conduit Benefits to the City of Willmar
 - A conduit issuer is required to keep the tax-exempt nature of the financing
 - The City no longer has this debt obligation and corresponding receivable on their books.
- ▶ Conduit Benefits to CentraCare/Carris
 - Tax-exempt bond issues provide a small savings (lower interest payments) compared to taxable financings





Finance Committee Action Request

Committee Meeting Date:	February 18, 2021	Agenda Item Number:	3.a.ii.
Agenda Section:		Originating Department:	Finance
Resolution	Yes	Prepared by:	Steve Okins, Finance Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	25	Presented By:	Steve Okins, Finance Director
Item:	Intergovernmental Transfer and ECPN Payments with Carris Health		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution authorizing the Mayor and City Administrator to execute the agreement for Intergovernmental Transfer and ECPN Payments by and between Carris Health, Rice Memorial Hospital, Rice Care Center and the City of Willmar.

OVERVIEW:

Pursuant to the affiliation agreement and related operating lease agreement between the City of Willmar, CentraCare Health System and Carris Health, the real property upon which Rice Hospital’s facilities and the Care Center’s facilities are located, is exempt from paying real estate taxes. Previously, Rice Hospital and the City have entered into agreements whereby the hospital would remit to the city annual negotiated intergovernmental transfer payments in consideration for the municipal services provided to Rice Hospital by the City. Both parties desire to continue this annual intergovernmental transfer. Details of the payments are included in the agreement.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

BUDGETARY/FISCAL ISSUES:

This agreement will continue to provide revenue annually. The ECPN reimbursement may be reduced to more accurately reflect the actual costs anticipated to be expended.

ATTACHMENTS:

- Resolution
- Agreement

RESOLUTION NO. ____

CARRIS HEALTH INTERGOVERNMENTAL TRANSFER AGREEMENT

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar to authorize the Mayor and Administrator to execute the "Agreement for Intergovernmental Transfer and ECPN Payments by and between Carris Health, Rice Memorial Hospital, Rice Care Center and the City of Willmar" effective January 1, 2021.

Dated this 1st day of March, 2021

Mayor

Attest:

City Clerk

**AGREEMENT FOR INTERGOVERNMENTAL TRANSFER AND ECPN PAYMENTS BY AND
BETWEEN CARRIS HEALTH RICE MEMORIAL HOSPITAL, RICE CARE CENTER AND
THE CITY OF WILLMAR**

This Agreement is made and entered into this _____ of _____, by and between Carris Health, LLC, a Minnesota non-profit limited liability company, Carris Health Rice Memorial Hospital, a hospital located in the City of Willmar (hereinafter referred to as "Rice Hospital"), Rice Care Center, a nursing facility located in the City of Willmar (herein referred to as Care Center), and the City of Willmar, a Minnesota municipal corporation (hereinafter referred to as "City") (the "Agreement"), WITNESSETH:

WHEREAS, Rice Hospital is a public Hospital located at 301 Becker Avenue Southwest in the City and possesses the powers of a nonprofit corporation relative to its delivery of healthcare services pursuant to Minn. Stat. § 144.581;

WHEREAS, Care Center is a nursing facility located at 1801 Willmar Avenue SW, Willmar, MN 56201;

WHEREAS, pursuant to the Affiliation Agreement and related Operating Lease Agreement between the City, CentraCare Health System, and Carris Health, the City, (hereinafter referred to as "Lease Agreement") acting pursuant to its statutory authority under Minn. Stat. § 447.47, leased and transferred the operations of Rice Hospital and Care Center to Carris Health and Carris Health assumed the day-to-day operations of Rice Hospital and Care Center and, in connection therewith, acquired certain operating assets and employees of Rice Hospital and Care Center, pursuant to Article II of the Lease Agreement;

WHEREAS, the real property upon which Rice Hospital's facilities in the City and Care Center's facilities in the City are located is exempt from paying real estate taxes;

WHEREAS, Rice Hospital and the City have previously entered into agreements whereby the Hospital would remit to the City annual negotiated intergovernmental transfer payments in consideration for the municipal services provided to Rice Hospital by the City, and the Hospital agreed to continue making such annual payments to the City in Article III, Section 3.1 of the Lease as part of the consideration for the rights granted to the Hospital under the Lease;

WHEREAS, the parties desire to implement the annual intergovernmental transfer required in Article III, Section 3.1 of the Lease as outlined below:

WHEREAS, the parties intend to participate in the Equitable Cost-sharing for Publicly-owned Nursing facilities;

NOW, THEREFORE, BE IT RESOLVED by and between the parties as follows:

- I. Effective January 2018, Rice Hospital's annual intergovernmental transfer payments to the City shall be made in four equal installments in the amount of one quarter of the annual payment on required for such year pursuant to Article III, Section 3.1 of the Lease on March 30, June 30, September 30, and December 30 of each year. Rice Hospital shall pay to the City an annual intergovernmental transfer payment in the amount provided for in Article III, Section 3.1 of the Lease pursuant to Article III of the Lease Agreement.

2. Furthermore for the purpose of supporting the Rice Care Center in terms of additional reimbursement received by the Care Center, an additional payment related to Equitable Cost-sharing for Publicly-owned Nursing facilities (ECPN) program and for the period of January 1, 2018 through December 31, 2018, Carris Health will pay the City \$3,850.00 per month.
3. In addition and related to ECPN, for the period of January 1, 2019 through December 31, 2019, Carris Health will pay the City \$9,400.00 per month.
4. In addition and related to ECPN, for the period of January 1, 2020 through December 31, 2020, Carris Health will pay the City \$5,900.00 per month.
5. In addition and related to ECPN, for the period January 1, 2021 through December 31, 2021, Carris Health will pay the City \$11,033.72 per month.
6. The parties hereby agree that the terms and conditions of this Agreement shall remain in effect through December 31, 2021.
7. The parties further agree that this Agreement shall be renegotiated annually and that this Agreement may only be modified by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first referenced above.

CITY OF WILLMAR

CARRIS HEALTH RICE MEMORIAL HOSPITAL

By: _____

By: _____

Mayor

By: _____

City Administrator

**Application for Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN)
Minnesota Statutes, 256R.48**

For the earliest effective date of January 1, 2020 through December 31, 2020

(please type or print)

1) Facility			
Legal Name Carris Health - Rice Memorial Hospital	Address 1801 Willmar Ave. SW Willmar, MN 56201	Provider NPI Number 1245280080	
Administrator of Facility			
Name/Title Pamela Adam, Administrator	Address (if different from above)	Phone 320-214-2745	Email Address pamela.adam@carrishealth.com
Other Facility Contact			
Name/Title Jackie, Hinderks, Director Revenue Cycle	Address (if different from above)	Phone 320-231-4425	Email Address jaclyn.hinderks@carrishealth.com
2) Physical Plant Owner			
Legal Name City of Willmar	Address PO Box 755 Willmar, MN 56201	Email Address	
Contact			
Name/Title Brian Gromentz, Interim City Administrator	Address (if different from above) 333 Southwest 6 th St. Willmar, MN 56201	Phone 320-235-4913	Email Address bgromentz@willmarmn.gov
3) License Holder (if different from #2)			
Legal Name	Address	Email Address	
Contact			
Name/Title	Address (if different from above)	Phone	Email Address
4) Election for requested rate increase:			
<i>ft(</i> Facility requests an increase to the payment rate of \$11.24, not to exceed \$11.24 per resident day.			

5) Terms and Conditions
<p>The undersigned understands and agrees that:</p> <ul style="list-style-type: none"> • Participation is through December 31, 2020 unless terminated by either party. • Application to participate in this program is voluntary and may be terminated with thirty days written notice. • Commissioner may reduce payment rates under the ECPN program and may terminate the program at any time at the sole discretion of the commissioner. • The new or increased contributions for the non-federal share of the Medicaid payments are certified to be

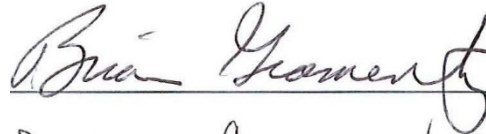
voluntary and the State is in no way requiring provision of the funding.

- The full benefit of participation in the ECPN program must stay with the nursing facility. The owner agrees to not take any of the benefit away from the facility. **The nursing facility agrees that facility resources will not be used to pay the non-federal share of Medicaid payments to the local government entity or to the State. The owner agrees to not use facility resources to pay the non-federal share of Medicaid payments.**
- The intergovernmental transfer for the increased contribution for the non-federal share of Medicaid payments must be received prior to the payment of the alternate rate.
- During the effective period of this application, owner may reduce participation level one time during the rate year, with at least 30 days written notice before the first day of any month.
- To continue participation in the ECPN program, the local government entity must either be the facility license holder or owner of the physical plant. Participation in the program will be terminated effective on the first day of the month following a change in status if the local entity is no longer either the facility license holder or owner of the physical plant. On the date of termination, payment rates will be adjusted to the level they would have been if the local government entity had not participated.
- If the amount of owner's obligation changes during participation due to census changes owner shall notify OHS. OHS will adjust amount of agreed upon contribution accordingly.

I certify that the information contained herein is true and accurate to the best of my knowledge, that I accept the Terms and Conditions stated in part 5 of this application and that I am authorized to submit this application on behalf of the owner.

By signing this, Local Governmental Entity agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments

Signature of Representative of Local Governmental Entity:



Print Name:

Brian Gramentz

Title:

City Administrator

Date:

12-- 11/19

By signing this, Nursing Facility agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments

Signature of Administrator of Facility:



Print Name:

μ |Y|tl_ Ad.tN

Title:

Administrator

Date:

11/26/19

Return Completed Form either by email or by US Postal to:

Gary M. Johnson
Nursing Facility Rates & Policy
Department of Human Services
PO Box 64973
St. Paul, MN 55164-0973

Gary.m.johnson@state.mn.us



City Council Action Request

Council Meeting Date:	March 1, 2021	Agenda Item Number:	6.F.1.
Agenda Section:	[Insert Section]	Originating Department:	City Administrator
Resolution	To Set a Public Hearing	Prepared by:	Finance Director
Ordinance	None	Reviewed By:	City Administrator
No. of Attachments	three	Presented By:	Bond Counsel
Item:	Conduit Financing Request for Hospital Debt from CentraCare/Carris Health		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to introduce a Resolution Calling for a Public Hearing on the Issuance of Conduit Revenue Bonds and authoring the Publication of a notice of Hearing.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION: The Finance Committee recommends a Resolution calling for a Public Hearing on the Issuance of Conduit Revenue Bonds to be held at the April 5, 2021, Council Meeting and authorizing the Publication of a Notice of Hearing.

OVERVIEW: The City has received a request from CentraCare to issue Conduit Revenue Bonds to be used to pay off the current City Debt for Rice Memorial Hospital, and to amend the current Operating lease sections dealing with the payment thereof.

The City issued its (i) \$40,910,000 General Obligation Hospital Revenue Refunding Bonds, Series 2012A (Rice Hospital) and its (ii) \$9,100,000 Hospital Revenue Notes, Series 2013 (Rice Care Center) (collectively, the “Hospital Bonds”) the proceeds which were used to finance improvements to the Rice Facilities.

And on December 31, 2017, the City, CentraCare and Carris entered into that certain Operating Lease Agreement, together with the First Amendment to strengthen the position of the Hospital as an independent provider of health care in the service area and provide a source of payment for the obligations of the City under the Hospital Bonds.

The desire is to call for a Public Hearing to discuss if the City should facilitate the issue of Conduit Revenue Bonds to be used to retire the current City Debt Obligations of 2012A and 2013, and to amendment the Operating lease between the City of Willmar and CentraCare/Carris health.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

- a. Do not facilitate the issuance of Conduit Revenue Bonds and or amend the Operating Lease
- b. Hold a Public Hearing and facilitate the issuance of Conduit Revenue Bonds and amend the Operating Lease as recommended

BUDGETARY/FISCAL ISSUES:

- a. Remaining 2012A and 2013 Hospital Bonds of paid and Operating Lease payments are reduced.

ATTACHMENTS:

CentraCare Conduit Revenue Bond Application Request
Resolution calling for a Public hearing for Monday April 5th
Draft Second Amendment to Operating Lease Agreement



City Committee Action Request

Council Meeting Date:	March 1, 2021]	Agenda Item Number:	Conduit Financing Request]
Agenda Section:	[Insert Section]	Originating Department:	City Administrator
Resolution	To Set a Public Hearing	Prepared by:	Finance Director
Ordinance	None	Reviewed By:	City Administrator
No. of Attachments	three	Presented By:	Bond Counsel
Item:	Conduit Financing Request for Hospital Debt from CentraCare/Carris Health		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to introduce a Resolution Calling for a Public Hearing on the Issuance of Conduit Revenue Bonds and authoring the Publication of a notice of Hearing.

OVERVIEW: The City has received a request from CentraCare to issue Conduit Revenue Bonds to be used to pay off the current City Debt for Rice Memorial Hospital, and to amend the current Operating lease sections dealing with the payment thereof.

The City issued its (i) \$40,910,000 General Obligation Hospital Revenue Refunding Bonds, Series 2012A (Rice Hospital) and its (ii) \$9,100,000 Hospital Revenue Notes, Series 2013 (Rice Care Center) (collectively, the “Hospital Bonds”) the proceeds which were used to finance improvements to the Rice Facilities.

And on December 31, 2017, the City, CentraCare and Carris entered into that certain Operating Lease Agreement, together with the First Amendment to strengthen the position of the Hospital as an independent provider of health care in the service area and provide a source of payment for the obligations of the City under the Hospital Bonds.

The desire is to call for a Public Hearing to discuss if the City should facilitate the issue of Conduit Revenue Bonds to be used to retire the current City Debt Obligations of 2012A and 2013, and to amendment the Operating lease between the City of Willmar and CentraCare/Carris health.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

- a. Do not facilitate the issuance of Conduit Revenue Bonds and or amend the Operating Lease
- b. Hold a Public Hearing and facilitate the issuance of Conduit Revenue Bonds and amend the Operating Lease as recommended

BUDGETARY/FISCAL ISSUES:

- a. Remaining 2012A and 2013 Hospital Bonds of paid and Operating Lease payments are reduced.

ATTACHMENTS:

CentraCare Conduit Revenue Bond Application Request
Resolution calling for a Public hearing for Monday April 5th
Draft Second Amendment to Operating Lease Agreement



MEMORANDUM

TO: City Council, City of Willmar, Minnesota

CC: Brian Gramentz, City Administrator
Steve Okins, Finance Director

FROM: Tami Koosmann, Executive Director—Treasury, CentraCare Health System

DATE: February 5, 2021

RE: Request to refinance outstanding obligations (Carris Health – Rice Memorial Hospital; Carris Health – Care Center and Therapy Suites) (the “Facilities”)

The City of Willmar (the “City”) has previously issued its General Obligation Hospital Revenue Refunding Bonds, Series 2012A (Rice Memorial Hospital Project) and Hospital Revenue Notes, Series 2013 (Rice Care Center Project) (the “Original Bonds”) to finance and refinance improvements to the Facilities. Pursuant to an Affiliation Agreement effective December 31, 2017 among the City, the Rice Memorial Board of Directors, Carris Health, LLC (“Carris”) and CentraCare Health System (“CentraCare”) and an Operating Lease Agreement dated December 31, 2017 between the City, Carris and CentraCare (the “Lease”), Carris has agreed to make payments of Base Rent, as defined in the Lease, equal to debt service due on the Original Bonds.

As we have discussed in recent months, most recently at our January 19th meeting with you, Carris has elected to prepay the Original Bonds pursuant to Section 3.1(d) of the Lease with proceeds of conduit revenue bonds (the “Refunding Bonds”) proposed to be issued by the City, pursuant to Minnesota Statutes, Section 469.152, et seq. (the “Act”) on behalf of CentraCare and its affiliates as well as reserve funds on deposit for the Original Bonds. CentraCare has received a proposal from TD Bank, N.A., to purchase the Refunding Bonds. The Refunding Bonds would not be debt of the City, but repaid by CentraCare pursuant to a conduit loan agreement with the City and assigned to the trustee for the Refunding Bonds for the benefit of the bondholder. Security for the Refunding Bonds will be a note provided under CentraCare’s master trust indenture.

Following issuance of the Refunding Bonds and the redemption of the Original Bonds, the Lease and the obligations of Carris and CentraCare thereunder, other than payment of Base Rent equivalent to debt service, will remain in effect, but no payments made by CentraCare under the Lease are expected to be pledged to debt service on the Refunding Bonds. Carris and CentraCare are not proposing any other changes to the Lease. CentraCare is requesting that the City waive the ninety day notice requirement of Section 3.01(d) to the extent it would require notice in addition to that provided to date.

Kennedy & Graven, Chartered would represent the City in connection with the financing, preparing forms of resolutions to be considered by the City, and Dorsey & Whitney LLP would act as bond counsel to CentraCare, providing operative and closing documents for

consideration by the City, its counsel and others. CentraCare will prepare and submit the application for conduit financing under the City's policy following this request.

CentraCare proposes the following timetable for consideration by the City:

<u>Action</u>	<u>Date</u>
Circulate draft operative conduit documents	Week of 2/1
Circulate conduit application to City and draft DEED approval package	Week of 2/8
City finance committee gives preliminary consideration to refinancing request	2/18
City of Willmar calls for public hearing	3/1
Submit notice to West Central Tribune for publication at least 14 days prior to hearing	3/3 for pub 3/6
City of Willmar holds public hearing and approves bond issuance	4/5
Submit DEED application to State; receive approval	Week of 4/12
Close financing	tbd

Revenue bonds such as the Refunding Bonds are authorized by the Act and the Internal Revenue Code, Section 145. They provide the borrower of the proceeds of the bonds with the benefits of tax-exempt borrowing, while not subjecting the City to any liability for repayment of the bonds. Section 469.162 of the Act expressly states:

Subdivision 1. **Restrictions on payment.** Revenue bonds issued under sections 469.152 to 469.1655 shall not be payable from nor charged upon any funds other than the revenue pledged to their payment, except as provided in this section, nor shall the municipality or redevelopment agency issuing the same be subject to any liability on them. No holder of the bonds shall ever have the right to compel any exercise of the taxing power of the municipality or redevelopment agency to pay the bonds or the interest thereon, except as provided in subdivision 2 [Repealed, 2012 c 294 art 2 s 43], nor to enforce payment of them against any property of the municipality or redevelopment agency except those projects, or portions thereof, mortgaged or otherwise encumbered under the provisions and for the purpose of sections 469.152 to 469.165.

Section 469.162, subdivision 3, also states that obligations issued under the Act are not debt of the issuing City within the meaning of any constitutional or statutory limitation. Each Bond, similarly, will contain language stating that:

THIS BOND SHALL NOT BE DEEMED TO CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE ISSUER OR OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND SHALL BE PAYABLE SOLELY FROM REVENUES DERIVED FROM AND THE PAYMENTS RECEIVED UNDER THE LOAN AGREEMENT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

Thank you for your consideration of this request.

CentraCare Health
Series 2021 - Schedule Outline
as of 2/3/2021

January 2021						February 2021						March 2021						April 2021					
S	M	T	W	Th	F Sa	S	M	T	W	Th	F Sa	S	M	T	W	Th	F Sa	S	M	T	W	Th	F Sa
					1 2		1	2	3	4	5 6		1	2	3	4	5 6						1 2 3
3	4	5	6	7	8 9	7	8	9	10	11	12 13	7	8	9	10	11	12 13	4	5	6	7	8	9 10
10	11	12	13	14	15 16	14	15	16	17	18	19 20	14	15	16	17	18	19 20	11	12	13	14	15	16 17
17	18	19	20	21	22 23	21	22	23	24	25	26 27	21	22	23	24	25	26 27	18	19	20	21	22	23 24
24	25	26	27	28	29 30	28						28	29	30	31			25	26	27	28	29	30
31																							

Week of	Activity	Responsibility
January		
	Distribute calendar and working group list	P
January 25	Organization kick-off conference call (1/29) -Topics for Discussion: -Plan of Finance overview -Schedule and timing -Tax diligence process and timing -Notification requirements for redemption of 201A, 2012A, 2013 -Other topics?	All
February		
February 01	Working group conference call	All
	Circulate draft initial Willmar resolution	BC, KG
	CentraCare Board approval for Rate Lock, if appropriate	CCH, P
	Distribute 2021 Bond/operative conduit documents	BC
	Distribute BPA and supplemental bondholder's agreement	CF
February 08	Circulate conduit application to City and draft DEED approval package	BC, KG
	Working group conference call	All
	TD Bank internal approval	TD
	Distribute updated 2021 Bond documents	BC
	Distribute updated BPA and supplemental bondholder's agreement	CF
February 15	City finance committee gives preliminary consideration to refinancing request (2/18)	ICW
	Distribute near final form 2021 Bond documents	BC
	Distribute near final form BPA and supplemental bondholder's agreement	CF
	Working group conference call	All
	Finalize bond sizing for Rate Lock, if appropriate	P
February 22	Working group conference call	All
	Rate Lock Agreement executed, if appropriate	CCH, TD, P
March		
March 01	Working group conference call	All
	Final docs to Willmar for approval (Date TBD)	BC, CF, KG
	City of Willmar call for public hearing (3/1 @ 7pm)	BC, KG, ICW

CentraCare Health
Series 2021 - Schedule Outline
as of 2/3/2021

January 2021							February 2021							March 2021							April 2021						
S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa
					1	2	1	2	3	4	5	6	1	2	3	4	5	6						1	2	3	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	28	29	30	31		25	26	27	28	29	30									
31																											

Week of	Activity	Responsibility
	Submit notice to West Central Tribune for publication at least 14 days prior to hearing (3/3 for pub 3/6)	BC, KG
	Submit redemption notices for Series 2010A, 2012A and 2013 Bonds (no more than 60 days, no less than 30 days from desired redemption date)	BC, CCH
March 08	Working group conference call	All
	Prepare and distribute closing documents	BC, CF
	CentraCare Board final approval (Date TBD)	CCH
March 15	Working group conference call	All
	Submit ordinance to West Central Tribune, if needed (3/17 for pub 3/20)	BC, KG
March 22	Working group conference call	All
March 29	Working group conference call	All
	Finalize closing documents	BC, CF
April		
April 05	City of Willmar public hearing, adopts approves bonds (4/5)	BC, KG, ICW
April 12	Submit DEED application to State; receive approval	BC, KG
	Ordinance effective, if needed) (4/12)	ICW
	Pre-closing of Series 2021 Bonds	All
	Closing of Series 2021 Bonds	All
	Redeem Series 2010A, 2012A and 2013 Bonds	T

Legend			
CCH	Borrower (CentraCare Health)	TM	Borrower's Counsel (Tom Mathews)
P	Financial Advisor (Ponder) <i>Robert Jaeger</i>	KG	City of Wilmar Counsel (Kennedy & Graven) <i>Jenny Bolton</i>
TD	Lender (TD Bank)	CF	Lender's Counsel (Chapman Fields) <i>Robert Stephen</i>
ICW	Issuer (City of Wilmar) <i>Brian Gromentz</i>	T	Bond Trustee (US Bank)
BC	Bond Counsel (Dorsey)		

APPLICATION FOR
TAX-EXEMPT FINANCING

(Commercial, Industrial, Private Education or Health Care)

1. APPLICANT
 - a. Business Name: The St. Cloud Hospital (CentraCare Health System Obligated Group)
 - b. Business Address: 1406 6th Avenue North, St. Cloud, MN 56303
 - c. Business Form. (corporation, partnership, sole proprietorship, etc.): corporation
 - d. Authorized Representative: Tami Koosmann, Executive Director-Treasury
 - e. Principal contact person and telephone number: (320) 255-5839

2. PURPOSE OF REQUESTED FINANCING:
 - a. New Facility (describe):
 - b. Expansion (describe):
 - c. Refunding (attach explanatory letter): proposed refunding of City of Willmar General Obligation Hospital Revenue Refunding Bonds, Series 2012A (Rice Memorial Hospital Project) and Hospital Revenue Notes, Series 2013 (Rice Care Center Project).

3. GIVE BRIEF DESCRIPTION OF NATURE OF BUSINESS, PRINCIPAL PRODUCTS, ETC.: health care delivery

4. ESTIMATED PROJECT COSTS: (Not required for refunding)

Land	\$ _____
Building	_____
Equipment	_____
Architectural, Engineering	_____
Costs of Issuance	_____
Capitalized Interest, including discount	_____
Other	_____

Total Financing Requested \$35,000,000

5. AMOUNT OF FINANCING REQUESTED: \$35,000,000 (___ % of project costs)

6. TYPE OF FINANCING PROPOSED:

Bonds ___x___ Tax Exempt Mortgage _____

Expected Term of Financing ___12___ Years

Security:

Mortgage _____

Letter of Credit _____

Guaranty (third party) _____

Guaranty (personal) _____

Unsecured _____

Other (specify) _____pledge of CentraCare Obligated Group unrestricted receivables on parity with outstanding debt secured by master trust indenture _____

7. BUSINESS PROFILE: (Not required for refunding)

a. Is the business located in the City of Willmar now?

b. Number of employees in City:

1) Before this project:

2) After this project:

c. Approximate annual sales:

d. Length of time in business:

Length of time in business in City:

e. Do you have plants in other locations? If so, where?

8. NAMES OF:

a. Underwriter (name and contact person): bonds to be purchased by TD Bank, N.A.

b. Corporate Counsel: Thomas Mathews

c. Underwriter's Counsel: Chapman and Cutler LLP (purchaser's counsel)

9. WHAT IS YOUR TARGET DATE FOR:

a. Construction start:

b. Construction completion:

10. Attachments:

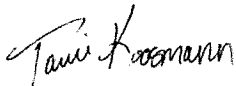
a. Project description:

b. Necessary State or Federal approvals, together with required attachments

c. Initial application fee

d. Indemnification Letter of Agreement

I certify that the information provided above contains no misrepresentations, omissions or concealments of material facts and that the information given is true and complete to the best of my knowledge. I have been furnished a copy of the Procedure for Application to the City of Willmar for Private Activity Revenue Bond Financing and is aware of its content and agree to be bound by its terms and the terms of the indemnification letter.



February 9, 2021

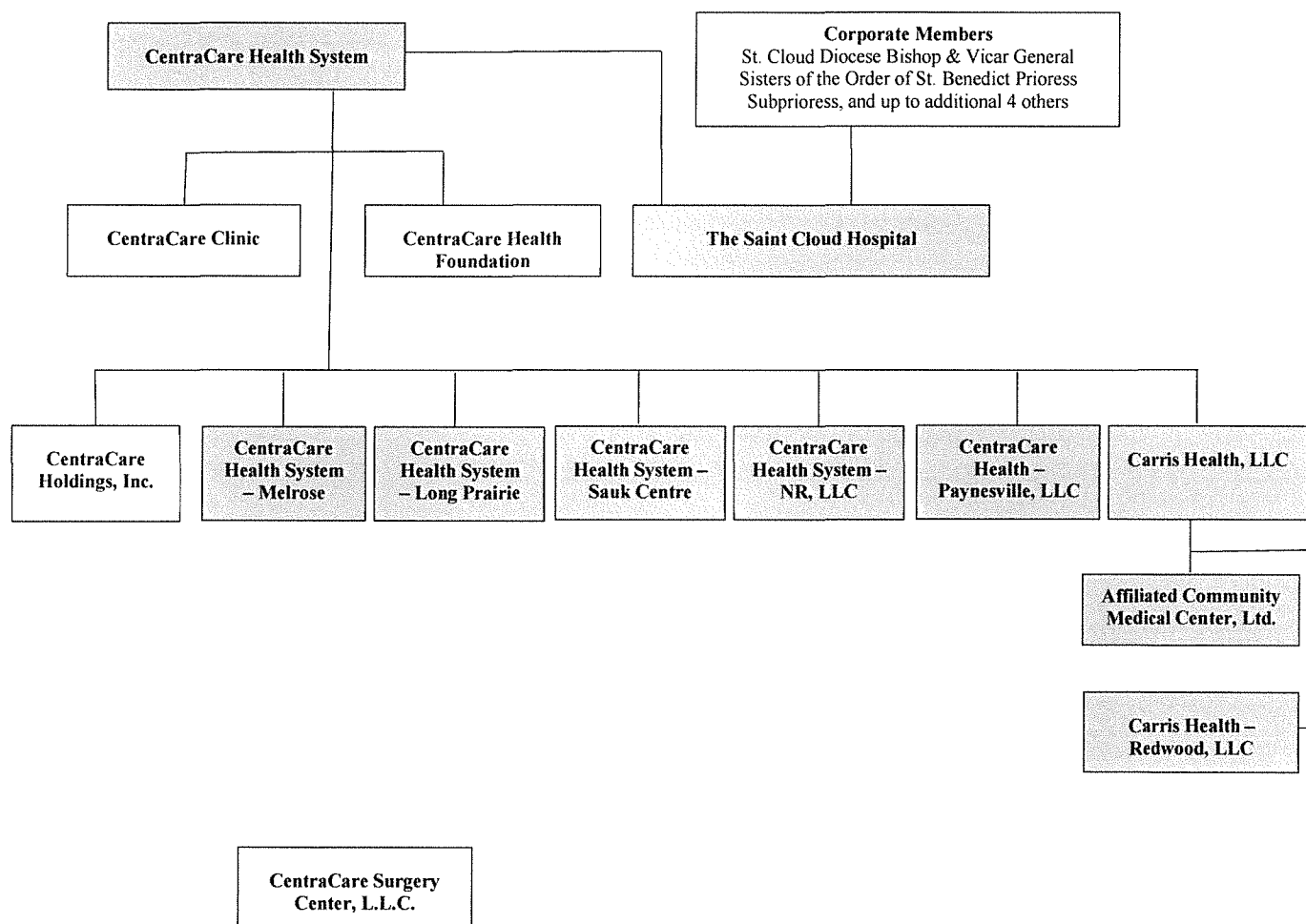
Signature

Date

Executive Director, Treasury

APPENDIX A

A brief description of the organizational structure of Applicant, including parent subsidiary and affiliate organizations (if applicant is other than an individual).



 Obligated Group Member

APPENDIX B

Statement of Applicant’s business history, including any multi-family rental projects.

ORGANIZATION	DESCRIPTION AND LOCATION OF OPERATIONS	CENTRA CARE OWNERSHIP STATUS
The Saint Cloud Hospital ("SCH") ¹	<i>Saint Cloud Hospital</i> (St. Cloud) 489-licensed bed (487 available) acute care hospital	Parent Corporation
	<i>Saint Benedict's Senior Community and Chateau Waters</i> (St. Cloud; Sartell; and Monticello) 383-unit independent/assisted living facilities 174-bed skilled nursing facilities 24 therapy suites	
Carris Health, LLC ("Carris Health") ²	<i>Rice Memorial Hospital</i> (Willmar) 136-licensed bed acute care hospital	Sole Member
	<i>Ambulatory Surgery Center</i> (Willmar)	
	<i>Rice Care Center and Therapy Suites</i> (Willmar) 78-bed skilled nursing facility 23-unit short-stay rehabilitation care facility	
Carris Health – Redwood, LLC ("Carris – Redwood") ²	<i>Redwood Area Hospital</i> (Redwood Falls) 25-licensed bed (25 available) critical access hospital	Carris Health is Sole Member
CentraCare Health System – Melrose ("CCH – Melrose") ¹	<i>CentraCare Health – Melrose Hospital</i> (Melrose) 25-licensed bed (14 available) critical access hospital	Parent Corporation
	<i>CentraCare Health – Melrose Pine Villa Care Center</i> (Melrose) 75-bed skilled nursing facility	
	<i>CentraCare Health – Melrose Park View Center</i> (Melrose) 60-unit independent living and assisted living facility	

ORGANIZATION	DESCRIPTION AND LOCATION OF OPERATIONS	CENTRA CARE OWNERSHIP STATUS
CentraCare Health System – Long Prairie (“CCH – Long Prairie”) ¹	<p><i>CentraCare Health – Long Prairie Hospital</i> (Long Prairie) 25-licensed bed (14 available) critical access hospital</p> <p><i>CentraCare Health – Long Prairie Meadow Place</i> (Long Prairie) 40-unit independent/assisted living facility</p> <p><i>CentraCare Health – Long Prairie Care Center</i> (Long Prairie) 70-bed skilled nursing facility</p>	Parent Corporation
CentraCare Health System – Sauk Centre (“CCH – Sauk Centre”) ¹	<p><i>CentraCare Health-Sauk Centre Hospital</i> (Sauk Centre) 25-licensed bed (15 available) critical access hospital</p> <p><i>CentraCare Health – Sauk Centre Care Center</i> (Sauk Centre) 60-bed skilled nursing facility</p> <p><i>CentraCare Health – Sauk Centre Lakeshore Estates</i> (Sauk Centre) 30-unit independent/assisted living facility</p>	Parent Corporation
CentraCare Health System – NR, LLC d/b/a CentraCare Health System – Monticello (“CCH – Monticello”) ²	<p><i>CentraCare Health – Monticello Hospital</i> (Monticello) 25-licensed bed (25 available) critical access hospital</p> <p><i>CentraCare Health – Monticello Care Center</i> (Monticello) 89-bed skilled nursing facility</p>	Sole Member
CentraCare Health – Paynesville, LLC (“CCH – Paynesville”) ²	<p><i>CentraCare Health – Paynesville Hospital</i> (Paynesville) 25-licensed bed (25 available) critical access hospital</p> <p><i>CentraCare Health – Paynesville Koronis Manor Care</i> (Paynesville) 53-unit independent living and assisted living facility 51-bed skilled nursing facility</p>	Sole Member
CentraCare Clinic (the “Clinic”) ¹	Multispecialty clinic (multiple locations)	Parent Corporation
Affiliated Community Medical Centers, Ltd. ³ (“ACMC”)	Multispecialty clinic (multiple locations)	Carris Health is Parent Corporation
CentraCare Surgery Center, L.L.C. (“CCSC”) ²	Multi-specialty ambulatory surgery center (St. Cloud)	Sole Member
CentraCare Health Foundation (the “Foundation”) ¹	Promotes health of communities served by the System	Parent Corporation
CentraCare Holdings, Inc. ³	Holds wholly-owned and joint venture interests in for profit entities, including CentraCare Pharmacy	Parent Corporation

ORGANIZATION	DESCRIPTION AND LOCATION OF OPERATIONS	CENTRA CARE OWNERSHIP STATUS
CentraCare Pharmacy Services, LLC (<i>"CentraCare Pharmacy"</i>) ⁴	Retail pharmacy services (multiple locations)	CentraCare Holdings, Inc. is Sole Member
Rice Home Medical, LLC (<i>"Rice Home Medical"</i>) ⁴	Retail medical equipment (multiple locations)	CentraCare Holdings, Inc. is Sole Member
Central Minnesota Health Network, LLC ² (<i>"Central Minnesota Health Network"</i>)	Clinically integrated network organization	Sole Member
Central Minnesota ACO, LLC (MSSP) ² (<i>"Central Minnesota ACO"</i>)	Medicare shared savings program (See "SYSTEM VISION AND STRATEGIC INITIATIVES" herein for more information about this entity.)	Sole Member

¹ Minnesota nonprofit corporation and tax-exempt 501(c)(3) organization.

² Minnesota nonprofit limited liability company and tax-exempt 501(c)(3) organization. Pursuant to Internal Revenue Service regulations, disregarded limited liability company that achieves tax-exempt 501(c)(3) organization status based on tax-exempt 501(c)(3) status of CentraCare.

³ Minnesota for profit corporation.

⁴ Minnesota for profit/taxable limited liability company.

APPENDIX C

The name, address, and telephone number of:

1. The Applicant's legal counsel Tom Mathews, 315 3rd Avenue South, St. Cloud MN 56301 (320) 249-6858
2. The Applicant's accountant (incumbent) Steve Draxler, RSM US LLP, 801 Nicollet Mall, West Tower, 55402, (612) 376-9590
3. The architect of the proposed Project n/a
4. The engineer of the proposed Project n/a
5. The general contractor of the proposed Project n/a

APPENDIX D

n/a (refunding)

1. Present ownership of the proposed Project site and Applicant's interest therein.
2. Present zoning of the Project site and a description of what city land use approvals are needed for this project.
3. The projected number of new employees to be added to the Applicant's permanent work force because of the Project (for Commercial, Industrial or Health Care only).
4. Other financing attempted or available to the Project including any interim financing.
5. Statement regarding whether or not this project has all required city approvals. If the project does not have all of the required approvals, list the approvals still needed and a tentative time schedule.

APPENDIX E

INDEMNIFICATION LETTER OF AGREEMENT

The Mayor of the City of Willmar
and Members of the City Council
City of Willmar
333 SW 6th Street
Willmar, MN 56201

RE: Application of The St. Cloud Hospital / CentraCare Health System for Tax Exempt Revenue Bond Financing by the City of Willmar

Dear Mayor and Members of the City Council:

This letter of agreement is given by The St. Cloud Hospital, a nonprofit corporation under the laws of Minnesota ("Applicant") as required by the City of Willmar, Minnesota in connection with its consideration of an application for tax exempt revenue bond financing for the project described in the application.

Applicant agrees as follows:

1. Applicant agrees to pay or reimburse the City for any and all costs and expenses which the City may incur in connection with its consideration of the project and the granting of tax exempt revenue bond financing therefore, whether or not the project is preliminarily approved by the City, whether or not the project is approved by the State of Minnesota, whether or not revenue bond financing is finally approved by the City, whether or not the bonds are issued and sold, and whether or not the project is carried to completion.
2. Applicant agrees to indemnify and hold the City, its officers, employees and agents harmless against any and all losses, claims, damages, expenses or liabilities, including attorneys fees incurred in their defense, to which the City, its officers, employees and agents may become subject in connection with the City's consideration, issuance or sale of the bonds for Applicant's project and the carrying out of the transactions contemplated by this agreement and any resolutions adopted, or agreements executed by the City in connection with the issuance of its bonds for this project.
3. Applicant hereby releases the City, its officers, agents and employees from any claims, causes of action, losses, damages, or liabilities which it may have against the City, its officers, agents, and employees or which it may incur in connection with: the City's consideration of the application for industrial development revenue bond financing for Applicant's project; the failure of the City, in its discretion, to issue tax-exempt revenue bonds for Applicant's project; the issuance and sale of the bonds; the construction of the project; or any other matter or thing of any type or nature whatsoever which may arise in connection with the foregoing.

4. Applicant is aware of the City's application and administrative fee structure for tax exempt financing and agrees and covenants that all such fees will be paid in the amount and at the times required.

Dated: _____ (Applicant)

By _____

Its _____

APPENDIX F

Proforma Analysis of the Project (n/a)

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF WILLMAR, MINNESOTA

HELD: March 1, 2021

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Willmar, Kandiyohi County, Minnesota, was duly held using a hybrid system of teleconference in accordance with Minnesota Statutes, Section 13D.021 and in person at the Kandiyohi County Health and Human Services Building Board Room in said City on Monday, March 1, 2021, commencing at 7:00 P.M.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION CALLING FOR A PUBLIC HEARING ON
THE ISSUANCE OF CONDUIT REVENUE BONDS AND
AUTHORIZING THE PUBLICATION OF A NOTICE OF HEARING
(CENTRACARE HEALTH SYSTEM)

WHEREAS, Minnesota Statutes, Sections 469.152 through 469.1655, as amended, relating to municipal industrial development (the "Act"), gives municipalities the power to issue revenue obligations for the purpose of promoting the welfare of the state by the provision of necessary health care facilities, so that adequate health care services are available to residents of the state at reasonable cost; and

WHEREAS, the City of Willmar, Minnesota (the "City"), has received from The Saint Cloud Hospital, a Minnesota nonprofit corporation and 501(c)(3) organization (the "Borrower"), as the representative of the obligated group consisting of the Borrower, CentraCare Health System, a Minnesota nonprofit corporation ("CentraCare"); CentraCare Health Services—Melrose, a Minnesota nonprofit corporation; CentraCare Health Services—Long Prairie, a Minnesota nonprofit corporation; CentraCare Health System—Sauk Centre, a Minnesota nonprofit corporation; CentraCare Health—Paynesville, LLC, a Minnesota limited liability company; CentraCare Health System—NR, LLC, a Minnesota limited liability company; Carris Health, LLC, a Minnesota limited liability company ("Carris"); Carris Health—Redwood, LLC, a Minnesota limited liability company and Affiliated Community Medical Centers, Ltd., a Minnesota corporation (collectively, the "Obligated Group") proposal that the City assist in refinancing a Project (as defined in Exhibit A attached hereto), through the issuance of conduit revenue bonds or obligations (in one or more series) (the "Bonds") pursuant to the Act; and

WHEREAS, before proceeding with consideration of the request of the Borrower and the Obligated Group it is necessary for the City to hold a public hearing on the proposal pursuant to the Act:

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

1. A public hearing on the proposal of the Borrower will be held at the time and place set forth in the form of Notice of Public Hearing attached hereto as **Exhibit A** or on a date to be determined by the City Administrator in order to meet publication requirements in accordance with applicable law. The general nature of the Project and an estimate of the aggregate principal amount of revenue bonds or other obligations to be issued to finance the proposal are described in the Notice of Public Hearing.

2. The City Clerk of the City is hereby authorized and directed to cause notice of the hearing to be given one publication in the official newspaper of the City and a newspaper of general circulation available in the City, not less than 14 days nor more than 30 days prior to the date fixed for the hearing, substantially in the form of the attached Notice of Public Hearing.

The motion for the adoption of the foregoing resolution was duly seconded by member _____, and after full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF KANDIYOHI
CITY OF WILLMAR

I, the undersigned, being the duly qualified and acting City Clerk of the City of Willmar, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to calling for a public hearing on the issuance of conduit health care facility revenue bonds.

WITNESS my hand this ____ day of March, 2021.

City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING ON A PROPOSAL FOR ISSUANCE OF HEALTH CARE REVENUE BONDS, SERIES 2021A (CENTRACARE HEALTH SYSTEM)

Notice is hereby given that a public hearing shall be conducted by the City Council of the City of Willmar, Minnesota (the “City”) on Monday, April 5, 2021 at 7:00 P.M. at the Kandiyohi County Health and Human Services Building Board Room located at 2200 23rd Street NE in the City, to consider the proposal for the City’s issuance of conduit revenue bonds in one or more series (the “Bonds”) pursuant to Minnesota Statutes, Sections 469.152 to 469.1655, as amended (the “Act”). The proceeds of the Bonds will be loaned to The Saint Cloud Hospital, a Minnesota nonprofit corporation (the “Borrower”) as the representative of the obligated group consisting of the Borrower, CentraCare Health System, a Minnesota nonprofit corporation (“CentraCare”); CentraCare Health Services—Melrose, a Minnesota nonprofit corporation; CentraCare Health Services—Long Prairie, a Minnesota nonprofit corporation; CentraCare Health System—Sauk Centre, a Minnesota nonprofit corporation; CentraCare Health—Paynesville, LLC, a Minnesota limited liability company; CentraCare Health System—NR, LLC, a Minnesota limited liability company; Carris Health, LLC, a Minnesota limited liability company (“Carris”); Carris Health—Redwood, LLC, a Minnesota limited liability company and Affiliated Community Medical Centers, Ltd., a Minnesota corporation (collectively, the “Obligated Group”), to (i) refinance improvements to the Rice Memorial Hospital, Rice Care Center, Rice Home Medical, and Rice Hospice (collectively, the “Project”), which were previously financed with the proceeds of the General Obligation Hospital Revenue Refunding Bonds, Series 2012A (Rice Memorial Hospital Project) and Hospital Revenue Notes, Series 2013 (Rice Care Center Project), issued by the City, and (ii) pay the costs of issuing the Bonds. The Project is owned by the City and leased to and operated by CentraCare and Carris.

Following the public hearing, the City will consider adopting a resolution approving the issuance of the Bonds to refinance the Project. The aggregate face amount of the Bonds proposed to be issued is presently estimated not to exceed \$35,000,000. The Bonds, if and when issued, will not constitute a charge, lien or encumbrance upon any property of the City except the City’s interest in any revenues to be paid by the Borrower. Such Bonds will be special, limited revenue obligations of the City payable solely from the revenues expressly pledged to the payment thereof, and will not constitute a general or moral obligation of the City, and will not be a charge against the City’s general credit or taxing powers, but will be payable solely from revenues or collateral to be paid or provided by the Borrower pursuant to a revenue agreement, which will be secured by a note granted by the Obligated Group. The facilities financed and refinanced by the Prior Bonds will continue to be owned by the City and leased to Carris and CentraCare in accordance with the terms of an Operating Lease between the City, Carris and CentraCare.

A draft copy of the proposed application to the Commissioner of the Department of Employment and Economic Development, State of Minnesota, for approval of the Project, together with all attachments and exhibits thereto, is available for public inspection during normal business hours, Monday through Friday, at the office of the City Clerk located at 333 SW 6th Street in the City.

The Mayor of the City has determined, due to the emergency declared under Minn. Stat. Chapter 12 by the Governor of Minnesota and the Mayor regarding the COVID-19 health pandemic, that it may not be practical or prudent for the Council to meet in-person or pursuant to Minnesota Statutes, Section

13D.02. In light of the COVID-19 health pandemic, some members of the Council may attend this meeting by telephone or other electronic means.

Members of the public may monitor this meeting via GoToMeeting. A GoToMeeting link and additional information or any changes regarding public participation in this meeting will be posted on our website at https://cms5.revize.com/revize/cityofwillmar/government/mayor_and_city_council/city_council_video.php.

Public comment can be submitted to the City Clerk via email at jthompson@willmarmn.gov. Please refer to the City's website at https://cms5.revize.com/revize/cityofwillmar/government/mayor_and_city_council/city_council_meetings/index.php to obtain a conference call number which will be included with the meeting agenda for members of the public who wish to participate during the meeting.

**SECOND AMENDMENT TO
OPERATING LEASE AGREEMENT**

THIS SECOND AMENDMENT TO OPERATING LEASE AGREEMENT (the “Second Amendment”) is made and entered into this ____ day of _____, 2021, by and among the **CITY OF WILLMAR, MINNESOTA**, a municipal corporation of the State of Minnesota and a home rule charter city of the third class (the “City”), **CENTRACARE HEALTH SYSTEM**, a Minnesota nonprofit corporation (“CentraCare”), and **CARRIS HEALTH, LLC**, a Minnesota nonprofit limited liability company (“Carris” and, together with the City and CentraCare, collectively, the “Parties”).

RECITALS

WHEREAS, the City owns a 136-bed acute care hospital located at 301 Becker Avenue SW in the City, known as Rice Memorial Hospital (the “Hospital”), which has been established pursuant to Minnesota Statutes, Section 447.05, as amended, and is operated under the authority of a board of directors appointed in accordance with Minnesota Statutes, Section 447.07, as amended (the “Rice Board”), along with certain related health care facilities including Rice Care Center, Rice Home Medical, and Rice Hospice (collectively, with the Hospital, the “Rice Facilities”); and

WHEREAS, the City issued its (i) \$40,910,000 General Obligation Hospital Revenue Refunding Bonds, Series 2012A (Rice Memorial Hospital Project) and its (ii) \$9,100,000 Hospital Revenue Notes, Series 2013 (Rice Care Center Project) (collectively, the “Hospital Bonds”), the proceeds of which were used to finance improvements to the Rice Facilities; and

WHEREAS, Carris is a wholly-owned subsidiary of CentraCare, which operates a health care system providing services in multiple locations throughout Central Minnesota, including six acute care hospitals. Carris has been established by CentraCare to, among other things, assume the day-to-day operations of the Rice Facilities and, in connection therewith, to acquire certain operating assets, employees and operations of the Rice Facilities; and

WHEREAS, the City entered into an Affiliation Agreement by and among the City, the Rice Board, Carris and CentraCare, dated December 31, 2017, in order to (i) provide more integrated and effective care to residents of the City and the surrounding area, (ii) more effectively recruit and retain physicians and other health professionals to serve the people in the area, (iii) enhance the competitive position of the Rice Facilities, (iv) strengthen the position of the Hospital as an independent provider of health care in the service area, and (v) provide a source of payment for the obligations of the City under the Hospital Bonds independent of the results of operation of the Rice Facilities; and

WHEREAS, on December 31, 2017, the City, CentraCare and Carris entered into that certain Operating Lease Agreement (the “Original Agreement” and, together with the First Amendment described below and this Second Amendment, the “Lease Agreement”) whereby the City agreed to lease, and transfer the operation of, the Rice Facilities to Carris, and Carris agreed to maintain services at the Rice Facilities, operate the Rice Facilities in a manner consistent with

its charitable purposes and tax-exempt status, and pay a monthly base rent to the City in amounts equal to the principal and interest payments due on the Hospital Bonds; and

WHEREAS, on _____, 2018, the City, CentraCare and Carris entered into that certain First Amendment to Operating Lease, pursuant to which the Parties amended Section 5.11 of the Original Agreement (the “First Amendment”); and

WHEREAS, capitalized terms used in this Second Amendment and not otherwise defined herein have the meanings given to them in the Original Agreement; and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.152 to 469.165, as amended, the City has issued its Health Care Revenue Bonds, Series 2021A (CentraCare Health System) on _____, 2021 (the “Series 2021A Bonds”), to refund the Hospital Bonds; and

WHEREAS, the Hospital Bonds, and all of the obligations of the City thereunder, will be redeemed and paid in full on _____, 2021, with proceeds of the Series 2021A Bonds; and

WHEREAS, because the City’s obligations under the Hospital Bonds have been discharged pursuant to the issuance of the Series 2021A Bonds, the City, CentraCare, and Carris desire to amend the Original Agreement to modify the provisions related to the Hospital Bonds, including without limitation, to reflect that no monthly base rent payments, related to the payment of debt service on the Hospital Bonds, are due and payable by Carris under the Lease Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. The definition of Excluded Liabilities in Section 1.17 of the Original Agreement is amended and restated to read as follows:

“1.17 “Excluded Liabilities” means all of the obligations of the City with respect to any liabilities relating to Rice employees’ pension through the Public Employees Retirement Association of Minnesota.”

2. Section 3.1(a) of the Original Agreement is amended and restated to read as follows:

“(a) Upon the redemption and prepayment in full of the Hospital Bonds on _____, 2021 there shall be no further Base Rent payments due and payable by Carris under this Agreement, and all references to Base Rent, Bond Documents and the Hospital Bonds in this Agreement shall, thereafter, be of no further force or effect.”

3. Section 3.1(c) of the Original Agreement is amended and restated to read as follows:

“(c) All payments due under this Section 3.1 shall be made by check, wire transfer or other mutually agreed upon means of immediately available funds to the City and if sent by wire using the wiring instructions delivered by the City to Carris. Pursuant to a Guarantee Agreement

attached as Exhibit 3.1(e)(the “Guarantee Agreement”), CentraCare shall guarantee Carris’ obligations to make all payments due under this Section 3.1.”

4. Section 4.2 of the Original Agreement is amended and restated to read as follows:

“4.2. Carris will, at its expense, carry such type and amount of insurance concerning the Leased Assets as is required to adequately insure the Leased Assets. Such insurance shall include, without limitation, “all-risk” property insurance, insuring both the City and Carris each as their interests may appear. In addition, Carris will, at its expense, carry comprehensive general liability insurance, worker’s compensation insurance and professional liability insurance, in amounts determined by the Carris Board and consistent with policy limits for CentraCare hospitals of a similar size and nature. Subject to the requirements of Section 3.2, Carris may elect to obtain such insurance as is required by this Section 4.2 by means of policies issued by insurance companies, or, at Carris’ election, partially by means of self-insurance in conjunction with other companies through an insurance trust or other arrangement, or wholly by means of self-insurance. All liability insurance policies maintained pursuant to this Section 4.2 will name the City as an additional insured party. The proceeds of any property insurance on any Leased Asset will be applied as provided in Article VIII of this Agreement.”

5. Sections 1.5, 1.7, 1.36, 3.1(d), 3.1(e) and 9.3 of the Original Agreement shall be deleted in their entirety and deemed intentionally omitted.

6. Notwithstanding Section 11.4(a)(ii) of the Original Agreement, the City shall have no obligation to assume the obligations or liabilities of Carris or CentraCare or any other party under any documents related to the Series 2021A Bonds and the City’s obligations and liabilities thereunder shall remain limited as expressly stated therein notwithstanding any termination of this Lease Agreement.

7. Any capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Original Agreement, as amended by the First Amendment. Any references to the “Agreement” or “this Agreement” in the Original Agreement shall refer to the Original Agreement as amended by the First Amendment and this Second Amendment, and as may be further amended and supplemented.

8. The amendments under this Second Amendment made to the Original Agreement, as amended by the First Amendment, shall be effective as of the date hereof.

9. Except as hereby amended, all other terms and conditions of the Original Agreement, as amended by the First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the City, CentraCare, and Carris have caused this Second Amendment to Operating Lease Agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

CITY OF WILLMAR, MINNESOTA

By _____
Marvin Calvin, Mayor

By _____
Brian Gramentz, City Administrator

STATE OF MINNESOTA)
)
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Marvin Calvin, the Mayor of the City of Willmar, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Brian Gramentz, the City Administrator of the City of Willmar, Minnesota, on behalf of the City.

Notary Public

CENTRACARE HEALTH SYSTEM

By _____
Its _____

STATE OF MINNESOTA)
)
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021,
by _____, the _____ of CentraCare Health System, on behalf of
CentraCare Health System.

Notary Public

CARRIS HEALTH, LLC

By _____
Its _____

STATE OF MINNESOTA)
)
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021,
by _____, the _____ of Carris Health, LLC, on behalf of Carris
Health, LLC.

Notary Public



CITY CLERK

City Office Building
333 SW 6th Street
Box 755
Willmar, Minnesota 56201

PH: 320-235-4913
FAX: 320-235-4917
www.willmarmn.gov

I have been requested to check into the election filing fees charged by other cities. State Statute 205.13 provides the basis for filing fees (see attached).

The standard fees are as follows:

- 1) In first class cities, \$20.00
- 2) In second and third class cities, \$5.00; and
- 3) In fourth class cities and towns, \$2.00

Any city may, by ordinance, adopt a different filing fee not to exceed:

- 1) In first class cities, \$80.00
- 2) In second and third class cities, \$40.00
- 3) In fourth class cities, \$15.00

Home rule charter cities such as Willmar have additional authority – they are not subject to the fee limits in the statute if the fee is set by authority provided in the city charter itself. Note – our charter does not identify a specific fee.

As requested, I have surveyed other home rule charter cities that are similar in size to Willmar for the election filing fees they are charging. They are as follows:

Alexandria - \$2.00	Worthington – \$2.00	Mankato - \$20.00
New Ulm - \$5.00	Montevideo - \$2.00	Brainerd - \$5.00
Albert Lea - \$20.00	Marshall – \$5.00	Rochester – \$50.00
Fergus Falls – no charge	Faribault - \$5.00	Moorhead - \$5.00
Hutchinson - \$20.00	Fairmont - \$5.00	St. Cloud - \$5.00
Owatonna - \$20.00	Detroit Lakes - \$5.00	

The City of Brooklyn Park responded and their charges are – Mayor \$75.00, Council \$25.00

Judy Thompson
City Clerk

Important Changes to Office Operations: COVID-19 Information

**OFFICE OF THE MINNESOTA
SECRETARY OF STATE STEVE SIMON**

CANDIDATE FILING FEES

Candidates for most offices must pay a fee when they file for office. Candidates may also collect signatures on a petition instead of paying the filing fee.

Minnesota Statutory Filing Fees

Office	Filing Fee
President and Vice-President	\$0
U.S. Senator	\$400
U.S. Representative	\$300
Governor, Lt. Governor, Attorney General, State Auditor, Secretary of State	\$300
Judges	\$300
State Senator	\$100
State Representative	\$100
County Office	\$50
Soil and Water Conservation District Supervisor	\$20
Charter City Candidates	varies*
Candidates in Cities of the First Class	\$20-\$80*
Candidates in Cities of the Second and Third Class	\$5-\$40*
Candidates in Cities of the Fourth Class	\$2-\$15*
Township Office	\$2

School Board Member

\$2

*check with the city clerk to confirm filing fee for a particular city


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Office of the Revisor of Statutes

2020 Minnesota Statutes

Authenticate  PDF

205.13 MS 1957 [Repealed, 1959 c 675 art 13 s 1]

205.13 CANDIDATES, FILING.

Subdivision 1. **Affidavit of candidacy.** An individual who is eligible and desires to become a candidate for an office to be voted for at the municipal general election shall file an affidavit of candidacy with the municipal clerk. Candidates for a special election to fill a vacancy held as provided in section 412.02, subdivision 2a, must file an affidavit of candidacy for the specific office to fill the unexpired portion of the term. Subject to the approval of the county auditor, the town clerk may authorize candidates for township offices to file affidavits of candidacy with the county auditor. The affidavit shall be in the same form as that in section 204B.06. The municipal clerk shall also accept an application signed by not less than five voters and filed on behalf of an eligible voter in the municipality whom they desire to be a candidate, if service of a copy of the application has been made on the candidate and proof of service is endorsed on the application being filed. Upon receipt of the proper filing fee, the clerk shall place the name of the candidate on the official ballot without partisan designation.

Subd. 1a. **Filing period.** In a city nominating candidates at a primary, an affidavit of candidacy for a city office voted on in November must be filed no more than 84 days nor less than 70 days before the city primary. In municipalities that do not hold a primary, an affidavit of candidacy must be filed no more than 70 days and not less than 56 days before the municipal general election held in March in any year, or a special election not held in conjunction with another election, and no more than 98 days nor less than 84 days before the municipal general election held in November of any year. The municipal clerk's office must be open for filing from 1:00 p.m. to 5:00 p.m. on the last day of the filing period.

Subd. 1b. **Absent candidates.** A candidate for municipal office who will be absent from the state during the filing period may submit a properly executed affidavit of candidacy, the appropriate filing fee, and any necessary petitions in person to the filing officer. The candidate shall state in writing the reason for being unable to submit the affidavit during the filing period. The affidavit, filing fee, and petitions must be submitted to the filing officer during the seven days immediately preceding the candidate's absence from the state. In cities of the first class, and in any city where the use of nominating petitions is permitted under the city's charter, a nominating petition for a candidate who will be absent from the state during the filing period may be signed during the 14 days immediately preceding the date when the affidavit of candidacy is filed.

Subd. 2. **Notice of filing dates.** At least two weeks before the first day to file affidavits of candidacy, the municipal clerk shall publish a notice stating the first and last dates on which affidavits of candidacy may be filed in the clerk's office and the closing time for filing on the last day for filing. The clerk shall post a similar notice at least ten days before the first day to file affidavits of candidacy. The notice must separately list any office for which affidavits of candidacy may be filed to fill the unexpired portion of a term when a special election is being held to fill a vacancy as provided in section 412.02, subdivision 2a.

§ Subd. 3. **Filing fees.** (a) Except as otherwise provided in this section, the filing fee for a municipal office is as follows:

(1) in first class cities, \$20;

(2) in second and third class cities, \$5; and

(3) in fourth class cities and towns, \$2.

(b) A home rule charter or statutory city may adopt, by ordinance, a filing fee of a different amount not to exceed the following:

(1) in first class cities, \$80;

(2) in second and third class cities, \$40; and

(3) in fourth class cities, \$15.

(c) A home rule charter city that sets filing fees by authority provided in city charter is not subject to the fee limits in this section.

Subd. 4. **Petition in place of fees.** A candidate for municipal office may file a petition in place of the filing fees specified in subdivision 3. The petition shall meet the requirements of section 204B.11, subdivision 2.

Subd. 5. **Nominating petition; cities of the first class.** A nominating petition filed on behalf of a candidate for municipal office in a city of the first class shall be signed by eligible voters who reside in the election district from which the candidate is to be elected. The number of signers shall be at least 500, or two percent of the total number of individuals who voted in the municipality, ward, or other election district at the last preceding municipal general election, whichever is greater.

Subd. 6. **Withdrawal.** A candidate for a municipal elective office may withdraw from the election by filing an affidavit of withdrawal with the municipal clerk no later than 5:00 p.m. two days after the last day for filing affidavits of candidacy. Thereafter, no candidate may file an affidavit of withdrawal.

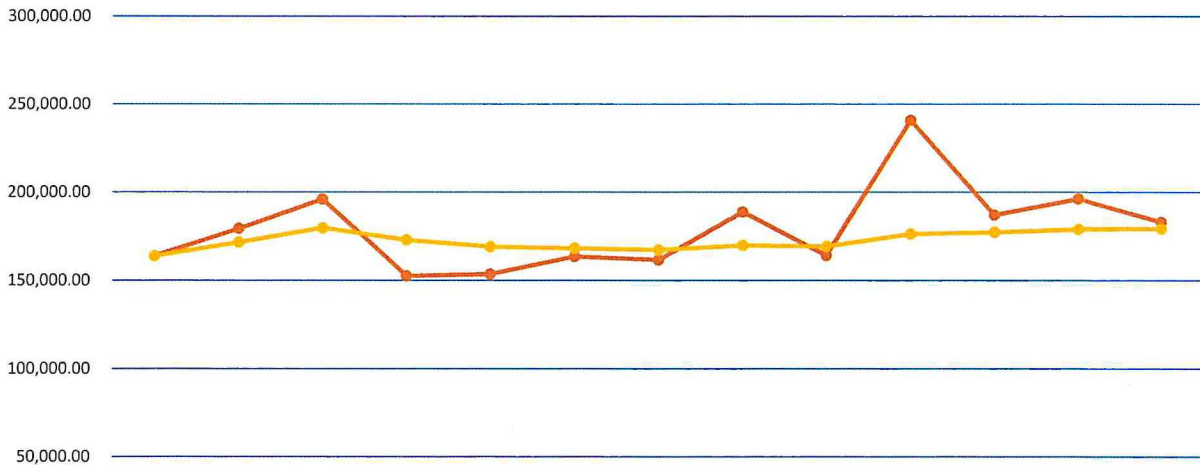
**Local Option Sales/Use Taxes and Excise Taxes
Allocation By Month and Year From Inception To Date
Actuals Received As Of 02/05/2021**

<u>Sales/Use Tax & Excise Tax</u>	<u>Average To Date</u>
Oct 2019	163,786.55 *
Nov	171,633.08
Dec	179,760.14
Jan 2020	172,971.46
Feb	169,101.75
Mar	168,175.91
Apr	167,225.28
May	169,917.11
Jun	169,272.08
Jul	176,434.84
Aug	177,414.95
Sep	178,982.25
Oct	179,298.41
Nov	177,491.38
December	177,591.96

Total Sales/ \$ 2,663,879.35 \$ 2,599,057.14

* Includes \$245.94 in residual revenues occurring after the previous Willmar Tax ended and before the new one started.

**Local Option Sales Tax Revenue Monthly Totals Reconciled By State
October, 2019, thru October, 2020**



	Oct 2019	Nov	Dec	Jan 2020	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Actual Rcvd	163,786.	179,479.	196,014.	152,605.	153,622.	163,546.	161,521.	188,759.	164,111.	240,899.	187,216.	196,222.	183,092.
Ave Rcvd To Date	163,786.	171,633.	179,760.	172,971.	169,101.	168,175.	167,225.	169,917.	169,272.	176,434.	177,414.	178,982.	179,298.

Actual Rcvd Ave Rcvd To Date

2021

COMMUNITY DEVELOPMENT FUND

The Community Development Fund was established in 1975 to account for activities of the Community Development Block Grant Program, which provides communities with financial assistance so they can provide better housing, improve living conditions and encourage economic opportunities primarily for persons of low and moderate income. These grants are forwarded on, and administered through the Kandiyohi County HRA.

The Westwind Estates Townhomes Deferred Note thru March 23, 2040 is shown on the Balance sheet within this Fund for recording purposes only. The original note of \$350,000 will have a projected balance of \$376,250 with accumulated interest at maturity.

In 2019, Grant CDAP-18-0051-O-FY19 was received in the amount of \$ 750,000.

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2020</u>	<u>2021</u>
	<u>Actual</u>	<u>Actual</u>	<u>Mayor Proposed</u>	<u>Adopted</u>	<u>Proposed</u>
Unassigned Bal.	\$ ----	\$ ----	\$ ----	\$ ----	\$ ----
Assigned Bal.	356,806	357,681	358,556	358,556	359,431
Revenues	875	0	3,334,475	3,334,475	875
Expenditures	----	0	3,333,600	3,333,600	0
Prior Adjust.	----	875	----	----	----
Balance-Dec. 31	<u>357,681</u>	<u>358,556</u>	<u>359,431</u>	<u>359,431</u>	<u>360,306</u>

City of Willmar

Financial Report
As of December 31, 2020
#2

Capital Improvement Expenditures As Of December 31, 2020 #2

<u>GENERAL FUND - VEHICLE REPLACEMENT</u>	<u>BUDGET</u>	<u>EXPENDED</u>	<u>BALANCE</u>
POLICE DEPARTMENT			
Squad Car Replacement (3)	\$ 150,000	\$ 147,174.42	\$ 2,825.58
PUBLIC WORKS			
International Truck	220,000	100,740.48	119,259.52
Sand Pro	30,000	29,333.99	666.01
GMC Sierra 3500 (2)	100,000	101,954.50	(1,954.50)
Street Sweeper	300,000	301,313.44	(1,313.44)
	<u>\$ 800,000</u>	<u>\$ 680,516.83</u>	<u>\$ 119,483.17</u>
<u>WASTE TREATMENT - VEHICLE REPLACEMENT</u>			
WASTE TREATMENT			
Kubota Utility Tractor	\$ 60,229	\$ 35,142.28	\$ 25,086.72
Kubota RTV	16,513	18,228.00	(1,715.00)
WASTE TREATMENT - COLLECTIONS			
Dodge Ram Truck	78,000	-	78,000.00
WASTE TREATMENT - BIOSOLIDS			
5500 Gallon Tanker (2)	197,000	-	197,000.00
	<u>\$ 351,742</u>	<u>\$ 53,370.28</u>	<u>\$ 298,371.72</u>
TOTAL CURRENT VEHICLE REPLACEMENT	\$ 1,151,742	\$ 733,887.11	\$ 417,854.89
<u>THE FOLLOWING SHOWS VEHICLE CAPITAL PURCHASES MADE FROM USING PRIOR YEAR'S CIP</u>			
POLICE DEPARTMENT			
Squad Car Replacement (3)	\$ 144,000	\$ 141,314.85	\$ 2,685.15
PUBLIC WORKS			
ProPatch Pothole Trailer	143,325	100,943.90	42,381.10
WASTE TREATMENT			
Under 1-Ton Pickup	56,227	32,789.92	23,437.08
2006 Int'l Tractor (069956)	175,049	86,729.79	88,319.21
TOTAL PRIOR YEAR'S VEHICLE REPLACEMENT	\$ 518,601	\$ 361,778.46	\$ 156,822.54

Capital Improvement Expenditures

As Of December 31, 2020 #2

<u>GENERAL CAPITAL</u>	<u>BUDGET</u>	<u>EXPENDED</u>	<u>BALANCE</u>
CITY HALL			
District Heat Shutdown Remodel	\$ 35,000	\$ 21,738.18	\$ 13,261.82
POLICE DEPARTMENT			
Robot System	18,000	-	18,000.00
FIRE DEPARTMENT			
Turnout Gear Dryer	11,000	-	11,000.00
Garage Floor Refinish	38,000	-	38,000.00
PUBLIC WORKS			
Signal Pole Painting	70,000	56,025.00	13,975.00
Heaters for Shop	50,000	13,995.00	36,005.00
Mechanic A/C	10,000	8,980.00	1,020.00
Outdoor Hockey Boards	15,000	14,130.46	869.54
WRAC 8			
District Heat Shutdown Remodel	15,000	26,420.16	(11,420.16)
AUDITORIUM			
District Heat Shutdown Remodel	50,000	45,931.68	4,068.32
Ext. Door Replacement/ADA Door Req.	15,000	-	15,000.00
Auditorium Improvements	485,000	-	485,000.00
PARK & RECREATION			
Swansson Field - Orange/Elise	315,000	-	315,000.00
Park Equipment	150,000	91,119.30	58,880.70
CIVIC CENTER			
BLA Sound System	20,000	-	20,000.00
AQUATIC CENTER			
Resurface Pool Bottom - Add'l Funds	150,000	43,447.00	106,553.00
Tuck Pointing	30,000	-	30,000.00
TOTAL CURRENT GENERAL CAPITAL IMPROVEMENTS	\$ 1,477,000	\$ 321,786.78	\$ 1,155,213.22
<u>WASTE WATER FUNDED CAPITAL IMPROVEMENTS</u>			
WASTE TREATMENT			
Hwy 12 Basin Sump Pump Inspections	\$ 20,000	\$ -	\$ 20,000.00
Hwy 12 Lift Station Elimination Design	100,000	-	100,000.00
Eagle Lake L.S. 7 Design	150,000	-	150,000.00
Eagle Lake L.S. 8 Design	105,000	-	105,000.00
Eagle Lake L.S. 5 Repl. Pipes/Valves	14,380	-	14,380.00
Eagle Lake L.S. 2 / 9 - New Pumps	38,000	-	38,000.00
Eagle Lake Sump Pump Inspections	24,600	-	24,600.00
Lab Equipment & Dishwasher	50,000	39,659.17	10,340.83
Pressure Washer	-	6,085.00	(6,085.00)
TOTAL CURRENT WASTE TREATMENT IMPROVEMENTS	\$ 501,980	\$ 45,744.17	\$ 456,235.83

Capital Improvement Expenditures As Of December 31, 2020 #2

THE FOLLOWING SHOWS GENERAL FUND CAPITAL PURCHASES MADE FROM USING PRIOR YEAR'S CIP

CAPITAL ALLOCATIONS	<u>BUDGET</u>	<u>EXPENDED</u>	<u>BALANCE</u>
CITY HALL			
Short Term Improvements	\$ 90,000	\$ -	\$ 90,000.00
AIRPORT			
West Taxilane Pavement Rehab.	1,008,255	981,748.87	26,506.13
AUDITORIUM			
ADA Requirements-Elevator/Restroom (\$250,000 Required by Grant)	500,000	61,831.50	438,168.50
PARK & RECREATION			
Robbins Island	1,102,347	1,075,956.67	26,390.33
Sperry Pickleball Court	108,000	81,607.10	26,392.90
Baker Dugout	49,600	47,779.52	1,820.48
CIVIC CENTER			
Refrigeration System	2,450,000	2,378,214.72	71,785.28
Bleacher Replacement	300,000	293,975.00	6,025.00
AQUATIC CENTER			
Resurface Pool Bottom	200,000	200,000.00	-
TOTAL PRIOR YEAR'S GENERAL IMPROVEMENTS	\$ 5,808,202	\$ 5,121,113.38	\$ 687,088.62
WASTE TREATMENT			
Gorton Ave/Armory L.S.	\$ 1,615,000	\$ 1,746,282.81	\$ (131,282.81)
Eagle Lake System Improvements	200,000	79,154.15	120,845.85
TOTAL PRIOR YEAR'S WASTE TREATMENT IMPROV.	\$ 1,815,000	\$ 1,825,436.96	\$ (10,436.96)

General Fund Revenue As Of December 31, 2020 #2

	<u>2019 Actual</u>	<u>2020 Annual Budget</u>	<u>2020 Actual Year-To-Date</u>	<u>% of 2020 Budget</u>
<u>Revenues</u>				
General Property Taxes	\$ 5,439,053.24	\$ 6,126,821.00	\$ 6,017,870.50	98.22%
Licenses and Permits	574,438.36 *	566,527.00	406,188.97	71.70%
Intergovernmental	5,545,075.33 *	5,758,759.00	5,835,079.96 *	101.33%
Service Charges	786,318.07	765,625.00	613,398.74	80.12%
Fines and Forfeits	142,980.21	155,000.00	101,140.49	65.25%
Special Assessments	1,721.12	2,000.00	1,838.86	91.94%
Miscellaneous Revenue	1,286,973.25 *	1,453,058.00	981,482.29	67.55%
Other Financing Sources	2,448,824.79	2,500,579.00	2,457,342.00	98.27%
Total Revenues	\$ 16,225,384.37	\$ 17,328,369.00	\$ 16,414,341.81	94.73%

General Fund Expenditures -General Government- As Of December 31, 2020 #2

<u>Expenditures</u>	<u>2019 Actual</u>		<u>2020 Annual Budget</u>		<u>2020 Actual Year-To-Date</u>	<u>% of 2020 Budget</u>
City Administrator	\$ 313,592.91		\$ 324,709.00		\$ 343,206.03	* 105.70%
Mayor and Council	166,750.25		190,700.00		146,295.75	76.72%
Planning/Development Services	646,275.98	*	647,978.00		648,888.15	* 100.14%
City Clerk	209,421.86	*	228,941.00		225,049.21	98.30%
Assessing	112,325.00		115,750.00		115,701.00	99.96%
Finance Department	452,608.19		575,198.00		491,795.58	85.50%
Legal	323,606.06	*	250,000.00		337,019.99	* 134.81%
City Hall	153,377.33		158,503.00		138,609.56	87.45%
Information Technology	561,189.42		612,131.00		598,977.83	97.85%
Office Services	32,283.18		30,540.00		29,133.66	95.40%
Human Resources	136,735.19		179,075.00		153,314.77	85.61%
Elections	30,763.02		140,745.00		135,355.87	96.17%
Non-Departmental/Gen.Gov't.	524,194.98	*	788,152.00		421,530.72	53.48%
Sub-Total General Gov't.	3,663,123.37	*	4,242,422.00		3,784,878.12	89.22%

General Fund Expenditures (Con't)

–Public Safety and Streets/Highways–

As Of December 31, 2020 #2

<u>Expenditures</u>	<u>2019 Actual</u>	<u>2020 Annual Budget</u>	<u>2020 Actual Year-To-Date</u>	<u>% of 2020 Budget</u>
Police Department	4,802,883.56 *	5,101,889.00	5,207,077.53 *	102.06%
Fire Protection	683,898.97	905,420.00	792,569.91	87.54%
Non-Departmental/Pub.Safety	15,064.07	15,500.00	9,201.25	59.36%
Sub-Total Public Safety	5,501,846.60	6,022,809.00	6,008,848.69	99.77%
Transit System	20,500.00	20,500.00	20,500.00	100.00%
Engineering	484,518.06	715,758.00	737,088.39 *	102.98%
Storm Water	32,765.71	76,850.00	51,284.41	66.73%
Public Works	3,068,357.85	2,958,804.99	2,896,087.16	97.88%
Non-Departmental/Pub.Works	-	1,000.00	-	0.00%
Sub-Total Streets/Highways	3,606,141.62	3,772,912.99	3,704,959.96	98.20%

General Fund Expenditures (Con't)

–Culture/Recreation and Transfers–

As Of December 31, 2020 #2

<u>Expenditures</u>	<u>2019 Actual</u>	<u>2020</u> <u>Annual Budget</u>	<u>2020 Actual</u> <u>Year-To-Date</u>	<u>% of 2020</u> <u>Budget</u>
WRAC	120,077.34 *	137,205.00	113,908.31	83.02%
Library	489,922.00	543,332.00	494,201.13	90.96%
Auditorium	93,929.91	81,751.00	41,491.83	50.75%
Non-Departmental/Culture-Recr.	96,000.00 *	98,000.00	42,607.00	43.48%
Parks & Recreation	579,488.21 *	575,762.00	539,191.54	93.65%
Civic Center	626,740.74	649,863.00	564,572.62	86.88%
Community Center	157,932.76	190,202.00	172,591.02	90.74%
Aquatic Center	208,563.34 *	241,831.00	113,284.23	46.84%
Sub-Total Culture/Recreation	2,372,654.30	2,517,946.00	2,081,847.68	82.68%
Transfers	66,560.00	2,507,943.01	2,492,032.00	99.37%
Total Expenditures	\$ 15,210,325.89	\$ 19,064,033.00	\$ 18,072,566.45	94.80%

* Indicates Over Budget

Waste Treatment Plant Revenues and Expenditures As Of December 31, 2020 #2

	<u>2019 Actual</u>	<u>2020 Annual Budget</u>	<u>2020 Actual Year-To-Date</u>	<u>% of 2020 Budget</u>
<u>Revenues</u>				
Intergovernmental	\$ 121,828.54 *	\$ 72,000.00	\$ 99,405.23 *	138.06%
Service Charges	9,497,907.38	10,226,000.00	10,037,500.57	98.16%
Miscellaneous Revenue	682,510.92 *	258,000.00	199,644.79	77.38%
Other Financing Sources	-	-	-	N/A
Total Revenues	\$ 10,302,246.84	\$ 10,556,000.00	\$ 10,336,550.59	97.92%
<u>Expenditures</u>				
Waste Treatment - Treatment	\$ 8,027,445.18	\$ 10,255,646.00	\$ 5,068,008.20	49.42%
Waste Treatment - Collections	490,115.90	610,518.00	251,314.25	41.16%
Waste Treatment - Biosolids	574,622.42	375,320.00	177,827.77 *	47.38%
Waste Treatment - Eagle Lake	165,692.12 *	64,650.00	43,086.50 *	66.65%
Total Expenditures	\$ 9,257,875.62	\$ 11,306,134.00	\$ 5,540,236.72	49.00%

* Indicates Over Budget

Investment and Cash Balances As Of December 31, 2020

	As Of 12/31/2019		As Of 12/31/2020	
	Percentage of Booked Market Value	Booked Market Value	Percentage of Booked Market Value	Booked Market Value
4M	0.0000%	\$ -	28.7020%	\$ 15,014,706.40
Bremer Bank	25.2724%	\$ 13,122,818.74	17.5171%	\$ 9,163,601.08
Bremer Wealth Mgmt	13.9603%	\$ 7,248,988.14	12.4121%	\$ 6,493,077.55
Multi-Bank Securities	19.1731%	\$ 9,955,766.11	0.9513%	\$ 497,668.50
UBS Financial Services	13.9208%	\$ 7,228,469.22	5.7377%	\$ 3,001,542.96
Wells Fargo	13.4007%	\$ 6,958,408.63	0.0000%	\$ -
Wells Fargo Advisors	14.2726%	\$ 7,411,136.60	34.6797%	\$ 18,141,804.35
Total Investments	100.0000%	\$ 51,925,587.44	100.0000%	\$ 52,312,400.84
Heritage Bank	Cash	\$ 6,527,160.62	Cash	\$ 5,794,800.00
Bremer Wealth Mgmt	Cash	\$ 652,856.31	Cash	\$ 1,046,795.81
Total Investments & Cash		\$ 59,105,604.37		\$ 59,153,996.65

Questions?

Investment/Cash Balances As Of December 31, 2020

(01/15/2021)

	Investment Balance	Bremer Wealth Cash Balance	Heritage Bank Cash Balance	Totals	Totals By Fund Type
101 General	\$ 7,932,187.17	\$ 1,012,092.58	\$ 1,857,397.92	\$ 10,801,677.67	\$ 10,809,139.96
101 General - Employees FSA	-	-	7,462.29	7,462.29	
201 Park Dedication Fund	-	-	10,371.24	10,371.24	
205 Industrial Development	1,787,755.10	1,400.97	1,172.35	1,790,328.42	*
208 Conv. & Visitor's	274,969.31	205.90	7,193.43	282,368.64	*
219 Coronavirus Relief Fund	-	-	(1,238.60)	(1,238.60)	
220 Local Option Sales Tax Special Rev.	872,115.36	1,125.71	56,700.48	929,941.55	*
230 Willmar Municipal Airport	193,366.63	142.91	680.14	194,189.68	*
235 Willmar Main Street	-	-	3,583.30	3,583.30	*
236 Bike Share Program	-	-	7,884.32	7,884.32	*
295 Community Investment	10,757,679.41	8,459.48	15,213.24	10,781,352.13	10,781,352.13
296 Public Works Reserve	-	167.34	39,421.69	39,589.03	* | 3,257,017.58
300 D.S. - 2020 Bond	256,835.61	104.36	502.49	257,442.46	
309 D.S. - 2009 Bond	413,154.35	319.49	271.62	413,745.46	
310 D.S. - 2010 Bond	203,666.28	116.81	840.21	204,623.30	
311 D.S. - 2011 Bond	677,017.76	464.97	1,096.61	678,579.34	
312 D.S. - 2012 Bond	419,712.28	278.11	951.09	420,941.48	
313 D.S. - 2013 Bond	1,257,512.80	914.27	535.34	1,258,962.41	
314 D.S. - 2014 Bond	309,269.21	200.80	92.31	309,562.32	
315 D.S. - 2015 Bond	544,096.62	350.86	907.36	545,354.84	
316 D.S. - 2016 Bond	815,918.82	575.59	970.13	817,464.54	
318 D.S. - 2018 Bond	151,902.72	177.88	892.44	152,973.04	
319 D.S. - 2019 Bond	820,809.94	562.35	935.26	822,307.55	
330 D.S. - 2004C Airport Bond	-	-	181,463.75	181,463.75	
338 D.S. - R22 Refrigeration 2018A	-	-	(50,437.41)	(50,437.41)	6,641,674.56
350 Hospital Debt Service	6,502,122.58	4,801.63	5,520.43	6,512,444.64	6,512,444.64
369 Tax Increment Projects	-	-	130,982.46	130,982.46	110,022.46
373 Tax Increment Project - JH LLC	-	-	(5,607.50)	(5,607.50)	
374 Tax Increment Project - GM Develop.	-	-	(7,492.50)	(7,492.50)	
375 Tax Increment Project - Legacy on 1st	-	-	(7,860.00)	(7,860.00)	
376 Tax Increment Project - 15th Str Flats	-	-	-	-	
397 D.S. - 2017 Bond	627,358.81	446.18	886.49	628,691.48	
400 S.A.B.F. - 2020	-	582.98	183,436.09	184,019.07	
414 S.A.B.F. - 2014	-	-	(15,446.18)	(15,446.18)	
417 C.P. - Surface Water	-	-	-	-	
418 S.A.B.F. - 2018	-	-	(24,475.29)	(24,475.29)	
419 S.A.B.F. - 2019	1,648,295.31	1,416.22	298.01	1,650,009.54	
420 Local Option Sales Tax Capital Projects	-	-	(55,866.84)	(55,866.84)	
430 C.P. Airport Development	-	-	(727,285.16)	(727,285.16)	
432 C.P. - Waste Treatment	-	-	(161,664.53)	(161,664.53)	E
438 C.P. - R22 Refrigeration 2018A	-	-	366,546.83	366,546.83	
450 C.P. - Capital Improvement Fund	-	28.08	2,053,973.50	2,054,001.58	3,400,184.15
454 Destination Playground	-	-	(82,672.68)	(82,672.68)	
456 Curling Facility	-	-	69,825.00	69,825.00	
497 S.A.B.F. - 2017	-	-	(18,471.72)	(18,471.72)	
651 W.T.P.	15,814,598.99	11,835.99	1,834,017.89	17,660,452.87	E | 17,499,220.22
651 W.T.P. - Employees FSA	-	-	431.88	431.88	E
800 Law Enforcement Forfeiture	-	-	43,315.20	43,315.20	
801 Law Enforcement Human Trafficking	-	-	990.00	990.00	
802 Law Enforcement Explorer Fund	-	-	14,469.49	14,469.49	
803 Law Enforcement CERT Fund	-	-	10,438.73	10,438.73	
804 Fire Dept Explorer Fund	-	-	7,515.38	7,515.38	
811 Trust & Agency	32,055.78	24.35	982.97	33,063.10	142,940.95
812 Fire Insurance Escrow Trust	-	-	-	-	
816 Bioscience Grant	-	-	-	-	
899 Donation Fund	-	-	33,149.05	33,149.05	
Total	\$ 52,312,400.84	\$ 1,046,795.81	\$ 5,794,800.00	\$ 59,153,996.65	\$ 59,153,996.65

CASH/INVESTMENT PORTFOLIO AS OF DECEMBER 31, 2020

	<u>BANK</u>	<u>SECURITY TYPE</u>	<u>SETTLEMENT DATE</u>	<u>MATURITY DATE</u>	<u>INTEREST RATE</u>	<u>PAR VALUE</u>	<u>MARKET VALUE</u>
1	Bremer Bank	MM	09/28/2018	N/A	0.020%	\$ 9,163,601.08	\$ 9,163,601.08
2	4M	MM	01/31/2020	N/A	0.020%	12,005,195.54	12,005,195.54
3	4M	MM	01/31/2020	N/A	0.050%	3,009,510.86	3,009,510.86
4	UBS	MM	05/05/2020	N/A	0.040%	3,001,542.96	3,001,542.96
5	Wells Fargo Adv	CD	04/17/2020	01/19/2021	1.050%	245,000.00	245,127.40
6	Bremer Wealth	TB	03/27/2020	02/01/2021	5.000%	400,000.00 *	401,360.00
7	Bremer Wealth	TB	11/06/2019	04/01/2021	2.132%	150,000.00 *	150,688.50
8	Wells Fargo Adv	CD	04/16/2020	04/16/2021	1.150%	245,000.00	245,796.25
9	Wells Fargo Adv	CD	04/16/2020	04/16/2021	1.150%	245,000.00	245,796.25
10	Wells Fargo Adv	CD	04/17/2020	04/16/2021	1.150%	245,000.00	245,796.25
11	Wells Fargo Adv	CD	04/17/2020	04/16/2021	1.100%	245,000.00	245,759.50
12	Wells Fargo Adv	CD	04/21/2020	04/20/2021	1.150%	245,000.00	245,825.65
13	Wells Fargo Adv	CD	04/20/2020	04/20/2021	1.150%	200,000.00	200,354.00
14	Wells Fargo Adv	CD	04/21/2020	04/21/2021	1.150%	245,000.00	245,833.00
15	Wells Fargo Adv	CD	04/21/2020	04/21/2021	1.200%	245,000.00	245,872.20
16	Bremer Wealth	TB	12/04/2019	07/01/2021	2.638%	495,000.00 *	500,727.15
17	Bremer Wealth	TB	11/06/2019	08/01/2021	1.505%	175,000.00 *	176,293.25
18	Bremer Wealth	TB	11/06/2019	08/15/2021	2.000%	200,000.00 *	202,130.00
19	Bremer Wealth	FHLB	10/13/2020	10/12/2021	3.000%	500,000.00	511,090.00
20	Bremer Wealth	FFCB	10/28/2019	12/28/2021	1.600%	500,000.00 *	507,399.95
21	Bremer Wealth	TB	11/01/2019	03/01/2022	2.768%	400,000.00 *	411,112.00
22	Multi-Bank Sec	CD	03/27/2020	03/31/2022	1.200%	245,000.00	248,464.30
23	Wells Fargo Adv	CD	05/29/2020	05/27/2022	0.300%	245,000.00	245,774.20
24	Wells Fargo Adv	FHLMC	06/30/2020	06/30/2022	0.300%	4,000,000.00	4,000,440.00
25	Bremer Wealth	TB	11/13/2019	07/01/2022	4.000%	105,000.00 *	110,974.50
26	Bremer Wealth	FHLMC	08/11/2020	08/11/2022	0.220%	650,000.00	649,967.50
27	Wells Fargo Adv	FHLMC	05/19/2020	08/19/2022	0.310%	750,000.00	750,180.00
28	Wells Fargo Adv	FHLMC	05/26/2020	08/26/2022	0.300%	1,500,000.00	1,500,405.00
29	Bremer Wealth	TB	11/08/2019	10/01/2022	3.000%	500,000.00 *	520,240.00
30	Bremer Wealth	FFCB	10/13/2020	10/13/2022	0.190%	500,000.00	499,824.32
31	Wells Fargo Adv	FHLMC	07/20/2020	10/20/2022	0.320%	1,000,000.00	1,000,820.00
32	Bremer Wealth	TB	11/01/2019	12/01/2022	2.100%	100,000.00 *	103,113.00
33	Bremer Wealth	TB	04/01/2020	12/01/2022	3.000%	550,000.00	569,156.50
34	Wells Fargo Adv	FHLMC	08/03/2020	02/03/2023	0.325%	2,245,000.00	2,242,732.55
35	Multi-Bank Sec	CD	03/19/2020	03/13/2023	0.900%	245,000.00 *	249,204.20
36	Bremer Wealth	FNMA	08/25/2020	08/25/2023	0.320%	500,000.00	499,841.50
37	Wells Fargo Adv	FHLB	09/01/2020	09/01/2023	0.320%	2,000,000.00	1,999,980.00
38	Bremer Wealth	FFCB	10/13/2020	10/05/2023	0.270%	250,000.00	250,002.55
39	Wells Fargo Adv	FHMA	10/27/2020	10/27/2023	0.300%	1,000,000.00	1,000,000.00
40	Wells Fargo Adv	FHLMC	11/24/2020	11/24/2023	0.320%	1,000,000.00	1,000,060.00
41	Wells Fargo Adv	FFCB	11/30/2020	11/30/2023	0.310%	1,500,000.00	1,499,865.00
42	Wells Fargo Adv	CD	12/18/2020	12/18/2023	0.350%	245,000.00	245,164.15
43	Bremer Wealth	TB	04/16/2020	04/01/2024	5.000%	200,000.00	229,556.00
44	Bremer Wealth	FFCB	09/25/2020	09/24/2024	0.360%	200,000.00	199,600.83
45	Wells Fargo Adv	CD	11/25/2020	11/25/2024	0.300%	245,000.00	244,892.20
46	Wells Fargo Adv	CD	11/13/2020	11/13/2025	0.400-1.000%	245,000.00	245,330.75

TOTAL INVESTMENT \$ 52,179,850.44 \$ 52,312,400.84

Heritage Bank	Flex Gold Ckg	None	0.130%	30,160.66	30,160.66
Heritage Bank	Commercial Ckg	None	0.040%	5,691,445.10	5,691,445.10
Heritage Bank	Employee FSA Ckg	None	0.000%	7,894.17	7,894.17
Heritage Bank	Police Forfeiture Ckg	None	4.000%	43,315.20	43,315.20
Heritage Bank	Police Explorer Ckg	None	0.000%	14,469.49	14,469.49
Heritage Bank	Fire Dpt Explorer Ckg	None	0.000%	7,515.38	7,515.38
Bremer Wealth	Money Market	None	0.070%	1,046,795.81	1,046,795.81

TOTAL PORTFOLIO FOR DECEMBER 31, 2020 \$ 59,021,446.25 \$ 59,153,996.65

* Par Value is not equal to Purchase Amount

USTN: US Treasury Note
TB: Taxable Bond

Total Net Market Value Decrease During Quarter Ended December 31, 2020 \$ (37,881.25)

Investment Activity 01/01/20 through 12/31/20

Date	Company	Investment ID	Amount Called	Amount Matured	Amount Purchased	Current Interest Rate	Redeemed Market Value Incr/(Decr)	Quarterly Market Value Incr/(Decr)	Redeemed Capital Gain/(Loss)
01/24/20	Multi-Bank Securities	FFCB-3133ELJT2	\$ -	\$ -	\$ 2,000,000.00	1.940%	\$ -	\$ -	\$ -
01/28/20	UBS	FHLB-3130A7UE3	\$ 3,000,000.00	\$ -	\$ -	2.000%	\$ 28,320.00	\$ -	\$ -
01/28/20	Wells Fargo Advisors	FHLMC-3134G9CK1	\$ 2,000,000.00	\$ -	\$ -	2.000%	\$ 4,240.00	\$ -	\$ -
01/29/20	UBS	FHLB-3130A7UX1	\$ 214,285.71	\$ -	\$ -	2.620%	\$ 1,223.29	\$ -	\$ -
01/30/20	Wells Fargo Advisors	FHLMC-3134GU5Y2	\$ -	\$ -	\$ 2,000,000.00	1.800%	\$ -	\$ -	\$ -
01/30/20	UBS	Temporary Money Mrkt	\$ -	\$ -	\$ 3,000,000.00		\$ -	\$ -	\$ -
01/30/20	Bremer Bank	Money Market	\$ 6,000,000.00	\$ -	\$ -		\$ -	\$ -	\$ -
01/31/20	4M	Money Market	\$ -	\$ -	\$ 3,000,000.00	1.440%	\$ -	\$ -	\$ -
01/31/20	Bremer Bank	Money Mrkt Int	\$ -	\$ -	\$ 15,143.31		\$ -	\$ -	\$ -
02/04/20	UBS	FFCB-3133ELLA0	\$ -	\$ -	\$ 3,000,000.00	2.130%	\$ -	\$ -	\$ -
02/04/20	UBS	Temporary Money Mrkt	\$ 3,000,000.00	\$ -	\$ -		\$ -	\$ -	\$ -
02/10/20	Multi-Bank Securities	FHLB-3130A9SE2	\$ 2,000,000.00	\$ -	\$ -	2.000%	\$ 21,140.00	\$ -	\$ -
02/11/20	Multi-Bank Securities	FFCB-3133ELMQ4	\$ -	\$ -	\$ 2,000,000.00	2.040%	\$ -	\$ -	\$ -
02/14/20	Wells Fargo Advisors	FHLB-3130A8GU1	\$ 1,000,000.00	\$ -	\$ -	2.500%	\$ 10,152.15	\$ -	\$ -
02/14/20	Wells Fargo Advisors	Temporary Money Mrkt	\$ -	\$ -	\$ 1,000,000.00		\$ -	\$ -	\$ -
02/20/20	Wells Fargo Advisors	FHLB-3130A8VP5	\$ 2,000,000.00	\$ -	\$ -	2.000%	\$ 3,469.20	\$ -	\$ -
02/27/20	Wells Fargo Advisors	Temporary Money Mrkt	\$ 1,000,000.00	\$ -	\$ -		\$ -	\$ -	\$ -
02/27/20	Wells Fargo Advisors	FHLB-3130AJ6X2	\$ -	\$ -	\$ 1,000,000.00	1.875%	\$ -	\$ -	\$ -
02/27/20	Wells Fargo Advisors	FHLMC-3134GVDU9	\$ -	\$ -	\$ 2,000,000.00	1.700%	\$ -	\$ -	\$ -
02/28/20	Bremer Bank	Money Mrkt Int	\$ -	\$ -	\$ 7,716.82		\$ -	\$ -	\$ -
03/11/20	UBS	FFCB-3133EGQH1	\$ 1,000,000.00	\$ -	\$ -	2.140%	\$ 19,610.00	\$ -	\$ -
03/11/20	UBS	Temporary Money Mrkt	\$ -	\$ -	\$ 1,000,000.00		\$ -	\$ -	\$ -
03/13/20	Multi-Bank Securities	FHLB-3130AHLD3	\$ 1,000,000.00	\$ -	\$ -	1.800%	\$ 690.00	\$ -	\$ -
03/17/20	UBS	FHLB-3130A9HL8	\$ 1,080,000.00	\$ -	\$ -	2.170%	\$ 4,363.20	\$ -	\$ -
03/17/20	UBS	Temporary Money Mrkt	\$ -	\$ -	\$ 1,080,000.00		\$ -	\$ -	\$ -
03/18/20	UBS	FHLB-3130A94L2	\$ 2,000,000.00	\$ -	\$ -	2.125%	\$ 12,300.00	\$ -	\$ -
03/18/20	UBS	Temporary Money Mrkt	\$ -	\$ -	\$ 2,000,000.00	93.000%	\$ -	\$ -	\$ -
03/19/20	Multi-Bank Securities	CD-02007GMY6	\$ -	\$ -	\$ 241,018.75	0.900%	\$ -	\$ -	\$ -
03/27/20	Multi-Bank Securities	CD-084601WX7	\$ -	\$ -	\$ 245,000.00	1.200%	\$ -	\$ -	\$ -
03/30/20	Multi-Bank Securities	FHLMC-3134G9ZK6	\$ 2,000,000.00	\$ -	\$ -	2.000%	\$ 5,920.00	\$ -	\$ -
03/30/20	Multi-Bank Securities	FFCB-3133ELTM6	\$ -	\$ -	\$ 2,000,000.00	0.830%	\$ -	\$ -	\$ -
03/31/20	Bremer Bank	Money Mrkt Int	\$ -	\$ -	\$ 5,444.42	0.670%	\$ -	\$ -	\$ -
Bremer Wealth Management Activity:									
01/03/20	Bremer Wealth Mgmt	FFCB-3133ELFY5	\$ -	\$ -	\$ 500,000.00	1.680%	\$ -	\$ -	\$ -
02/18/20	Bremer Wealth Mgmt	USTN-912828W22	\$ -	\$ 500,000.00	\$ -	1.375%	\$ -	\$ -	\$ -
02/18/20	Bremer Wealth Mgmt	USTN-912828W22	\$ -	\$ 500,000.00	\$ -	1.375%	\$ 468.75	\$ -	\$ -
02/25/20	Bremer Wealth Mgmt	USTN-912796XC8	\$ -	\$ -	\$ 149,824.34	0.000%	\$ -	\$ -	\$ -
03/03/20	Bremer Wealth Mgmt	FFCB-3133EK5V4	\$ 500,000.00	\$ -	\$ -	1.840%	\$ 237.94	\$ -	\$ -
03/16/20	Bremer Wealth Mgmt	FFCB-3133EK6Y7	\$ 500,000.00	\$ -	\$ -	1.670%	\$ 159.54	\$ -	\$ -
03/20/20	Bremer Wealth Mgmt	FFCB-3133ELUS1	\$ -	\$ -	\$ 500,000.00	1.000%	\$ -	\$ -	\$ -
03/20/20	Bremer Wealth Mgmt	FFCB-3133ELUU6	\$ -	\$ -	\$ 500,000.00	1.100%	\$ -	\$ -	\$ -
03/24/20	Bremer Wealth Mgmt	USTN-912796XC8	\$ -	\$ 150,000.00	\$ -	0.000%	\$ -	\$ -	\$ 175.66
03/27/20	Bremer Wealth Mgmt	TB-819190TG4	\$ -	\$ -	\$ 412,220.00	5.000%	\$ -	\$ -	\$ -
03/31/20	Quarterly Market Value Adjustment		\$ -	\$ -	\$ -		\$ -	\$ 124,764.28	\$ -
04/01/20	Bremer Wealth Mgmt	TB-735456GF6	\$ -	\$ -	\$ 567,468.00	3.000%	\$ -	\$ -	\$ -
04/13/20	Wells Fargo Advisors	FFCB-3133EGKX2	\$ 2,000,000.00	\$ -	\$ -	1.750%	\$ (180.00)	\$ -	\$ -
04/14/20	Wells Fargo Advisors	FHLB-3130A8X57	\$ 1,000,000.00	\$ -	\$ -	2.100%	\$ (150.00)	\$ -	\$ -
04/14/20	Multi-Bank Securities	CD-40434AZ85	\$ 247,000.00	\$ -	\$ -	2.000%	\$ (79.04)	\$ -	\$ -
04/16/20	Wells Fargo Advisors	CD-31677XG1	\$ -	\$ -	\$ 245,000.00	1.150%	\$ -	\$ -	\$ -

04/16/20	Wells Fargo Advisors	CD-919853GB1	\$ -	\$ -	\$ 245,000.00	1.150%	\$ -	\$ -	\$ -
04/16/20	Multi-Bank Securities	FFCB-3133ELFE9	\$ 4,000,000.00	\$ -	\$ -	1.950%	\$ (600.00)	\$ -	\$ -
04/16/20	UBS	Money Market	\$ 4,080,000.00	\$ -	\$ -	0.020%	\$ -	\$ -	\$ -
04/16/20	4M	Money Market	\$ -	\$ -	\$ 8,000,000.00	1.270%	\$ -	\$ -	\$ -
04/16/20	Bremer Wealth Mgmt	TB-436308HF0	\$ -	\$ -	\$ 229,858.00	5.000%	\$ -	\$ -	\$ -
04/17/20	Wells Fargo Advisors	CD-947547LZ6	\$ -	\$ -	\$ 245,000.00	1.350%	\$ -	\$ -	\$ -
04/17/20	Wells Fargo Advisors	CD-940637MH1	\$ -	\$ -	\$ 245,000.00	1.150%	\$ -	\$ -	\$ -
04/17/20	Wells Fargo Advisors	CD-149159QC2	\$ -	\$ -	\$ 245,000.00	1.100%	\$ -	\$ -	\$ -
04/17/20	Wells Fargo Advisors	CD-67523TAD5	\$ -	\$ -	\$ 245,000.00	1.050%	\$ -	\$ -	\$ -
04/17/20	4M	Money Market	\$ -	\$ -	\$ 112.83	1.270%	\$ -	\$ -	\$ -
04/17/20	4M	Money Market	\$ -	\$ -	\$ 3,332.26	1.270%	\$ -	\$ -	\$ -
04/17/20	4M	Money Market	\$ -	\$ -	\$ 3,230.48	1.270%	\$ -	\$ -	\$ -
04/20/20	Wells Fargo Advisors	CD-99000QPK4	\$ -	\$ -	\$ 200,000.00	1.150%	\$ -	\$ -	\$ -
04/21/20	Wells Fargo Advisors	CD-89788HAU7	\$ -	\$ -	\$ 245,000.00	1.150%	\$ -	\$ -	\$ -
04/21/20	Wells Fargo Advisors	CD-72345SKM2	\$ -	\$ -	\$ 245,000.00	1.150%	\$ -	\$ -	\$ -
04/21/20	Wells Fargo Advisors	CD-856285TD3	\$ -	\$ -	\$ 245,000.00	1.200%	\$ -	\$ -	\$ -
04/22/20	Wells Fargo Advisors	CD-33742CBC0	\$ -	\$ -	\$ 245,000.00	1.200%	\$ -	\$ -	\$ -
04/22/20	Wells Fargo Advisors	CD-38149MTB9	\$ -	\$ -	\$ 148,000.00	1.400%	\$ -	\$ -	\$ -
04/23/20	Multi-Bank Securities	FFCB-3133ELJT2	\$ 2,000,000.00	\$ -	\$ -	1.940%	\$ (1,060.00)	\$ -	\$ -
04/23/20	Bremer Bank	Money Market	\$ -	\$ -	\$ 2,000,000.00	0.600%	\$ -	\$ -	\$ -
04/27/20	Wells Fargo Advisors	FHLMC-3134G9T64	\$ 1,455,000.00	\$ -	\$ -	2.000%	\$ (1,294.95)	\$ -	\$ -
04/27/20	Wells Fargo Advisors	CD-05581W7A7	\$ -	\$ -	\$ 245,000.00	1.250%	\$ -	\$ -	\$ -
04/27/20	Wells Fargo Advisors	CD-23204HJE9	\$ -	\$ -	\$ 245,000.00	0.450%	\$ -	\$ -	\$ -
04/28/20	Bremer Wealth Mgmt	FHLMC-3134GUMU1	\$ 500,000.00	\$ -	\$ -	1.900%	\$ (495.80)	\$ -	\$ -
04/30/20	Bremer Bank	Money Mrkt Int	\$ -	\$ -	\$ 3,918.93	0.400%	\$ -	\$ -	\$ -
05/04/20	UBS	FFCB-3133ELLA0	\$ 3,000,000.00	\$ -	\$ -	2.130%	\$ (1,110.00)	\$ -	\$ -
05/05/20	UBS	Money Market	\$ -	\$ -	\$ 3,000,000.00	0.640%	\$ -	\$ -	\$ -
05/11/20	Multi-Bank Securities	FFCB-3133ELMQ4	\$ 2,000,000.00	\$ -	\$ -	2.040%	\$ (2,140.00)	\$ -	\$ -
05/11/20	4M	Money Market	\$ -	\$ -	\$ 4,000,000.00	0.400%	\$ -	\$ -	\$ -
05/18/20	Multi-Bank Securities	CD-828373HM5	\$ 245,000.00	\$ -	\$ -	2.050%	\$ (105.35)	\$ -	\$ -
05/20/20	Multi-Bank Securities	CD-48128L8R3	\$ -	\$ -	\$ 245,000.00	1.250%	\$ -	\$ -	\$ -
05/26/20	Wells Fargo Advisors	FHLB-3130A8VS9	\$ 1,000,000.00	\$ -	\$ -	1.750%	\$ (1,330.00)	\$ -	\$ -
05/26/20	Wells Fargo Advisors	FHLMC-3134GVXA1	\$ -	\$ -	\$ 750,000.00	0.310%	\$ -	\$ -	\$ -
05/27/20	Wells Fargo Advisors	FHLB-3130AJX2	\$ 1,000,000.00	\$ -	\$ -	1.875%	\$ (210.00)	\$ -	\$ -
05/27/20	Wells Fargo Advisors	FHLMC-3134GVDU9	\$ 2,000,000.00	\$ -	\$ -	1.700%	\$ (2,600.00)	\$ -	\$ -
05/28/20	Wells Fargo Advisors	FHLMC-3134GVYZ5	\$ -	\$ -	\$ 1,500,000.00	0.300%	\$ -	\$ -	\$ -
05/29/20	Wells Fargo Advisors	CD-59013KHX7	\$ -	\$ -	\$ 245,000.00	0.300%	\$ -	\$ -	\$ -
05/29/20	Wells Fargo Advisors	Money Market	\$ -	\$ -	\$ 5,000.00		\$ -	\$ -	\$ -
05/29/20	4M	Money Market	\$ -	\$ -	\$ 3,071.21	0.220%	\$ -	\$ -	\$ -
05/29/20	Wells Fargo Advisors	Money Market	\$ 5,000.00	\$ -	\$ -	0.220%	\$ -	\$ -	\$ -
05/29/20	Bremer Wealth Mgmt	TB-54465AFP2	\$ -	\$ -	\$ 451,458.00	2.994%	\$ -	\$ -	\$ -
05/31/20	Bremer Bank	Money Mrkt Int	\$ -	\$ -	\$ 2,673.77	0.220%	\$ -	\$ -	\$ -
06/01/20	Wells Fargo Advisors	FHLMC-3134GVZW1	\$ -	\$ -	\$ 1,500,000.00	0.375%	\$ -	\$ -	\$ -
06/30/20	Wells Fargo Advisors	FHLB-3130A9EG2	\$ 2,000,000.00	\$ -	\$ -	1.750%	\$ (800.00)	\$ -	\$ -
06/30/20	Wells Fargo Advisors	FHLMC-3134GV2M9	\$ -	\$ -	\$ 4,000,000.00	0.300%	\$ -	\$ -	\$ -
06/30/20	4M	Money Market	\$ -	\$ -	\$ 2,000,000.00	0.030%	\$ -	\$ -	\$ -
06/30/20	4M	Money Market	\$ -	\$ -	\$ 2,384.90	0.210%	\$ -	\$ -	\$ -
06/30/20	4M	Money Market	\$ -	\$ -	\$ 548.39	0.030%	\$ -	\$ -	\$ -
06/30/20	Bremer Wealth Mgmt	FFCB-3133ELFY5	\$ 500,000.00	\$ -	\$ -	1.680%	\$ (1,039.50)	\$ -	\$ -
06/30/20	Bremer Bank	Money Mrkt Int	\$ -	\$ -	\$ 1,510.41	0.180%	\$ -	\$ -	\$ -
06/30/20	UBS	Money Mrkt Int	\$ -	\$ -	\$ 1,196.14	0.250%	\$ -	\$ -	\$ -
06/30/20	Multi-Bank Securities	FFCB-3133ELTM6	\$ 2,000,000.00	\$ -	\$ -	0.830%	\$ 540.00	\$ -	\$ -
06/30/20	Multi-Bank Securities	Money Market	\$ -	\$ -	\$ 2,000,000.00		\$ -	\$ -	\$ -
06/30/20	Quarterly Market Value Adjustment		\$ -	\$ -	\$ -		\$ -	\$ 35,488.23	\$ -
07/20/20	Wells Fargo Advisors	CD-947547LZ6	\$ 245,000.00	\$ -	\$ -	1.350%	\$ (142.10)	\$ -	\$ -
07/20/20	Wells Fargo Advisors	FHLMC-3134GV6H6	\$ -	\$ -	\$ 1,000,000.00	0.320%	\$ -	\$ -	\$ -

07/20/20	Bremer Wealth Mgmt	CD-36161TS30	\$ -	\$ 97,000.00	\$ -	2.200%	\$ (114.46)	\$ -	\$ -
07/30/20	Wells Fargo Advisors	CD-23204HJE9	\$ -	\$ 245,000.00	\$ -	0.450%	\$ (66.15)	\$ -	\$ -
07/30/20	Wells Fargo Advisors	FHLMC-3134GU5Y2	\$ 2,000,000.00	\$ -	\$ -	1.800%	\$ (1,920.00)	\$ -	\$ -
07/30/20	Wells Fargo Advisors	Money Market	\$ -	\$ -	\$ 2,245,000.00		\$ -	\$ -	\$ -
08/13/20	4M	Money Market Int	\$ -	\$ -	\$ 365.65	0.020%	\$ -	\$ -	\$ -
08/13/20	Bremer Bank	Money Market Int	\$ -	\$ -	\$ 1,274.77	0.160%	\$ -	\$ -	\$ -
08/03/20	Wells Fargo Advisors	Money Market	\$ 2,245,000.00	\$ -	\$ -		\$ -	\$ -	\$ -
08/03/20	Wells Fargo Advisors	FHLMC-3134GWGL4	\$ -	\$ -	\$ 2,245,000.00	0.325%	\$ -	\$ -	\$ -
08/03/20	Bremer Wealth Mgmt	TB-54465AFP2	\$ -	\$ 450,000.00	\$ -	2.994%	\$ (549.00)	\$ -	\$ -
08/05/20	Bremer Wealth Mgmt	CD-14042E5F3	\$ -	\$ 245,000.00	\$ -	2.300%	\$ (414.05)	\$ -	\$ -
08/11/20	Bremer Wealth Mgmt	FHLMC-3134GWJZ0	\$ -	\$ -	\$ 650,000.00	0.220%	\$ -	\$ -	\$ -
08/24/20	4M	Money Market	\$ 2,000,000.00	\$ -	\$ -	0.020%	\$ -	\$ -	\$ -
08/25/20	Bremer Wealth Mgmt	FNMA-3136G42C6	\$ -	\$ -	\$ 500,000.00	0.320%	\$ -	\$ -	\$ -
08/27/20	Multi-Bank Securities	CD-09710LCL7	\$ 245,000.00	\$ -	\$ -	3.000%	\$ (556.15)	\$ -	\$ -
08/27/20	Multi-Bank Securities	CD-89235MHL8	\$ 247,000.00	\$ -	\$ -	2.000%	\$ (686.66)	\$ -	\$ -
08/27/20	Multi-Bank Securities	Money Market	\$ 2,000,000.00	\$ -	\$ -		\$ -	\$ -	\$ -
08/31/20	4M	Money Mrkt Int	\$ -	\$ -	\$ 356.83	0.020%	\$ -	\$ -	\$ -
08/31/20	Bremer Bank	Money Mrkt Int	\$ -	\$ -	\$ 1,224.76	0.140%	\$ -	\$ -	\$ -
09/01/20	Wells Fargo Advisors	FM-3130H0BD4	\$ 2,000,000.00	\$ -	\$ -	2.050%	\$ (4,120.00)	\$ -	\$ -
09/01/20	Wells Fargo Advisors	FHLB-3130AK2Q8	\$ -	\$ -	\$ 2,000,000.00	0.320%	\$ -	\$ -	\$ -
09/09/20	Bremer Wealth Mgmt	CD-40434YBM8	\$ 245,000.00	\$ -	\$ -	2.000%	\$ (784.00)	\$ -	\$ -
09/25/20	Bremer Wealth Mgmt	FFCB-3133EMBD3	\$ -	\$ -	\$ 199,750.00	0.360%	\$ -	\$ -	\$ -
09/30/20	Bremer Wealth Mgmt	FFCB-3133ELUU6	\$ 500,000.00	\$ -	\$ -	1.100%	\$ (205.70)	\$ -	\$ -
09/30/20	Bremer Wealth Mgmt	FFCB-3133ELUS1	\$ 500,000.00	\$ -	\$ -	1.000%	\$ (673.45)	\$ -	\$ -
09/30/20	Bremer Bank	Money Mrkt Int	\$ -	\$ -	\$ 820.79	0.090%	\$ -	\$ -	\$ -
09/30/20	4M	Money Mrkt Int	\$ -	\$ -	\$ 319.80	0.020%	\$ -	\$ -	\$ -
09/30/20	UBS	Money Mrkt Dividends	\$ -	\$ -	\$ 716.51	0.050%	\$ -	\$ -	\$ -
09/30/20	Quarterly Market Value Adjustment		\$ -	\$ -	\$ -		\$ -	\$ (7,953.50)	\$ -
10/13/20	Bremer Wealth Mgmt	FFCB-3133EMCU4	\$ -	\$ -	\$ 500,000.00	0.190%	\$ -	\$ -	\$ -
10/13/20	Bremer Wealth Mgmt	FFCB-3133EMBQ4	\$ -	\$ -	\$ 249,812.50	0.270%	\$ -	\$ -	\$ -
10/13/20	Bremer Wealth Mgmt	FHLB-3130AF589	\$ -	\$ -	\$ 514,287.00	3.000%	\$ -	\$ -	\$ -
10/22/20	Wells Fargo Advisors	CD-33742CBC0	\$ 245,000.00	\$ -	\$ -	1.200%	\$ (171.50)	\$ -	\$ -
10/22/20	Wells Fargo Advisors	CD-38149MTB9	\$ 148,000.00	\$ -	\$ -	1.400%	\$ (102.12)	\$ -	\$ -
10/22/20	Wells Fargo Advisors	FNMA-3136G46A6	\$ -	\$ -	\$ 1,000,000.00	0.300%	\$ -	\$ -	\$ -
10/31/20	4M	Money Mrkt Int	\$ -	\$ -	\$ 204.88	0.020%	\$ -	\$ -	\$ -
10/31/20	4M	Money Mrkt Int	\$ -	\$ -	\$ 127.41	0.050%	\$ -	\$ -	\$ -
10/31/20	Bremer Bank	Money Mrkt Int	\$ -	\$ -	\$ 534.69	0.050%	\$ -	\$ -	\$ -
11/02/20	Wells Fargo Advisors	CD-05581W7A7	\$ 245,000.00	\$ -	\$ -	1.250%	\$ (242.55)	\$ -	\$ -
11/04/20	Bremer Wealth Mgmt	FFCB-3133EK4N3	\$ 500,000.00	\$ -	\$ -	1.800%	\$ (745.85)	\$ -	\$ -
11/12/20	Wells Fargo Advisors	CD-48128UQY8	\$ -	\$ -	\$ 245,000.00	0.400-1.000%	\$ -	\$ -	\$ -
11/12/20	Multi-Bank Securities	CD-48128L8R3	\$ 245,000.00	\$ -	\$ -	1.250%	\$ (316.05)	\$ -	\$ -
11/12/20	Multi-Bank Securities	Money Market	\$ -	\$ -	\$ 245,000.00		\$ -	\$ -	\$ -
11/24/20	Wells Fargo Advisors	FHLMC-3134GXCA0	\$ -	\$ -	\$ 1,000,000.00	0.320%	\$ -	\$ -	\$ -
11/25/20	Wells Fargo Advisors	CD-05600XBJ8	\$ -	\$ -	\$ 245,000.00	0.300%	\$ -	\$ -	\$ -
11/30/20	Bremer Bank	Money Mrkt Int	\$ -	\$ -	\$ 313.81	0.040%	\$ -	\$ -	\$ -
11/30/20	4M	Money Mrkt Int	\$ -	\$ -	\$ 197.34	0.020%	\$ -	\$ -	\$ -
11/30/20	4M	Money Mrkt Int	\$ -	\$ -	\$ 123.30	0.050%	\$ -	\$ -	\$ -
12/01/20	Wells Fargo Advisors	FHLMC-3134GVZW1	\$ 1,500,000.00	\$ -	\$ -	0.375%	\$ (180.00)	\$ -	\$ -
12/01/20	Wells Fargo Advisors	FFCB-3133EMHL9	\$ -	\$ -	\$ 1,500,000.00	0.310%	\$ -	\$ -	\$ -
12/16/20	Multi-Bank Securities	Money Mrkt	\$ 245,000.00	\$ -	\$ -	0.000%	\$ -	\$ -	\$ -
12/18/20	Wells Fargo Advisors	CD-88241TJP6	\$ -	\$ -	\$ 245,000.00	0.350%	\$ -	\$ -	\$ -
12/16/20	Bremer Wealth Mgmt	FFCB-3133ELDH4	\$ 1,000,000.00	\$ -	\$ -	1.710%	\$ (2,209.90)	\$ -	\$ -
12/31/20	4M	Money Mrkt Int	\$ -	\$ -	\$ 203.71	0.020%	\$ -	\$ -	\$ -
12/23/20	4M	Money Mrkt Int	\$ -	\$ -	\$ 127.41	0.020%	\$ -	\$ -	\$ -
12/31/20	UBS	Money Mrkt	\$ -	\$ -	\$ -	0.000%	\$ (369.69)	\$ -	\$ -
12/31/20	Bremer Bank	Money Mrkt Int	\$ -	\$ -	\$ 205.86	2.000%	\$ -	\$ -	\$ -

12/31/20	Quarterly Market Value Adjustment	\$ -	\$ -	\$ -		\$ -	\$ (33,543.59)	
		\$ 73,681,285.71	\$ 2,187,000.00	\$ 76,051,097.98		\$ 85,070.05	\$ 118,755.42	\$ 175.66

	Amount Called	Amount Matured	Amount Purchased	Current Interest Rate	Redeemed Market Value Incr/(Decr)	Quarterly Market Value Incr/(Decr)	Redeemed Capital Gain/ (Loss)
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Grand Total

Total Purchases	\$	76,051,097.98
Total Maturities	\$	(2,187,000.00)
Total Calls	\$	(73,681,285.71)
Net Incr/(Decr)	\$	182,812.27
Less Net Mkt Valu/Gain Adj	\$	204,001.13
Overall Net Incr/(Decr)	\$	386,813.40
12/31/20 Investment Balance	\$	52,312,400.84
12/31/19 Investment Balance	\$	51,925,587.44
	\$	386,813.40
Invstmnts purchased less than par ^	\$	-
	\$	386,813.40



WILLMAR

FINANCE

City Office Building
333 SW 6th Street
Box 755
Willmar, Minnesota 56201

320-235-4984
Fax 320-235-4917
www.willmarmn.gov

2020 Interest/Dividends Received By Institution

<u>Institution</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>2020 Year-To-Date</u>	<u>2019 Year-To-Date</u>
4M	\$ 319.80	\$ 332.29	\$ 651.76	\$ 14,706.40	\$ -
Bremer Bank	\$ 820.79	\$ 534.69	\$ 519.67	\$ 40,782.34	\$ 99,095.32
Bremer Wealth Management	\$ 14,241.84	\$ 4,503.96	\$ 21,853.10	\$ 165,198.69	\$ 155,604.66
Heritage Bank	\$ 137.85	\$ 85.03	\$ 169.01	\$ 3,604.91	\$ 13,300.03
Morgan Stanley Smith Barney	\$ -	\$ -	\$ -	\$ -	\$ 13,392.20
Multi-Bank Securities	\$ 1,482.08	\$ 1,543.84	\$ -	\$ 89,870.06	\$ 184,353.40
UBS	\$ 716.51	\$ -	\$ -	\$ 83,616.02	\$ 215,767.85
Wells Fargo	\$ -	\$ -	\$ -	\$ 17,500.00	\$ 162,778.33
Wells Fargo Advisors	\$ 1,761.94	\$ 4,682.14	\$ 9,293.67	\$ 212,567.90	\$ 156,307.60
Totals	\$ 19,480.81	\$ 11,681.95	\$ 32,487.21	\$ 627,846.32	\$ 1,000,599.39



WILLMAR

FINANCE

City Office Building
333 SW 6th Street
Box 755
Willmar, Minnesota 56201

320-235-4984
Fax 320-235-4917
www.willmarmn.gov

INVESTMENT ACTIVITY REPORT FOR QUARTER ENDED DECEMBER 31, 2020

BALANCE AT PRIOR QUARTER END SEPTEMBER 30, 2020 **\$ 50,732,144.18**

SUMMARY OF OCTOBER THROUGH DECEMBER, 2020, TRANSACTIONS:

(10/13/20) PURCHASED: Bremer Wealth Mgmt, FFCB-3133EMCU4, 10/13/2022, 0.190%	500,000.00
(10/13/20) PURCHASED: Bremer Wealth Mgmt, FFCB-3133EMBQ4, 10/05/2023, 0.270%	249,812.50
(10/13/20) PURCHASED: Bremer Wealth Mgmt, FFCB-3130AF589, 10/12/2021, 3.000%	514,287.00
(10/22/20) CALLED: Wells Fargo Advisors, CD-33742CBC0, 04/21/2022, 1.200%	(148,000.00)
(10/22/20) Market Value Adjustment: Wells Fargo Advisors, CD-33742CBC0	(171.50)
(10/22/20) CALLED: Wells Fargo Advisors, CD-38149MTB9, 04/22/2022, 1.400%	(245,000.00)
(10/22/20) Market Value Adjustment: Wells Fargo Advisors, CD-38149MTB9	(102.12)
(10/27/20) PURCHASED: Wells Fargo Advisors, FNMA-3136G46A6, 10/27/2023, 0.300%	1,000,000.00
(10/31/20) October Interest Earned: Bremer Bank Money Market 437680198	534.69
(10/31/20) October Interest Earned: 4M, Money Market-35205-101	204.88
(10/31/20) October Interest Earned: 4M, Money Market-35205-101-P	127.41
(11/02/20) CALLED: Wells Fargo Advisors, CD-05881W7A7, 05/01/2025, 1.250-2.000%	(245,000.00)
(11/02/20) Market Value Adjustment: Wells Fargo Advisors, CD-05581W7A7	(242.55)
(11/04/20) CALLED: Bremer Wealth Mgmt, FFCB-3133EK4N3, 11/04/2022, 1.800%	(500,000.00)
(11/04/20) Market Value Adjustment: Bremer Wealth Mgmt, FFCB-3133EK4N3	(745.85)
(11/12/20) PURCHASED: Wells Fargo Advisors, CD-48128UQY8, 11/13/2025, Step-Up 0.400-1.000%	245,000.00
(11/12/20) CALLED: Multi-Bank Securities, CD-48128L8R3, 05/12/2025, 1.250%	(245,000.00)
(11/12/20) Market Value Adjustment: Multi-Bank Securities, CD-48128L8R3	(316.05)
(11/12/20) Transferred to Multi-Bank Securities, Money Market Account	245,000.00
(11/24/20) PURCHASED: Wells Fargo Advisors, FHLMC-3134GXCA0, 11/24/2023, 0.320%	1,000,000.00
(11/25/20) PURCHASED: Wells Fargo Advisors, CD-05600XBJ8, 11/25/2024, 0.300%	245,000.00
(11/30/20) November Interest Earned Bremer Bank Money Market 437680198	313.81
(11/30/20) November Interest Earned 4M Money Market 35205-101	197.34
(11/30/20) November Interest Earned 4M Money Market 32505-101 P	123.30
(12/01/20) CALLED: Wells Fargo Advisors, FHLMC-3134GVZW1, 12/01/2022, 0.375%	(1,500,000.00)
(12/01/20) Market Value Adjustment: Wells Fargo Advisors, FHLMC-3134GVZW1	(180.00)
(12/01/20) PURCHASED: Wells Fargo Advisors, FFCB-3133EMHL9, 11/30/2023, 0.310%	1,500,000.00
(12/16/20) Transferred Multi-Bank Securities Money Market to Heritage Bank Checking	(245,000.00)
(12/18/20) PURCHASED: Wells Fargo Advisors, CD-88241TJP6, 12/18/2023, 0.350%	245,000.00
(12/16/20) CALLED: Bremer Wealth Mgmt, FFCB-3133ELDH4, 12/16/22, 1.710%	(1,000,000.00)
(12/16/20) Market Value Adjustment: Bremer Wealth Mgmt, FFCB-3133ELDH4	(2,209.90)
(12/31/20) 4M 35205-101 Interest Accrued to Account	203.71
(12/31/20) 4MP 35205-101-P Interest Accrued to Account	127.41
(12/31/20) UBS Loss Accrued to Account	(369.69)
(12/31/20) Bremer Bank Interest Accrued to Money Market-437680198	205.86
(12/31/20) Quarter-End Market Value Adjustment	(33,543.59)

DECEMBER 31, 2020 BALANCE

\$ 52,312,400.84

Historical Balances At the End of Each Quarter 2010 through 12/31/2020

Year	Investments				Operating Cash (Flex Gold and Checking)			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2020	\$50,374,903.38	\$55,169,500.29	\$50,732,144.18	\$52,312,400.84	\$ 4,400,163.02	\$ 2,624,118.37	\$ 3,134,953.41	\$ 6,841,595.81
2019	\$47,068,012.96	\$47,478,061.14	\$45,495,646.78	\$51,925,587.44	\$ 3,448,001.32	\$ 8,201,928.13	\$ 6,722,953.68	\$ 7,180,016.93
2018	\$41,100,509.82	\$40,742,377.40	\$45,614,786.85	\$46,406,219.57	\$ 5,244,401.43	\$15,048,611.65	\$ 6,171,085.22	\$ 8,975,302.94
2017	\$39,943,489.59	\$43,559,677.54	\$41,562,162.56	\$41,665,490.60 #	\$ 6,657,270.15	\$ 6,567,762.11	\$ 6,838,888.14	\$10,492,227.55
2016	\$35,756,051.24	\$37,535,496.68	\$38,236,920.67	\$40,059,470.53 #	\$ 9,469,606.22	\$11,215,298.77	\$ 8,877,284.91	\$11,098,844.31
2015	\$42,089,898.87 #	\$41,645,493.62 #	\$37,279,279.96 #	\$42,426,578.11 #	\$ 6,052,923.58	\$ 7,746,033.30	\$ 9,955,964.40	\$ 8,044,197.86
2014	\$44,669,958.48 #	\$44,497,454.10 #	\$44,393,573.89 #	\$44,192,171.67 #	\$ 2,692,337.80	\$ 7,288,512.71	\$ 5,397,016.71	\$ 7,929,545.18
2013	\$45,036,646.37 #	\$43,145,874.09 #	\$45,544,516.83 #	\$43,871,669.60 #	\$ 4,864,300.48	\$ 7,115,084.74	\$ 2,428,725.91	\$ 6,945,509.90
2012	\$41,122,817.67 #	\$37,855,613.32 #	\$44,310,158.10 #	\$47,119,283.92 #	\$ 8,136,948.46	\$11,647,103.27	\$ 6,473,162.53	\$ 7,735,728.32
2011	\$41,498,738.04 #	\$42,926,445.51 #	\$33,053,338.89 #	\$46,841,372.72 #	\$ 6,566,351.65	\$ 9,181,801.11	\$18,167,922.89	\$ 7,404,105.73
2010	\$41,358,462.50	\$40,144,176.24 #	\$44,577,231.24 #	\$48,797,293.88 #	\$ 5,700,619.84	\$ 8,771,348.62	\$ 3,304,736.92	\$ 4,417,038.74

Investment Balance after adjusting for market values
2010 market values were only adjusted 1/1/10 and 12/31/10

Historical Interest/Dividends Received Per Quarter 2010 through 12/31/2020

<u>Year</u>	<u>1st Quarter</u>	<u>2nd Quarter</u>	<u>3rd Quarter</u>	<u>4th Quarter</u>	<u>Annual Totals</u>
2020	\$ 251,403.43	\$ 211,548.65	\$ 101,244.27	\$ 63,649.97	\$ 627,846.32
2019	\$ 169,343.56	\$ 253,437.22	\$ 281,584.07	\$ 296,234.54	\$ 1,000,599.39
2018	\$ 174,572.53	\$ 258,322.75	\$ 180,554.87	\$ 304,728.14	\$ 918,178.29
2017	\$ 209,941.65	\$ 207,001.33	\$ 159,519.58	\$ 254,797.06	\$ 831,259.62
2016	\$ 203,419.67	\$ 243,624.43	\$ 128,705.25	\$ 203,709.56	\$ 779,458.91
2015	\$ 187,662.01	\$ 241,077.82	\$ 183,436.47	\$ 238,629.12	\$ 850,805.42
2014	\$ 196,385.66	\$ 258,307.26	\$ 182,514.61	\$ 259,763.87	\$ 896,971.40
2013	\$ 221,647.55	\$ 231,204.91	\$ 171,397.74	\$ 264,878.39	\$ 889,128.59
2012	\$ 143,871.89	\$ 345,677.26	\$ 175,728.62	\$ 159,483.59	\$ 824,761.36
2011	\$ 281,807.02	\$ 275,608.48	\$ 290,307.92	\$ 211,444.35	\$ 1,059,167.77
2010	\$ 234,241.45	\$ 446,351.92	\$ 233,012.97	\$ 365,903.94	\$ 1,279,510.28

CITY OF WILLMAR INVESTMENT POLICY

Dated: December 20, 1995
Revised: January 13, 1997
Revised: January 21, 1998
Revised: February 3, 1999
Revised: January 24, 2000
Revised: January 6, 2002
Revised: December 15, 2003
Revised: March 16, 2009
Revised: September 20, 2010
Revised: March 7, 2011
Revised: September 4, 2012
Revised: July 25, 2016
Revised: November 5, 2018

1.0 Policy:

It is the policy of the City of Willmar to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

2.0 Scope:

This investment policy applies to all financial assets of the City of Willmar. These funds are accounted for the City's **Annual Financial Report** and include:

2.1 **Funds:**

2.1.1 General Fund

2.1.2 Special Revenue Funds

2.1.3 General Debt Service Funds:

2.1.4 Capital Projects Funds:

2.1.5 Enterprise Funds:

2.1.6 Internal Service Funds:

2.1.7 Trust and Agency Funds

3.0 Prudence:

Investments shall be made with judgment and care - under circumstances then prevailing - which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 Objective:

The primary objectives, in priority order, of the City of Willmar investment activities shall be:

4.1 **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City of Willmar be undertaken in a manner that

seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, **diversification** is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

4.2 Liquidity: The City of Willmar investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

4.3 Return on Investments: The City of Willmar investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

5.0 Delegation of Authority:

Authority to manage the City of Willmar's investment program is derived from trading resolutions and Minnesota statutes. Management responsibility for the investment program is hereby delegated to the City Finance Director, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to person responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the

City Finance Director. The City Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

6.0 Ethics and Conflicts of Interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decision. Employees and investment officials shall disclose to the City Administrator any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City of Willmar, particularly with regard to the time of purchases and sales.

7.0 Authorized Financial Dealers and Institutions:

The City Finance Director will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security **broker/dealers** selected by credit worthiness who are authorized to provide investment services in the State of Minnesota. These may include "**primary**" dealers or regional dealers that qualify under **Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule)**. No public deposit shall be made except in a **qualified public depository** as

established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the City Finance Director with a **Notification to Broker and Certification by Broker** pursuant to Minnesota Statute 118A.04.

8.0 Authorized and Suitable Investments

Minnesota Statutes, Section 118A.04, Subdivision 1 through Subdivision 7, lists all permissible investments for municipalities. This list established the maximum investments risk permitted for a Minnesota municipality. The City of Willmar will not authorize its employees to invest in all of these investments, staying consistent with its number one priority of safety of capital. The following are investments the City will be authorized to invest in:

8.1 Government Securities: Instruments such as bonds, notes, bills, mortgages and other securities which are direct obligations of the federal government or its agencies and instrumentalities, with the principal fully guaranteed by the U.S. government or its agencies. The City will not invest in any mortgage or mortgage related security unless a return of principal is completely guaranteed by a federal entity.

8.2 Certificate of Deposit: A negotiable or nonnegotiable instrument issued by commercial banks and insured up to ~~\$100,000~~ \$250,000 by the Federal Deposit Insurance Corporation (FDIC). (See 9.0 "Collateralization")

8.3 Repurchase Agreement: An investment which consists of two simultaneous transactions, where the City purchases securities from a bank or dealer. At the same time, the selling bank or dealer agrees to repurchase the securities at the same price plus interest at some agreed-upon future date. The security purchased is the collateral protecting the investment.

8.4 Prime Commercial Paper: An investment used by corporations to finance receivables. A short-term (matures in 270 days or less) unsecured promissory note is issued for maturity specified by the purchaser. The City will only invest in commercial paper that has the highest rating of two (2) of the three (3) rating agencies.

8.5 Any security which is a general obligation of the State of Minnesota or any of its municipalities.

8.6 Bankers Acceptances of United States banks eligible for purchase by the Federal Reserve System.

8.7 Investment Pools: Governmental sponsored pools and money market mutual funds are allowable short-term cash management facilities. These pools/funds can provide safety, liquidity and yield in a single investment instrument. However, the City will follow due diligence standard which applies to the use of pools/funds. A thorough investigation of the pool/fund is required prior to investing. Currently the City uses the Minnesota Money Market Mutual Fund (4M) sponsored by the League of Minnesota Cities.

8.8 Mutual Funds: Shares of an investment company registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933 whose portfolio consists of direct obligations or are guaranteed issued of the United States, its agencies or instrumentalities. ***Effective January 1, 1997, mutual funds will be limited to funds held as of December 31, 1996, or a funds whose portfolio consists of the aforementioned obligations with a maturity of thirteen (13) months or shorter. Reinvestment of dividends paid from a fund holding obligation maturing beyond thirteen months will be prohibited.*** Generally speaking, participation in this investment type shall maintain a target balance of 15-20% of the portfolio and staff shall exercise discretion in setting mutual fund investment levels given market conditions and cash flow projections.

Investing in mutual funds is deemed long term and local restrictions therefore, prohibit the purchase of shares from any **general debt service fund** or any other city funds anticipating investment proceeds within a 36 month period and forcing the liquidation of shares in an unfavorable market.

9.0 Collateralization:

Collateralization will be required on two types of investments: certificates of deposit where the par value exceeds the Federal Deposit Insurance Corporation (FDIC) coverage limit, and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level

shall be at least 10 percent more than the amount on deposit at the close of the financial institution's banking day, except when the collateral is irrevocable standby letters of credit issued by Federal Reserve Banks. In that case, the amount of collateral must be at least equal the amount of deposit.

Collateral will always be held by an independent third party with whom the entity has a current custodial agreement or physically remitted to the City. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained.

10.0 Safekeeping and Custody:

All security transactions entered into by the City of Willmar shall be held in safekeeping by the respective investment dealer on behalf of the City of Willmar and evidenced by safekeeping receipts. Each investment dealer must provide evidence to the City of possessing customer account insurance protection of \$500,000 from Securities Investor Protection Corporation (SIPC) plus other insurance totaling at a minimum \$10,000,000 per account.

11.0 Diversification:

The City will diversify its investments by security type and institution. No more than **40%** of the City's total deposits will be invested with a single financial institution or broker/dealer on the day of purchase.

12.0 Maximum Maturities:

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 10 years from date of purchase. Funds dedicated to capital projects anticipated to be completed within one year shall not be invested in instruments maturing beyond one year. Reserve funds may be invested in securities exceeding 10 years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds.

13.0 Internal Control:

The development of a system of internal controls shall be established by the City Finance Director.

The City Finance Director shall assist in an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

14.0 Performance Standards:

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

14.1 Market Yield (Benchmark): The City's investment strategy is active and mildly aggressive, yet it always yields to the objective of safety of principal. Given

this strategy, the basis used by the City Finance Director to determine whether market yields are being achieved shall be the annual goal of one and one-half (1 ½) percent above the annualized earnings at the Fed Funds rate during the year.

15.0 Reporting:

The Finance Director shall provide to the City Council quarterly investment reports which provide a clear picture of the status of the current investment portfolio. The report should include comments on the markets and economic conditions, discussions regarding restrictions on percentage of investment by categories, possible changes in the portfolio structure going forward and thoughts on investment strategies.

Schedules in the quarterly report should include the following:

- A listing of individual securities held at the end of the reporting period by authorized investment category
- Average life and final maturity of all investments listed
- Coupon, discount or earnings rate
- Par value and Market Value

16.0 Investment Policy Adoption:

The City of Willmar investment policy shall be adopted by resolution of the Willmar City Council. The policy shall be reviewed annually by the Finance Committee and any modifications made thereto must be approved by the City Council.

CITY OF WILLMAR

FUND BALANCE POLICY

Adopted: February 4, 2013

Revised: May 4, 2015

Revised: July 5, 2016

Revised November 5, 2018

Revised February 18, 2020

I. **PURPOSE**

The purpose of this policy is to establish the specific guidelines for the level of fund balances available for current and future spending in the governmental funds. The fund balance policy addresses a minimum level of unrestricted fund balance to be maintained, how the unrestricted fund balance can be used or spent down and how that fund balance will be replenished if it falls below the minimum level. In addition, the City sets a stabilization amount for use in emergency situations or when revenue shortages or budgetary imbalances arise. The policy also addresses when fund balances will be restricted to specific purposes. For the purpose of this policy any reference to the City Administrator shall mean the City Administrator or his or her designee.

II. **BACKGROUND**

Government Accounting Standards Board (GASB) Statement No. 54 was enacted to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. In governmental funds, a City should identify fund balance separately between non-spendable, restricted, committed, assigned or unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

Proprietary funds' equity will be managed as a separate business-like enterprise as allowed by U.S. Generally Accepted Accounting Principles (GAAP). The funds will be monitored through operations and their rate structures. Examples of Proprietary funds include Hospital, Municipal Utilities, and Sewer. Proprietary fund balances will be classified as either invested in capital assets net of related debt, restricted or unrestricted.

III. **CLASSIFICATION OF FUND BALANCE/PROCEDURES**

1. Non-Spendable

- This category includes fund balance that cannot be spent because it is either (i) not in spendable form or (ii) is legally or contractually required to be maintained intact. Examples include inventory, prepaid items, endowments and land held for resale.

2. Restricted

- Fund balance should be reported as restricted when constraints placed on those resources are either (i) externally imposed by creditors, grantors, contributors, or laws

or regulations of other governments or (ii) imposed by law through constitutional provisions or enabling legislation. Examples include bond or grant proceeds, tax increments and park dedication fees.

3. Committed

- Fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority. The committed amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action it employed to commit those amounts.
- The City's highest level of decision making authority (City Council) will annually or as deemed necessary commit specific revenue sources for specified purposes by formal action. This formal action must occur prior to the end of the reporting period, however, the amount to be subject to the constraint, may be determined in the subsequent period. A committed fund balance cannot be a negative number.

4. Assigned

- Amounts that are constrained by the government's intent to use for specified purposes, but are neither restricted nor committed. Assigned fund balance in the General fund includes amounts that are intended to be used for specific purposes.

5. Unassigned

- Unassigned fund balance represents the residual classification for the General fund. Includes amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purposes within the General fund. The General fund should be the only fund that reports a positive unassigned fund balance amount.
 - a. The City will maintain an unrestricted fund balance in the General fund of an amount not less than \$4,000,000 Working Capital, \$1,000,000 Self Insurance, and \$2,000,000 Stabilization of the General fund. This will assist in maintaining an adequate level of fund balance to provide for cash flow requirements and contingency needs because major revenues, including property taxes and other government aids are received in the second half of the City's fiscal year.
 - b. If spending unrestricted fund balance in designated circumstances has reduced unrestricted fund balance to a point below the minimum targeted level, as noted above, the replenishment will be funded by property taxes (funding source) within five years (period over which replenishment will occur).

IV. STABILIZATION ARRANGEMENTS

Stabilization arrangements are defined as formally setting aside amounts for use in emergency situations or when revenue shortages or budgetary imbalances arise.

The City will set aside amounts by resolution as deemed necessary that can only be expended when certain specific circumstances exist. The resolution will identify and describe the specific circumstances under which a need for stabilization arises. The need for stabilization will only be utilized for situations that are not expected to occur routinely.

V. MONITORING AND REPORTING

The City Council shall annually review fund balances in relation to this policy in conjunction with the development of the annual budget.

When both restricted and unrestricted resources are available for use, it is the City's policy to first use restricted resources, and then use unrestricted resources as they are needed.

When unassigned, assigned or committed resources are available for use, it is the City's policy to use resources in the following order; 1) Unassigned, 2) Assigned, and 3) Committed.

A negative residual amount may not be reported for restricted, committed, or assigned fund balances in the General fund.

VI. GOVERNMENTAL FUND DEFINITIONS

GASB Statement 54 provides clarification of the governmental funds definitions. The definitions are added to the fund balance policy to clearly define their reporting requirements. It is also important to understand the fund classification when determining the classification of their fund balances.

General Fund – Used to account for all financial resources not accounted for in another fund.

Special Revenue Funds – Used to account for reporting the proceeds of specific revenue sources that are restricted or committed to expenditures for specific purposes (other than debt service or capital projects).

- One or more specified restricted or committed revenues are the foundation for the fund (comprise a substantial portion of fund's inflows).
- Other inflows (i.e. interest and transfers) may be reported in fund, if restricted, committed or assigned to the specified purpose of the fund.
- Restricted or committed proceeds of specific revenue sources should be expected to continue to comprise a substantial portion of inflows of the fund.
- Exception for specific revenue rules – General fund of Blended Component Unit (EDA).

Debt Service Funds – Used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest payments.

Capital Projects Funds – Used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital project funds exclude those types of capital related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

VII. ENTERPRISE FUND EQUITY

Enterprise funds are used to account for operations financed and operated in a manner similar to private business enterprises, where the City intends the cost of providing goods or services to the public be financed or recovered primarily through user charges. The City's enterprise funds include the Willmar Municipal Utilities and Sewer funds.

It is the City's intent to cover all operating and non-operating expenses through user charges to eliminate the impact on taxpayers. User charges will be reviewed annually to ensure adequate rates are charged for the services provided.

Enterprise funds' equity will be classified in one of the following categories:

- *Investment in Capital Assets, Net of Related Debt.* The component of net assets which is the difference between assets and liabilities of proprietary funds that consists of capital assets less both accumulated depreciation and the outstanding balance of debt that is directly attributable to the acquisition, construction or improvement of the capital assets.
- *Restricted.* The component of net assets which is the difference in assets and liabilities of proprietary funds that consist of assets with constraints placed on their use by either external parties (i.e. creditors or grantors) or through constitutional provisions or enabling legislation.
- *Unrestricted.* The difference between the assets and liabilities of proprietary funds that is not reported as Investment in Capital Assets, Net of Related Debt or Restricted Net Assets.

The City Council will not establish a minimum required level for equity in proprietary funds other than the funds should cover their own operating and non-operating costs.

IV. OTHER POLICY CONSIDERATIONS

The City will use all *budgetary and financial accounting options* available to maintain the minimum level of fund balance available for appropriation in the General and Special Revenue Funds. Some options available include the following items:

- A specific budgeted revenue increase (i.e. ad valorem property tax increase).
- Increase fees for services.

- Reduction of expenditures in the budget.
- Transfers from other available funds.
- Sale of capital assets.
- Comply with City Charter Article III, Community Investment Fund sec. 5.51-5.57

The City Council requires positive fund balances for all governmental, proprietary and fiduciary funds, with a few exceptions. The Council will allow a negative fund balance in the following instances:

- A project may be in a developmental phase in which all anticipated revenues have not yet been received. It is anticipated the revenues will be received within the fiscal year or early the following fiscal year. The City Administrator will present anticipated revenue sources to the Council when a deficit occurs for this reason.
- An emergency occurred and all anticipated revenues to pay for the emergency have not been received yet. The City Administrator will keep a current listing of anticipated revenue sources to pay for the emergency.
- Pledges for a project are expected to be received over a period of time. In this case, a long-term receivable may be recorded if the pledges are assured to be received. If the receipt of the pledges is not guaranteed, the receivable cannot be recorded. The project (fund in some cases) will carry a negative balance until all pledges are received.
- An inter-fund loan is not appropriate or not available to cover the fund deficit.

The City Administrator will report shortfalls or surpluses in the projected fund balance levels to the City Council as soon as found to be a significant impact.

If a *fund deficit* occurs, a written plan by the City Administrator to move the fund out of the deficit is required. The City Council is responsible for reviewing and approving the financial plan. The City Administrator will monitor the plan's effectiveness on a monthly basis. The City Administrator will report the plan's effectiveness to the City Council on a quarterly basis.

A *fund surplus*, above all internal and external constraints, may also occur. In this case, the Administrator will notify the City Council to discuss the circumstances of the surplus and determine whether or not the established threshold is effective. Some appropriate plans for using fund surpluses include the following items (but are not limited to):

- Move budgeted expenditure into a future year due to unforeseen circumstances.
- Fund a one-time project or project planning that would not normally be budgeted in the on-going operations of the City.
- Return unused dollars to donors.

- Transfer excess funds to another City fund to finance a project or cover a shortfall.

The City's *credit rating* for debt financing and investing will also be considered in the level of required General fund balance. The City Council may further restrict the required fund balance level to meet a higher credit rating need if possible. The City's credit rating is reviewed annually by the City Administrator, Finance Director, and bond counsel when necessary. The City Administrator shall be responsible for conducting rating reviews.

IV. REPORTING REQUIREMENTS

The City's audit firm shall provide a City presentation of the previous year's financial condition in the modified and full accrual basis of accounting after the audit is completed. Any deficiencies presented by the auditor will be followed up by the City Administrator with a written plan to comply with this policy. The audit presentation will occur before June 30th following the previous year's end.

CITY OF WILLMAR, MINNESOTA
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

Governmental Fund Balances Detail:

Fund	Nonspendable	Restricted	Committed	Unassigned
General Fund				
Prepays/Deposits	\$ 261,217	\$ -	\$ -	\$ -
Working Capital	-	-	4,000,000	-
Year 2020	-	-	1,739,084	-
Year 2021	-	-	998,614	-
Retirees Vacation/Sick Leave Held	-	-	196,983	-
Self-Insurance	-	-	1,000,000	-
Petty Cash	-	-	3,850	-
Current Employees Sick Leave	-	-	1,370,202	-
Current Employees Vacation	-	-	427,979	-
Retiree Insurance BuyOut	-	-	375,820	-
Next Year's Budget	-	-	1,000,000	-
Current Year Emergency	-	-	1,000,000	-
Special Revenue Funds				
Industrial Development	-	-	773,447	-
Industrial Development-CP Airport	-	-	17,110	-
Industrial Development-P.I.R.	-	-	1,000,000	-
CVB-Prepays	7,343	-	-	-
CVB	-	-	298,785	-
CVB-Petty Cash	-	-	50	-
Local Option Sales Tax Projects	-	-	402,773	-
Willmar Municipal Airport	266	-	111,438	-
Library Improvement Reserve	-	-	171,518	-
Willmar Main Street	58	-	15,266	-
Bike Share Program	-	-	9,600	-
Community Investment	-	-	9,839,151	-
Community Investment-PIR	-	-	750,000	-
Public Works Reserve	-	-	255,344	-
Law Enforcement Forfeiture Fund	-	34,905	-	-
Law Enforcement Human Trafficking	-	390	-	-
Law Enforcement Explorer Fund	-	12,013	-	-
Law Enforcement CERT Fund	-	10,504	-	-
Fire Department Explorer Fund	-	6,999	-	-
Debt Service Funds				
Special Assessments Funds	-	6,942,041	-	-
Rice Memorial Hospital	563,396	6,461,773	-	-
Nonmajor Airport Debt Service	183,645	-	-	(1,500)
Nonmajor G.O. Bond R22 Refrigeration	-	146,986	-	-
Tax Increment Bonds	-	49,241	-	-
Capital Projects Funds				
Street Projects	-	-	2,184,706	-
Nonmajor Capital Improvements	-	-	-	-
Local Option Sales Tax Projects	-	-	67,489	-
Airport	-	-	154,427	-
G.O. Bond R22 Refrigeration	-	-	366,557	-
Capital Improvements - Other	-	-	940,969	-
Permanent Funds				
	30,000	2,635	-	-
Totals	\$ 1,045,925	\$ 13,667,487	\$ 29,471,162	\$ (1,500)

Steve Okins

From: Bengtson, Ted <TBengtson@lmc.org>
Sent: Friday, February 5, 2021 1:19 PM
To: Carlson, Gary
Subject: HF 496 - Reactions

Members of the LMC Fiscal Futures Committee,

On Monday, Rep Paul Marquart introduced [HF496](#), a bill that he feels will enhance citizen participation in the local government budget process. The bill would make significant changes to the existing system and add many new requirements including a mandatory "Citizen's Property Tax Advisory Committee," and expanded requirements for supplemental information that would be distributed along with the proposed property tax notice mailed to voters each fall.

If you have time, I would appreciate any reaction to this bill and how this would impact your city. I am planning on testifying on the bill and your input will be very helpful. You can forward comments directly to me at gcarlson@lmc.org.

Thanks

Gary Carlson
League of Minnesota Cities

This Document can be made available in alternative formats upon request

State of Minnesota
HOUSE OF REPRESENTATIVES

NINETY-SECOND SESSION

H. F. No. 496

01/28/2021 Authored by Marquart and Youakim
The bill was read for the first time and referred to the Committee on Taxes

1.1 A bill for an act
1.2 relating to taxation; property; establishing a citizens' property tax advisory
1.3 committee; requiring additional information to be sent with the notice of proposed
1.4 property taxes; establishing Minnesota Property Taxpayer's Day; amending
1.5 Minnesota Statutes 2020, section 275.065, subdivisions 1, 3, by adding
1.6 subdivisions; proposing coding for new law in Minnesota Statutes, chapter 275.

1.7 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.8 Section 1. [275.055] CITIZENS' PROPERTY TAX ADVISORY COMMITTEE.

1.9 Subdivision 1. Establishment and duties. Each county board and council of a city with
1.10 a population of at least 500 must establish a citizens' property tax advisory committee to
1.11 ensure active community participation in budget and property tax levy planning. The
1.12 committee must provide input and make recommendations to the county board or city
1.13 council on the budget for the following year, at least seven days prior to the certification of
1.14 the proposed levy under section 275.065, subdivision 1.

1.15 Subd. 2. Structure. To the extent possible, the committee must reflect the diversity of
1.16 the jurisdiction and include members from a variety of geographical areas within the
1.17 jurisdiction. For a committee established by a county board, at least nine members must
1.18 make up the committee. For a committee established by a city council, the minimum number
1.19 of members on the committee must be nine or the number of wards within the city, whichever
1.20 is greater.

1.21 EFFECTIVE DATE. This section is effective for property taxes payable in 2022 and
1.22 thereafter.

2.1 Sec. 2. Minnesota Statutes 2020, section 275.065, subdivision 1, is amended to read:

2.2 Subdivision 1. **Proposed levy.** (a) Notwithstanding any law or charter to the contrary,
2.3 on or before September 30, each county, home rule charter or statutory city, town, and
2.4 special taxing district, excluding the Metropolitan Council and the Metropolitan Mosquito
2.5 Control Commission, shall certify to the county auditor the proposed property tax levy for
2.6 taxes payable in the following year. For towns, the final certified levy shall also be considered
2.7 the proposed levy. Each county and city with a population of at least 500 must annually
2.8 notify the public of its revenue, expenditures, fund balances, and other relevant budget
2.9 information that is used to establish the proposed property tax levy. These taxing jurisdictions
2.10 must solicit feedback on the budget and proposed levy from the public prior to certifying
2.11 the proposed levy under this subdivision.

2.12 (b) Notwithstanding any law or charter to the contrary, on or before September 15, the
2.13 Metropolitan Council and the Metropolitan Mosquito Control Commission shall adopt and
2.14 certify to the county auditor a proposed property tax levy for taxes payable in the following
2.15 year.

2.16 (c) On or before September 30, each school district that has not mutually agreed with
2.17 its home county to extend this date shall certify to the county auditor the proposed property
2.18 tax levy for taxes payable in the following year. Each school district that has agreed with
2.19 its home county to delay the certification of its proposed property tax levy must certify its
2.20 proposed property tax levy for the following year no later than October 7. The school district
2.21 shall certify the proposed levy as:

2.22 (1) a specific dollar amount by school district fund, broken down between voter-approved
2.23 and non-voter-approved levies and between referendum market value and tax capacity
2.24 levies; or

2.25 (2) the maximum levy limitation certified by the commissioner of education according
2.26 to section 126C.48, subdivision 1.

2.27 (d) If the board of estimate and taxation or any similar board that establishes maximum
2.28 tax levies for taxing jurisdictions within a first class city certifies the maximum property
2.29 tax levies for funds under its jurisdiction by charter to the county auditor by the date specified
2.30 in paragraph (a), the city shall be deemed to have certified its levies for those taxing
2.31 jurisdictions.

2.32 (e) For purposes of this section, "special taxing district" means a special taxing district
2.33 as defined in section 275.066. Intermediate school districts that levy a tax under chapter
2.34 124 or 136D, joint powers boards established under sections 123A.44 to 123A.445, and

3.1 Common School Districts No. 323, Franconia, and No. 815, Prinsburg, are also special
3.2 taxing districts for purposes of this section.

3.3 (f) At the meeting at which a taxing authority, other than a town, adopts its proposed
3.4 tax levy under this subdivision, the taxing authority shall announce the time and place of
3.5 any subsequent regularly scheduled meetings at which the budget and levy will be discussed
3.6 and at which the public will be allowed to speak. The time and place of those meetings must
3.7 be included in the proceedings or summary of proceedings published in the official newspaper
3.8 of the taxing authority under section 123B.09, 375.12, or 412.191.

3.9 **EFFECTIVE DATE.** This section is effective for property taxes payable in 2022 and
3.10 thereafter.

3.11 Sec. 3. Minnesota Statutes 2020, section 275.065, subdivision 3, is amended to read:

3.12 Subd. 3. **Notice of proposed property taxes.** (a) The county auditor shall prepare and
3.13 the county treasurer shall deliver after November 10 and on or before November 24 each
3.14 year, by first class mail to each taxpayer at the address listed on the county's current year's
3.15 assessment roll, a notice of proposed property taxes. Upon written request by the taxpayer,
3.16 the treasurer may send the notice in electronic form or by ~~electronic mail~~ e-mail instead of
3.17 on paper or by ordinary mail.

3.18 (b) The commissioner of revenue shall prescribe the form of the notice.

3.19 (c) The notice must inform taxpayers that it contains the amount of property taxes each
3.20 taxing authority proposes to collect for taxes payable the following year. In the case of a
3.21 town, or in the case of the state general tax, the final tax amount will be its proposed tax.
3.22 The notice must clearly state for each ~~city that has a population over 500, county, school~~
3.23 ~~district~~, regional library authority established under section 134.201; and metropolitan taxing
3.24 districts as defined in paragraph (i), the time and place of a meeting for each taxing authority
3.25 in which the budget and levy will be discussed and public input allowed, prior to the final
3.26 budget and levy determination. ~~The taxing authorities must provide the county auditor with~~
3.27 ~~the information to be included in the notice on or before the time it certifies its proposed~~
3.28 ~~levy under subdivision 1.~~ The public must be allowed to speak at that meeting, which must
3.29 occur after November 24 and must not be held before 6:00 p.m. The notice must state for
3.30 each city that has a population over 500, county, and school district, the time and place of
3.31 the meeting to be held pursuant to subdivision 11. The taxing authorities must provide the
3.32 county auditor with the information to be included in the notice on or before the time it
3.33 certifies its proposed levy under subdivision 1. It must provide a telephone number for the
3.34 taxing authority that taxpayers may call if they have questions related to the notice and an

4.1 address where comments will be received by mail, except that no notice required under this
4.2 section shall be interpreted as requiring the printing of a personal telephone number or
4.3 address as the contact information for a taxing authority. If a taxing authority does not
4.4 maintain public offices where telephone calls can be received by the authority, the authority
4.5 may inform the county of the lack of a public telephone number and the county shall not
4.6 list a telephone number for that taxing authority.

4.7 (d) The notice must state for each parcel:

4.8 (1) the market value of the property as determined under section 273.11, and used for
4.9 computing property taxes payable in the following year and for taxes payable in the current
4.10 year as each appears in the records of the county assessor on November 1 of the current
4.11 year; and, in the case of residential property, whether the property is classified as homestead
4.12 or nonhomestead. The notice must clearly inform taxpayers of the years to which the market
4.13 values apply and that the values are final values;

4.14 (2) the items listed below, shown separately by county, city or town, and state general
4.15 tax, agricultural homestead credit under section 273.1384, school building bond agricultural
4.16 credit under section 273.1387, voter approved school levy, other local school levy, and the
4.17 sum of the special taxing districts, and as a total of all taxing authorities:

4.18 (i) the actual tax for taxes payable in the current year; and

4.19 (ii) the proposed tax amount.

4.20 If the county levy under clause (2) includes an amount for a lake improvement district
4.21 as defined under sections 103B.501 to 103B.581, the amount attributable for that purpose
4.22 must be separately stated from the remaining county levy amount.

4.23 In the case of a town or the state general tax, the final tax shall also be its proposed tax
4.24 unless the town changes its levy at a special town meeting under section 365.52. If a school
4.25 district has certified under section 126C.17, subdivision 9, that a referendum will be held
4.26 in the school district at the November general election, the county auditor must note next
4.27 to the school district's proposed amount that a referendum is pending and that, if approved
4.28 by the voters, the tax amount may be higher than shown on the notice. In the case of the
4.29 city of Minneapolis, the levy for Minneapolis Park and Recreation shall be listed separately
4.30 from the remaining amount of the city's levy. In the case of the city of St. Paul, the levy for
4.31 the St. Paul Library Agency must be listed separately from the remaining amount of the
4.32 city's levy. In the case of Ramsey County, any amount levied under section 134.07 may be
4.33 listed separately from the remaining amount of the county's levy. In the case of a parcel
4.34 where tax increment or the fiscal disparities areawide tax under chapter 276A or 473F

5.1 applies, the proposed tax levy on the captured value or the proposed tax levy on the tax
5.2 capacity subject to the areawide tax must each be stated separately and not included in the
5.3 sum of the special taxing districts; and

5.4 (3) the increase or decrease between the total taxes payable in the current year and the
5.5 total proposed taxes, expressed as a percentage.

5.6 For purposes of this section, the amount of the tax on homesteads qualifying under the
5.7 senior citizens' property tax deferral program under chapter 290B is the total amount of
5.8 property tax before subtraction of the deferred property tax amount.

5.9 (e) The notice must clearly state that the proposed or final taxes do not include the
5.10 following:

5.11 (1) special assessments;

5.12 (2) levies approved by the voters after the date the proposed taxes are certified, including
5.13 bond referenda and school district levy referenda;

5.14 (3) a levy limit increase approved by the voters by the first Tuesday after the first Monday
5.15 in November of the levy year as provided under section 275.73;

5.16 (4) amounts necessary to pay cleanup or other costs due to a natural disaster occurring
5.17 after the date the proposed taxes are certified;

5.18 (5) amounts necessary to pay tort judgments against the taxing authority that become
5.19 final after the date the proposed taxes are certified; and

5.20 (6) the contamination tax imposed on properties which received market value reductions
5.21 for contamination.

5.22 (f) Except as provided in subdivision 7, failure of the county auditor to prepare or the
5.23 county treasurer to deliver the notice as required in this section does not invalidate the
5.24 proposed or final tax levy or the taxes payable pursuant to the tax levy.

5.25 (g) If the notice the taxpayer receives under this section lists the property as
5.26 nonhomestead, and satisfactory documentation is provided to the county assessor by the
5.27 applicable deadline, and the property qualifies for the homestead classification in that
5.28 assessment year, the assessor shall reclassify the property to homestead for taxes payable
5.29 in the following year.

5.30 (h) In the case of class 4 residential property used as a residence for lease or rental
5.31 periods of 30 days or more, the taxpayer must either:

6.1 (1) mail or deliver a copy of the notice of proposed property taxes to each tenant, renter,
6.2 or lessee; or

6.3 (2) post a copy of the notice in a conspicuous place on the premises of the property.

6.4 The notice must be mailed or posted by the taxpayer by November 27 or within three
6.5 days of receipt of the notice, whichever is later. A taxpayer may notify the county treasurer
6.6 of the address of the taxpayer, agent, caretaker, or manager of the premises to which the
6.7 notice must be mailed in order to fulfill the requirements of this paragraph.

6.8 (i) For purposes of this subdivision and subdivision 6, "metropolitan special taxing
6.9 districts" means the following taxing districts in the seven-county metropolitan area that
6.10 levy a property tax for any of the specified purposes listed below:

6.11 (1) Metropolitan Council under section 473.132, 473.167, 473.249, 473.325, 473.446,
6.12 473.521, 473.547, or 473.834;

6.13 (2) Metropolitan Airports Commission under section 473.667, 473.671, or 473.672; and

6.14 (3) Metropolitan Mosquito Control Commission under section 473.711.

6.15 For purposes of this section, any levies made by the regional rail authorities in the county
6.16 of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, or Washington under chapter 398A
6.17 shall be included with the appropriate county's levy.

6.18 (j) The governing body of a county, city, or school district may, with the consent of the
6.19 county board, include supplemental information with the statement of proposed property
6.20 taxes about the impact of state aid increases or decreases on property tax increases or
6.21 decreases and on the level of services provided in the affected jurisdiction. This supplemental
6.22 information may include information for the following year, the current year, and for as
6.23 many consecutive preceding years as deemed appropriate by the governing body of the
6.24 county, city, or school district. It may include only information regarding:

6.25 (1) the impact of inflation as measured by the implicit price deflator for state and local
6.26 government purchases;

6.27 (2) population growth and decline;

6.28 (3) state or federal government action; and

6.29 (4) other financial factors that affect the level of property taxation and local services
6.30 that the governing body of the county, city, or school district may deem appropriate to
6.31 include.

7.1 The information may be presented using tables, written narrative, and graphic
7.2 representations and may contain instruction toward further sources of information or
7.3 opportunity for comment.

7.4 **EFFECTIVE DATE.** This section is effective for property taxes payable in 2022 and
7.5 thereafter.

7.6 Sec. 4. Minnesota Statutes 2020, section 275.065, is amended by adding a subdivision to
7.7 read:

7.8 **Subd. 3b. Notice of proposed property taxes required supplemental information. (a)**
7.9 The county auditor must prepare a separate statement to be delivered with the notice of
7.10 proposed taxes described in subdivision 3. The statement must fit on one sheet of paper and
7.11 contain for each parcel:

7.12 (1) for the county, city or township, and school district in which the parcel lies, the
7.13 certified levy for the current taxes payable year, the proposed levy for taxes payable in the
7.14 following year, and the increase or decrease between these two amounts, expressed as a
7.15 percentage;

7.16 (2) summary budget information listed in paragraph (b); and

7.17 (3) information on how to access each taxing authority's website where the taxpayer can
7.18 find the proposed budget and information on how to participate in person and remotely in
7.19 the Minnesota Property Taxpayer's Day meetings, held pursuant to subdivision 11.

7.20 (b) Summary budget information must contain budget data from the county, city, and
7.21 school district that proposes a property tax levy on the parcel for taxes payable the following
7.22 year. For the school district, the summary budget data must include the information provided
7.23 to the public under section 123B.10, subdivision 1, paragraph (b), for the current year and
7.24 following year. For the county and city, the reported summary budget data must contain
7.25 the same information, in the same categories, and in the same format as provided to the
7.26 Office of the State Auditor as required by section 6.745. The statement must provide the
7.27 governmental revenues and current expenditures information in clauses (1) and (2) for the
7.28 taxing authority's budget for taxes payable the following year and the taxing authority's
7.29 budget from taxes payable in the current year, as well as the percent change between the
7.30 two years. The city must provide the county auditor with the summary budget data at the
7.31 same time as the information required under subdivision 3. Only cities with a population
7.32 at least 500 are required to report the data described in this paragraph. If a city with a
7.33 population over 500 fails to report the required information to the county auditor, the county

- 8.1 auditor must list the city as "budget information not reported" on the portion of the statement
8.2 dedicated to the city's budget information. The statement may take the same format as the
8.3 annual summary budget report for cities and counties issued by the Office of the State
8.4 Auditor. The summary budget data must include:
- 8.5 (1) a governmental revenues category, including and separately stating:
- 8.6 (i) "property taxes" defined as property taxes levied on an assessed valuation of real
8.7 property and personal property, if applicable, by the city and county, including fiscal
8.8 disparities;
- 8.9 (ii) "special assessments" defined as levies made against certain properties to defray all
8.10 or part of the costs of a specific improvement, such as new sewer and water mains, deemed
8.11 to benefit primarily those properties;
- 8.12 (iii) "state general purpose aid" defined as aid received from the state that has no
8.13 restrictions on its use, including local government aid, county program aid, and market
8.14 value credits; and
- 8.15 (iv) "state categorical aid" defined as revenues received for a specific purpose, such as
8.16 streets and highways, fire relief, and flood control, including but not limited to police and
8.17 fire state aid and out-of-home placement aid; and
- 8.18 (2) a current expenditures category, including and separately stating:
- 8.19 (i) "general government" defined as administration costs of city or county governments,
8.20 including salaries of officials and maintenance of buildings;
- 8.21 (ii) "public safety" defined as costs related to the protection of persons and property,
8.22 such as police, fire, ambulance services, building inspections, animal control, and flood
8.23 control;
- 8.24 (iii) "streets and highways" defined as costs associated with the maintenance and repair
8.25 of local highways, streets, bridges, and street equipment, such as patching, seal coating,
8.26 street lighting, street cleaning, and snow removal;
- 8.27 (iv) "sanitation" defined as costs of refuse collection and disposal, recycling, and weed
8.28 and pest control;
- 8.29 (v) "human services" defined as activities designed to provide public assistance and
8.30 institutional care for individuals economically unable to provide for themselves;
- 8.31 (vi) "health" defined as costs of the maintenance of vital statistics, restaurant inspection,
8.32 communicable disease control, and various health services and clinics;

9.1 (vii) "culture and recreation" defined as costs of libraries, park maintenance, mowing,
9.2 planting, removal of trees, festivals, bands, museums, community centers, cable television,
9.3 baseball fields, and organized recreation activities;

9.4 (viii) "conservation of natural resources" defined as the conservation and development
9.5 of natural resources, including agricultural and forestry programs and services, weed
9.6 inspection services, and soil and water conservation services;

9.7 (ix) "economic development and housing" defined as costs for development and
9.8 redevelopment activities in blighted or otherwise economically disadvantaged areas, including
9.9 low-interest loans, cleanup of hazardous sites, rehabilitation of substandard housing and
9.10 other physical facilities, and other assistance to those wanting to provide housing and
9.11 economic opportunity within a disadvantaged area; and

9.12 (x) "all other current expenditures" defined as costs not classified elsewhere, such as
9.13 airport expenditures, cemeteries, unallocated insurance costs, unallocated pension costs,
9.14 and public transportation costs.

9.15 (c) If a taxing authority reporting this data does not have revenues or expenditures in a
9.16 category listed in paragraph (b), then the taxing authority must designate the amount as "0"
9.17 for that specific category.

9.18 (d) The supplemental statement provided under this subdivision must be sent in electronic
9.19 form or by e-mail if the taxpayer requests an electronic version the notice of proposed
9.20 property taxes under subdivision 3, paragraph (a).

9.21 **EFFECTIVE DATE.** This section is effective for property taxes payable in 2022 and
9.22 thereafter.

9.23 Sec. 5. Minnesota Statutes 2020, section 275.065, is amended by adding a subdivision to
9.24 read:

9.25 **Subd. 11. Minnesota Property Taxpayer's Day.** (a) Notwithstanding any other provision
9.26 of law, on the first Wednesday following the first Monday in December, each county, city
9.27 with a population of at least 500, and each school district must annually hold a meeting to
9.28 discuss each taxing authority's proposed budget and levy for the upcoming taxes payable
9.29 year, prior to the final budget and levy determination. This meeting shall be known as
9.30 "Minnesota Property Taxpayer's Day."

9.31 (b) Counties must begin a meeting at 6:00 p.m. and discuss the county's budget and levy.
9.32 The public must be allowed to speak no later than 20 minutes after the start of the meeting.
9.33 Cities must begin a meeting to discuss their budget and levy at 7:00 p.m. and must allow

10.1 the public to speak no later than 20 minutes after the start of the meeting. School districts
10.2 must begin a meeting to discuss their budget and levy at 8:00 p.m. and must allow the public
10.3 to speak no later than 20 minutes after the start of the meeting.

10.4 (c) Each taxing jurisdiction must broadcast the meeting virtually and provide a method
10.5 for the public to participate in person and remotely. Information about the meeting, including
10.6 instructions on how to participate remotely, must be posted on the website of each taxing
10.7 jurisdiction required to hold a meeting under this subdivision by November 10.

10.8 **EFFECTIVE DATE.** This section is effective July 1, 2021.



City Council Action Request

Council Meeting Date:	March 1, 2021	Agenda Item Number:	6.G.
Agenda Section:	Consent	Originating Department:	City Clerk
Resolution	No	Prepared by:	Judy R. Thompson, City Clerk
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments		Presented By:	Judy R. Thompson, City Clerk
Item:	Civic Center Arena Special Event by On-Sale Liquor License Holder Permit-Curling Bonspiel		

RECOMMENDED ACTION:

Motion By: _____ **Second By:** _____, to Approve the Civic Center Arena Special Event by On-Sale Liquor License Holder Permit on a Roll Call Vote

COMMITTEE/BOARD/COMMISSION RECOMMENDATION: N/A

OVERVIEW:

The Civic Center has rented space to the Willmar Curling Club who will hold a 2-day Curling Bonspiel on March 12 and 13, 2021, with plans to serve alcohol. A Civic Center Arena Special Event Permit is required to distribute or consume alcohol on the Civic Center grounds for this event. TPI Core Inc. dba Holiday Inn/Green Mill Willmar has applied for these permits with on-site employee listed as Travis Lohre.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

1. Deny the serving of alcohol during the Curling Bonspiel event.

BUDGETARY/FISCAL ISSUES: \$100.00 application fee.

ATTACHMENTS: N/A

Willmar Lakes Area CVB Board Meeting
Via Zoom
Tuesday, January 19, 2021 @ 12:00 Noon

Members Present: Rob Baumgarn, Dave Henle, John Wallin, Judy Thompson, Sue Steinert, Sabrina Lere, Audrey Nelsen, Janet Demuth, David Feist, Dave Baker, Art Benson and Steve Gardner

Members Excused: Ken Warner and Doug Kuehnast

Members Absent: John Dahl

Staff Present: Beth Fischer and Tanya Rosenau

- I. **Call to Order:** Steinert called the meeting to order at 12:05pm.
 - a. **Welcome to New Board Members:**
 - i. **County Commissioner Steve Gardner**
 - ii. **Chamber Board Liaison John Wallin**
 - b. **Self-Introductions:** Self-introductions were done.
 - c. **Additions or corrections to the agenda:** There were no additions or corrections to the agenda.

- II. **Approve Minutes from the December 15, 2020 Meeting:** It was MSC (m/Baker; s/Henle) to approve the minutes from the December 15, 2020 meeting.

- III. **Financial Report:** Thompson presented the financial report and reviewed the lodging tax revenues report. It was MSC (m/Benson, s/Nelsen) to approve the financial report as it was presented.

- IV. **Committee Reports/Updates:**
 - a. **Sports:** Baumgarn shared that the Willmar WarHawks played Friday and Saturday and attendance was low. Girls hockey will host St. Cloud and they can have up to 150 people. They are following all procedures and protocols.
 - i. **Facility Policy Discussion:** The Parks & Recreation Department is in the process of putting together a facility use policy. The policy would state who gets charged to use City facilities and how much they would be charged. They are working on a facility policy and fee structure that will be fair and consistent for organizations and also tournaments. The policy won't be implemented this year for the baseball tournament as registrations are already being accepted. Feist would like Fischer on the committee to help guide the policy decisions and to keep it all competitive with other communities. Fischer shared the importance of the Willmar Youth Baseball Tournament and the economic impact it brings to the area. Baker also requested that Fischer be at the table for discussions on the fees charged.
 - b. **Leisure:** Fischer shared the committee did not meet in January. For the month of December there were 1769 inquiries compared to 2112 in 2019. Year to date there have been 21,640 inquiries for information. It is up over 2019 even with the pandemic. Top ad producers for the year were ExploreMinnesota.com, Ad Taxi, Compass Media, Facebook, Google Ads and Midwest Living. Website traffic was down 2.44% over last year for December and 7.72% for 2020 compared to LY. Pages per session and duration on the site were up compared to LY.

[Gardner joined the meeting]

- c. **Meetings & Conventions:** No new business to report.
- d. **Visitor Guide:** Steinert shared that they will meet each week now until the visitor guide goes to print mid-February. Fischer sent out emails to all 2020 advertisers and most will keep their ad in the guide this year. So far, she has received two new advertisers. At their latest meeting, they discussed the need to lower the page count from 56 to 48 pages. They have decided to take out the education page, possibly reduce the worship pages, and shrink the event pages down to two. They are looking

for new photos for the guide and a great photo for the cover. Please email any photos you have that you think will work for the guide to Fischer. By removing the date on the cover and taking out the event dates they are creating a longer shelf life for the guide to make sure all printed copies are distributed. Anything that is taken out or reduced will refer to the website for complete information.

V. Affiliated Partnership Updates/Reports (if applicable):

- a. **Spicer Commercial Club:** Fischer shared that Winterfest started last weekend with the castle build and the Central Minnesota Pond Racing event. This weekend PWELC will be on Green Lake from 2-5pm with kick sleds, smores and fireworks will be at 6pm. Backup date for fireworks is January 30th.
- b. **New London:** No report was received from Dahl. Fischer shared that Mill Pond Mercantile has closed and their restaurants have been busy. All their firefighters and EMT workers that wanted the COVID-19 vaccination have received it.

VI. Executive Director Report: Fischer reviewed the January Executive Director Report. She noted some upcoming events: Sno-Skippers Speed Runs, Spicer Winterfest, Lakes Area Classic Figure Skating Competition and the MN 7th Congressional District Convention in March. She has contracted ad space to display the visitor guide in the MSP Airport in 2021 and extended the contract with Mall of America through June. She has submitted ads to Snow Goer, MN Monthly, AAA Living, Midwest Meetings Guidebook, Minnesota Bike Guide, and MN Travel Guide. She has also contracted ad space in the Ultimate Travel Guide and the 12 Weeks of Summer Campaign with MN Monthly. She submitted a proposal to host the NARFE Convention in May of 2023. She continues to assist with the Willmar Youth Baseball Tournament scheduled for June 11-13 with hotel accommodations. The Northwest Sport Show has cancelled for 2021. The one remaining sport show is in Sioux Falls in early March. A complete copy of the Executive Director's Report is available upon request from the CVB office.

VII. Other Business:

a. Word Around the Community:

- i. **Demuth:** Pools opened back up this past weekend at 25% capacity and the weekends are starting to pick up again.
- ii. **Nelsen:** There is a City Council meeting tonight with the three new council members. They will talk about the Improvement hearing for 2021 street projects and are scheduled to approve a sales tax bond for \$5 million. The LOST project committees are meeting and working on each project.
- iii. **Henle:** The Spicer EDA has a meeting today to discuss the 16-unit apartment opening this spring and another 43-unit apartment that will hopefully continue to make progress.
- iv. **Thompson:** Thompson welcomed Wallin and Gardner to the CVB Board.
- v. **Rosenau:** Rosenau welcomed Wallin and Gardner to the CVB Board.
- vi. **Wallin:** Wallin shared that he is the game night producer for BBE and NLS basketball games for Lakeland Broadcasting.
- vii. **Baker:** Baker visited with the YMCA and the Spicer daycare is filling up fast. Both daycares are at 85-90% capacity. He continues to try and get vaccines to essential workers and hospitality people. They are coming up with a new texting system to be told when the vaccine is available. He is also working on a Hospitality Recovery Act to give some relief or sales tax exemptions to those in the Hospitality Industry. He expects the inauguration of the new president to go smoothly this week.
- viii. **Baumgarn:** He shared that the Invest in Willmar project of the Recreation & Event Center is in the final stages of development. The public will soon be able to view what the subcommittee has designed and give feedback.
- ix. **Lere:** The Oaks is back open.
- x. **Feist:** Feist welcomed Wallin and Gardner to the CVB Board. He wished pools were open for more than 25% capacity, but it is better than nothing. He is also excited to have the restaurants open again.

- xi. **Gardner:** Gardner apologized for being late due to the County Commissioner meeting and shared that they talked quite a bit about Broadband. They also got an update from the EDC that 15 different businesses will receive \$265,000 for tier one funding of the MPR Grant.
 - xii. **Steinert:** Steinert shared that she is glad for the mild winter but concerned for the thickness of the ice for the people that ice fish.
- b. **Other:** Fischer shared that Larry Kleindl will do a County Campground presentation at the next meeting.
- c. **Next Meeting:** February 16, 2021

II. **Adjournment:** Feist adjourned the meeting at 12:58pm.

Respectfully Submitted by,

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



City of Willmar
CONVENTION & VISITORS BUREAU
Balance Sheet as of January 31, 2021
(As of 02/04/21)

(Amounts Subject to Change As Year-End Has not Yet Been Closed)

Assets

Cash	\$	1,402.13
Bremer Wealth Money Market	\$	251.76
Petty Cash		50.00
Investments		274,969.31
Taxes Receivable		1,105.25
Accounts Receivable		-
Prepaid Expenses		5,002.58
Interest Receivable		258.41
Total Assets	\$	283,039.44

Liabilities

Accounts Payable	\$	-
Total Liabilities		-

Fund Balance

Restricted Fund Balance - Prepaid Expenses		7,343.26
Restricted Fund Balance - Governor's Fishing Opener		22,521.31
Committed Fund Balance - CVB		30,544.27
Assigned Fund Balance - Petty Cash/CVB		50.00
Assigned Fund Balance - CVB		222,580.60
Total Fund Balance		283,039.44

Total Liabilities & Fund Balance **\$ 283,039.44**





City of Willmar
CONVENTION & VISITORS BUREAU
Balance Sheet as of December 31, 2020
(As of 02/04/21)

(Amounts Subject to Change As Year-End Has not Yet Been Closed)

Assets

Cash	\$ 7,193.43
Bremer Wealth Money Market	\$ 205.90
Petty Cash	50.00
Investments	274,969.31
Taxes Receivable	8,281.83
Accounts Receivable	-
Due From Governor's Fishing Opener	-
Prepaid Expenses	5,002.58
Prepaid Expenses - GFO Marketing	-
Interest Receivable	322.60
Total Assets	\$ 296,025.65

Liabilities

Accounts Payable	\$ 12,231.83
Total Liabilities	12,231.83

Fund Balance

Restricted Fund Balance - Prepaid Expenses	7,343.26
Restricted Fund Balance - Governor's Fishing Opener	22,521.31
Committed Fund Balance - CVB	30,544.27
Assigned Fund Balance - Petty Cash/CVB	50.00
Assigned Fund Balance - CVB	223,334.98
Total Fund Balance	283,793.82

Total Liabilities & Fund Balance **\$ 296,025.65**



Lodging Tax History

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
January	\$ 7,998.33	\$ 7,855.69	\$ 8,682.75	\$ 9,803.51	\$ 10,143.12	\$ 9,356.74	\$ 8,863.45	\$ 8,485.83	\$ 8,884.20	\$ 8,809.36	\$ 9,592.37	\$ 10,146.02	\$ 11,242.91	\$ 12,481.92	\$ 16,072.96	\$ 15,411.55	\$ 14,438.84	\$ 14,232.85	\$ 14,148.02
February	\$ 8,273.68	\$ 8,564.69	\$ 8,499.71	\$ 10,224.37	\$ 10,054.13	\$ 9,566.54	10,602.01	\$ 8,480.61	\$ 10,444.66	\$ 10,611.48	\$ 11,908.11	\$ 10,911.35	\$ 13,578.53	\$ 13,861.89	\$ 12,644.59	\$ 13,282.01	\$ 13,934.28	\$ 14,552.98	\$ 15,048.46
March	\$ 8,369.92	\$ 7,834.79	\$ 8,617.73	\$ 9,891.40	\$ 9,769.91	10,355.41	\$ 11,159.67	\$ 9,627.34	\$ 11,072.50	\$ 10,383.91	\$ 11,246.07	\$ 12,286.25	\$ 11,960.20	\$ 13,268.74	\$ 11,951.98	\$ 14,443.01	\$ 14,696.50	\$ 15,673.47	\$ 9,303.62
April	\$ 8,364.42	\$ 8,217.88	\$ 8,791.84	\$ 10,683.76	\$ 10,486.74	\$ 10,298.58	\$ 11,256.15	\$ 8,896.70	\$ 10,582.99	\$ 11,572.47	\$ 9,979.39	\$ 11,762.97	\$ 12,280.28	\$ 20,893.77	\$ 16,855.81	\$ 15,757.48	\$ 16,409.14	\$ 17,819.29	\$ 4,588.16
May	\$ 10,054.26	\$ 9,078.07	\$ 9,523.49	\$ 11,180.11	\$ 11,916.43	\$ 12,498.33	\$ 11,400.34	\$ 9,590.19	\$ 10,405.48	\$ 12,184.92	\$ 13,372.89	\$ 13,011.30	\$ 13,953.56	\$ 27,168.41	\$ 16,576.02	\$ 15,746.72	\$ 20,539.88	\$ 20,001.25	\$ 7,314.51
June	\$ 12,103.69	\$ 11,693.46	\$ 13,263.93	\$ 13,222.78	\$ 14,656.50	\$ 14,272.52	\$ 13,587.59	\$ 14,138.00	\$ 14,192.88	\$ 16,310.94	\$ 17,056.44	\$ 17,723.80	\$ 21,493.18	\$ 31,353.36	\$ 23,587.69	\$ 26,686.49	\$ 28,342.49	\$ 24,163.13	\$ 12,608.70
July	\$ 13,956.28	\$ 14,304.97	\$ 16,313.57	\$ 16,679.03	\$ 17,455.49	\$ 17,601.37	\$ 18,627.95	17,670.65	\$ 18,118.86	\$ 21,102.74	\$ 19,419.80	\$ 20,870.17	\$ 23,504.27	\$ 31,335.96	\$ 21,423.26	\$ 27,584.55	\$ 28,880.56	\$ 26,044.25	\$ 16,449.45
August	\$ 12,484.49	\$ 12,430.55	\$ 13,557.57	\$ 15,367.67	\$ 15,814.31	\$ 16,146.49	\$ 15,076.77	\$ 14,583.82	\$ 16,871.90	\$ 17,099.31	\$ 18,441.81	\$ 19,836.73	\$ 19,602.33	\$ 26,012.06	\$ 24,542.87	\$ 26,921.27	\$ 26,212.67	\$ 25,113.28	\$ 17,345.10
September	\$ 8,761.79	\$ 9,282.67	\$ 11,132.73	\$ 11,735.70	\$ 13,352.34	\$ 12,661.74	\$ 12,474.13	\$ 12,845.44	\$ 12,965.58	\$ 14,485.25	\$ 16,027.03	\$ 16,596.08	\$ 15,996.62	\$ 19,337.47	\$ 20,738.25	\$ 21,674.86	\$ 24,656.95	\$ 23,058.37	\$ 16,540.48
October	\$ 10,165.02	\$ 10,461.69	\$ 10,748.60	\$ 12,588.44	\$ 12,889.49	\$ 11,976.87	\$ 12,486.39	\$ 10,180.03	\$ 12,657.71	\$ 13,417.43	\$ 13,824.00	\$ 15,507.78	\$ 16,011.42	\$ 17,588.17	\$ 19,325.13	\$ 21,137.60	\$ 23,002.47	\$ 22,999.10	\$ 16,290.21
		\$ 12,994.55	\$ 12,147.50				\$ 14,931.70*	\$ 15,814.85*	\$ 14,889.20*										
November	\$ 6,602.76	\$ 8,430.63	\$ 8,898.66	\$ 10,188.40	\$ 10,176.16	\$ 9,264.87	\$ 9,444.09	\$ 8,785.56	\$ 9,312.75	\$ 11,366.74	\$ 11,414.80	\$ 12,603.31	\$ 12,749.26	\$ 13,727.63	\$ 15,342.87	\$ 14,726.67	\$ 17,698.50	\$ 17,729.37	\$ 8,651.30
	\$ 10,746.10		\$ 12,061.86	12,886.81*	13,780.05*					\$ 14,625.30	\$ 14,728.80	\$ 14,885.65	\$ 14,858.75	\$ 14,785.45	\$ 15,497.95	\$ 15,862.70	\$ 16,275.30	\$ 15,594.25	\$ 13,829.45
December	\$ 7,875.14	\$ 8,583.87	\$ 8,521.55	\$ 10,286.25	\$ 9,985.78	9,345.52	\$ 8,748.64	\$ 6,998.74	\$ 9,662.25	\$ 10,045.27	\$ 10,378.89	\$ 11,250.37	\$ 12,489.86	\$ 13,694.93	\$ 13,812.73	\$ 13,553.46	\$ 14,020.88	\$ 14,276.98	\$ 6,674.59
Total Lodging tax	\$ 125,755.88	\$ 129,733.51	\$ 138,699.63	\$ 153,913.28	\$ 149,046.17	\$ 157,316.91	\$ 149,764.53	\$ 138,486.75	\$ 145,171.76	\$ 161,969.85	\$ 177,390.40	\$ 187,391.68	\$ 199,721.17	\$ 255,509.76	\$ 228,372.11	\$ 242,798.37	\$ 259,108.46	\$ 251,258.57	\$ 156,792.05

*Kandiyohi County Camping Receipts

Willmar Main Street
Board Meeting
February 23, 2021

Members Present: Vicki Davis, Taylor Williamson, Janet Olney, Jill Wohnoutka, Abdiweli Yusuf, Pablo Obregon

Others: Sarah Swedburg, Alex Rau

The meeting was called to order by Vice President Taylor Williamson.

There was no additions or deletions to Agenda.

Consent Agenda: Motion made and seconded to approve consent agenda. Motion passed.

1. Minutes of 11.17.2020 meeting
2. Minutes of 1.19.2021 meeting
3. November 2020 Financials
4. December 2020 Financials (Not Final)
5. Q4 Reinvestment Statistics

Appointment of Abdiweli Yusuf to Board: Motion was made to appoint to Abdiweli Yusuf to board and seconded. Motion passed.

Reorganization of Chair, Vice Chair, and Secretary: A motion was made for Taylor Williamson to be chair, Janet Olney to be Vice Chair, and Jill Wohnoutka to be Secretary and seconded. Motion passed.

Old Business

6. Wayfinding Signage: Sarah handed out examples and explained the changes made. The total cost of \$1700 for both traffic and pedestrian signs. It was suggested to add sign at parking lot by Frieda's Café. The board did some edits to both signs. Sarah will get the changes to us and the board will decide via email to proceed. The highway signs will be done first and pedestrian sign will be done this summer.

New Business:

7. 2021 Work Plan Groups:
 - a. Marketing & Promotions: (4 meetings per year) Taylor and Jill
 - b. Economic Vitality: (4 meetings per year) Vicki and Abdiweli
 - c. Design/Organization: (2 meetings per year-May & November) Taylor and Jill
 - d. Artists on Main Street: (as needed meeting dates) Pablo and Janet
8. Meeting time and Date: Third Tuesday at 11am of each month

Updates:

9. Staff Report:
 - a. Downtown Assessment Update: Last call for downtown assessment survey and it will be done at the end of this week.
 - b. Blue Cross Blue Shield Public Art: The two artists are working on collection and site agreements.

- c. National Conference Update: We can now sign up and Sarah's fee is free. The conference will be April 12-14 and if we sign up 5 or more there is a discounts. Also registration for small businesses will be free.
- d. WMS Additional Staff Person: The position has been posted for the new staff person for Willmar Main Street. Jill will sit on hiring committee.
- e. Rethos: They have launched a program regarding the State Historic Tax Credit called Revitalize MN. The goal of this effort is to keep the tax credit in Minnesota. Willmar Main Street may be asked in the near future to determine if we'd like to support this effort in name.

Next Meeting is Tuesday, March 16 at 11am.

Meeting is adjourned at 12:55pm

Secretary,
Jill Wohnoutka



City Council Action Request

Council Meeting Date:	March 1, 2021	Agenda Item Number:	9.
Agenda Section:	Council	Originating Department:	Administration
Resolution	Yes	Prepared by:	Administrator Gramentz
Ordinance	No	Reviewed By:	Administrator Gramentz
No. of Attachments	Two	Presented By:	Administrator Gramentz
Item:	Intergovernmental Planning and Communications Committee Assignments		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution that changes the previous assignments for the Intergovernmental Planning and Communications Committee Assignments.

OVERVIEW:

The Council selected who acts as members and alternates for the Intergovernmental Planning and Communications Committee which consists of members from the County, School District and City.

It was noted from prior years that the Mayor and City Administrator should be assigned as members along with one Council Member and alternate(s) consisting of Council Members.

The present members and alternates are:

- Members: Audrey Nelsen
- Andrew Plowman
- Michael O'Brien

Alternates: City Administrator

The proposed members and alternates are:

- Members: Mayor
- City Administrator
- Michael O'Brien

Alternates: Audrey Nelsen
Andrew Plowman

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER;

If the appointments are needed to be changed sometime in the future due to meeting conflicts, this can be addressed.

ATTACHMENTS:

Resolution to Appoint

RESOLUTION NO. _____

APPOINTMENT TO INTERGOVERNMENTAL PLANNING AND COMMUNICATIONS COMMITTEE

Motion By: _____

Second By: _____

BE IT RESOLVED, by the City Council of the City of Willmar, Minnesota, that the 2021 through 2022 appointments to the intergovernmental Planning and Communications Committee be revised as follows:

COUNCIL LIAISON POSITION

(appointees observe and report to city council but do not vote on board/commission)

Intergovernmental Planning & Communications Committee:

	_____	Mayor
	_____	City Administrator
	_____	Michael O'Brien
Alternates:	_____	Audrey Nelsen
	_____	Andrew Plowman

Dated this 1st day of March, 2021

MAYOR

Attest:

CITY CLERK



City Council Action Request

Council Meeting Date:	March 1, 2021	Agenda Item Number:	10.
Agenda Section:	Council	Originating Department:	Administration
Resolution	Yes	Prepared by:	Administrator Gramentz
Ordinance	No	Reviewed By:	Administrator Gramentz
No. of Attachments		Presented By:	Administrator Gramentz
Item:	Accept Resignation of Human Resource Director and Initiate Recruitment Process		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution directing staff initiate the process of recruiting for the position of Human Resource Director.

OVERVIEW:

The City has received and accepted the resignation of the current Human Resource Director effective March 23, 2021.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER;

Authorize staff to initiate the process of recruitment for the Human Resource Director.

ATTACHMENTS:

Resolution to Adopt

RESOLUTION NO. _____

AUTHORIZATION TO INITIATE RECRUITMENT OF HUMAN RESOURCE DIRECTOR

Motion By: _____

Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the City Administrator be authorized initiate the recruitment process for Human Resource Director.

Dated this 1st day of March, 2021

MAYOR

Attest:

CITY CLERK



City Council Action Request

Council Meeting Date:	March 1, 2021	Agenda Item Number:	11.
Agenda Section:	Council	Originating Department:	Engineering Department
Resolution	Yes	Prepared by:	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	4	Presented By:	Sean E. Christensen, P.E. Public Works Director
Item:	Recommend adopting the resolutions entering into agreements with Bolton and Menk, Inc. for professional services related to EpiTopix watermain and sanitary sewer extensions.		

RECOMMENDED ACTIONS:

Motion By: _____ Second By: _____, to adopt a resolution entering into an agreement with Bolton and Menk, Inc. for professional services related to the EpiTopix watermain extension in the amount of \$111,760 contingent upon project approval by the City Council.

Motion By: _____ Second By: _____, to adopt a resolution entering into an agreement with Bolton and Menk, Inc. for professional services related to the EpiTopix sanitary sewer extension in the amount of \$189,590.

COMMITTEE/BOARD/COMMISSION RECOMMENDATIONS:

Recommend City Council adopt a resolution entering into an agreement with Bolton and Menk, Inc. for professional services related to the EpiTopix watermain extension in the amount of \$111,760 contingent upon project approval by the City Council.

Recommend City Council adopt a resolution entering into an agreement with Bolton and Menk, Inc. for the professional services related to the EpiTopix sanitary sewer extension in the amount of \$189,590.

OVERVIEW:

EpiTopix has requested the extension of the City’s municipal utilities to serve their property located in Willmar Township. With the service of City water and sewer, it will allow significant expansion of their veterinary vaccine production facility on 45th Street. The City was awarded a grant by the Innovative Business Development Public Infrastructure (IBDPI) of \$1,300,000 for the extension of the sanitary sewer. The remainder of the project for each service will be paid from bonding, EpiTopix and Wastewater funds. Proposals were submitted by Bolton and Menk for the professional civil engineering services on the watermain and sanitary sewer extensions.

BUDGETARY/FISCAL ISSUES:

Project estimates:

Watermain

Construction	\$790,500
Contingencies	\$79,050
Construction Services	\$54,325
<u>Design Engineering</u>	<u>\$57,435</u>
Total	\$981,310

Sanitary Sewer

Construction	\$1,277,000
Contingencies	\$127,700
Design Engineering	\$92,815
Construction Services	\$96,775
<u>Grant Funds</u>	<u>-\$1,300,000</u>
Total	\$294,290

ATTACHMENTS:

- Council Resolution
- Bolton and Menk Proposals



PW/PS Committee Action Request

Committee Meeting Date:	February 18, 2021	Agenda Item Number:	
Agenda Section:	Action Item	Originating Department:	Engineering Department
Resolution	No	Prepared by:	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	2	Presented By:	Sean E. Christensen, P.E. Public Works Director
Item:	Consider adoption of resolutions entering into agreements with Bolton and Menk, Inc. for professional services related to Epitopix watermain and sanitary sewer extensions.		

RECOMMENDED ACTIONS:

Motion By: _____ Second By: _____, to recommend the City Council adopt a resolution entering into an agreement with Bolton and Menk, Inc. for professional services related to the Epitopix watermain extension in the amount of \$111,760.

Motion By: _____ Second By: _____, to recommend the City Council adopt a resolution entering into an agreement with Bolton and Menk, Inc. for professional services related to the Epitopix sanitary sewer extension in the amount of \$189,590.

OVERVIEW:

Epitopix has requested the extension of the City’s municipal utilities to serve their property located in Willmar Township. With the service of City water and sewer, it will allow significant expansion of their veterinary vaccine production facility on 45th Street. The City was awarded a grant by the Innovative Business Development Public Infrastructure (IBDPI) of \$1,300,000 for the extension of the sanitary sewer. The remainder of the project for each service will be paid from bonding, Epitopix and Wastewater funds. Proposals were submitted by Bolton and Menk for the professional civil engineering services on the watermain and sanitary sewer extensions.

BUDGETARY/FISCAL ISSUES:

Project estimates:

Watermain

Construction \$790,500
Contingencies \$79,050
Engineering \$111,760
Total \$981,310

Sanitary Sewer

Construction \$1,277,000
Contingencies \$127,700
Engineering \$189,590
Grant Funds -\$1,300,000
Total \$294,290

ATTACHMENTS:
Council Resolutions
Bolton and Menk Proposals

Resolution No._____

A RESOLUTION AUTHROIZING ENTERING INTO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND BOLTON AND MENK, INC. FOR THE EPITOPIX WATERMAIN EXTENSION.

Motion By:_____ Second By:_____

WHEREAS the City of Willmar desires to retain a firm to provide engineering and construction related services for the Epitopix Watermain Extension Project; and

WHEREAS a proposal has been made by the firm of Bolton and Menk, Inc.;

BE IT RESOLVED by the City Council of the City of Willmar that said proposal be accepted and that the Mayor and City Administrator be authorized to execute an agreement on behalf of the City for the same contingent upon City Council approval of the project.

Dated this 1st day of March, 2021

Mayor

Attest:

City Clerk

Resolution No. _____

A RESOLUTION AUTHROIZING ENTERING INTO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND BOLTON AND MENK, INC. FOR THE EPITOPIX SANITARY SEWER EXTENSION.

Motion By: _____ Second By: _____

WHEREAS the City of Willmar desires to retain a firm to provide engineering and construction related services for the Epitopix Sanitary Sewer Extension Project; and

WHEREAS a proposal has been made by the firm of Bolton and Menk, Inc.;

BE IT RESOLVED by the City Council of the City of Willmar that said proposal be accepted and that the Mayor and City Administrator be authorized to execute an agreement on behalf of the City for the same.

Dated this 1st day of March, 2021

Mayor

Attest:

City Clerk



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

January 7, 2021

Mr. Sean Christensen
City of Willmar
P.O. Box 755
Willmar, MN 56201

Via e-mail: schristensen@willmarmn.gov

RE: Proposal: Epitopix Watermain Extension
City of Willmar

Dear Sean,

Bolton & Menk, Inc. is pleased to present this proposal for professional civil engineering services related to the Epitopix Watermain Extension. This proposal defines our scope of work, preliminary schedule, and cost for these services. Bolton & Menk understands the City of Willmar's expectation for the project.

We offer our expertise and knowledge needed to successfully plan, design, and manage the watermain extension on behalf of the City. Our experience and working relationship with the City have resulted in many successful projects together.

Thank you for the opportunity to submit this proposal. If you have any questions, please feel free to contact me at 612-756-0326 or email at jared.voge@bolton-menk.com. We look forward to working with the City of Willmar.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
Principal

PROJECT UNDERSTANDING

The project includes the extension of watermain from 1st Avenue W/CR55 to the Epitopix property on CR 55 south of Old TH 12. The watermain extension consists of approximately 3,200 feet of watermain piping ranging from 6 inches to 16 inches in diameter along with approximately 6 hydrants. A preliminary alignment for the improvement was developed in 2019.

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

SCOPE OF WORK

The Scope of Work can be summarized as follows:

1. PRELIMINARY DESIGN

- A. Survey Services
 - i. Provide survey services within the proposed project to the extent needed for the purposes of topographical information, design, and construction.
- B. Prepare 30% Design Plans
 - i. Prepare 30% Design Plans and cost estimates. Conduct a workshop meeting for review with stake holders and incorporate review changes.
- C. Permits
 - i. Develop and prepare a list of permits that are required for the project. The project will be reviewed and discussed with local and state agencies.

2. DESIGN PHASE

- A. Prepare 90% Project Documents
 - i. Prepare 90% Design Plans, technical specifications, and project manual, and conduct a workshop meeting with the City of Willmar for review. Incorporate review changes.
- B. Bidding Documents and Cost Estimate
 - i. Prepare and submit bidding documents for construction and a construction cost estimate.
- C. Permits and Approvals
 - i. Acquire regulatory permits and approvals.

3. ADVERTISEMENT & BIDDING

- A. Prepare Advertisement for Bids
 - i. Prepare advertisement for bids in accordance with funding requirements and advertise project via the West Central Tribune and QuestCDN.
- B. Prepare Addenda
 - i. Answer questions and prepare addenda as required to document changes or clarifications to the construction documents.
- C. Bidding
 - i. Coordinate, receive, and open bids for the project. Obtain copies of the submitted documents for review and tabulation. Prepare, provide, and review with the owner a bid analysis including a tabulation of all bids and bidding abstract. Recommend whether the project be awarded and Issue Notice of Award to Contractor.

D. Contract Documents

- i. Prepare Contract Documents for execution by the Owner and Contractor. Upon full execution of Contract Documents, prepare documents for the owner to issue a Notice to Proceed.

4. CONSTRUCTION SERVICES

A. Construction Contract Administration

- i. Perform the general administration of the Construction Contract. Bolton & Menk, Inc. will consult with the owner and act as the Owner's representative.
- ii. Review and approve, or take other appropriate action, with respect to Shop Drawings, submittals, and other data which the Contractor is required to submit.
- iii. Evaluate and determine the acceptability of substitutes proposed by the Contractor.
- iv. Application of Payment and accompanying supporting documentation from the contractor will be reviewed, processed, and recommended for payment based on the work completed.

B. Resident Project Representative

- i. Provide a qualified professional to serve as Resident Project Representative (RPR). This individual will perform construction administration and observation of the contractor's work while it is in progress. The RPR will make visits to the site at intervals appropriate to the various progress and stages of construction to observe and review the quality of work as required by the Contract Documents.
- ii. The RPR will require special inspections or tests of the Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by the Contract Documents.
- iii. Recommend the Contractor's work be rejected while it is in progress if it is believed such work will produce a project that does not conform generally to the Construction Documents or will prejudice the integrity of the design.
- iv. Provide clarifications and interpretations of the Contract Documents based on Contractor inquiries. Provide a Field Order if necessary.
- v. Recommend Change Orders and Work Change Directives to the Owner and prepare necessary contract documents.

C. Construction Staking

- i. Construction survey stakes will be provided for the contractor to complete construction according to the project design.

5. PROJECT CLOSE-OUT

A. Record Drawings

- i. Based on information obtained during construction through observing the work, Bolton & Menk will prepare record drawings per City of Willmar Standards.

B. Final Project Review & Letter of Acceptance

- i. Conduct a final review of the project with City of Willmar staff and prepare a punch list of items to be completed prior to project closeout or final payment. Ensure these items be completed in a timely matter and completion times are adhered to. A letter of engineering certification that the project was built per design specifications and acceptance of the project will be issued.

ASSUMPTIONS

This proposal is based upon the following assumptions:

- A. Geotechnical investigation and materials testing services will not be provided by Bolton & Menk, Inc.
- B. Costs associated with advertising the project for bids and any permits required will be the responsibility of the City of Willmar.
- C. Reimbursable fees related to the project are the responsibility of the City of Willmar.

PRELIMINARY SCHEDULE

Bolton & Menk, Inc. will initiate providing the scope of services immediately following execution of this proposal. Our proposed schedule for completing the major tasks outlined within this proposal includes estimated durations rather than specific dates since the project timeline is yet to be defined:

1. Preliminary Design	3 weeks
2. Design Phase	4 weeks
3. Bidding	3 weeks
4. Construction Services	6 weeks
5. Project Closeout	2 weeks

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

COST

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

TASK	ESTIMATED COST
Task 1 – Preliminary Design	\$22,395
Task 2 – Design Phase	\$35,040
Task 3 – Quotes	\$4,055
Task 4 – Construction Services	\$48,480
Task 5 – Project Closeout	\$1,790
TOTAL ESTIMATED COSTS	\$111,760

We propose an hourly Not To Exceed contract. We bill monthly based on hourly fees for each individual performing work on the project up to a total NOT TO EXCEED fee of \$111,760. We only bill for hours of work completed on the project. If the project requires less time, then we will only bill for the hours required. We will obtain your approval prior to proceeding with additional work outside our scope of services.

Because we understand the proposed scope of work is dynamic and subject to modification, our scope of services and estimated fee is open to further negotiation. We do not charge separately for typical

Epitopix Watermain Extension
January 7, 2021

expenses associated with operating a professional business. The fees identified above include vehicle and personnel expenses, mileage, telephone, and routine expendable supplies; and no separate charges will be made for these items.

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

Thank you!

Accepted by:

Printed Name Title

Signature Date

CONSULTANT SERVICES
AGREEMENT

THIS AGREEMENT made and signed this _____ day of _____, 2021, by and between the City of Willmar, County of Kandiyohi, State of Minnesota, hereinafter called the "OWNER" and Bolton & Menk, Inc. of Willmar, MN, hereinafter called the "CONSULTANT".

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

ARTICLE I. The Consultant hereby covenants and agrees to perform the scope of work as detailed in their proposal dated January 7, 2021, attached hereto and incorporated herein by reference as Exhibit 1, for the Epitopix Watermain Extension in accordance with the quotation, and this agreement, as approved by the City of Willmar and to do everything required by this agreement and quotation.


ARTICLE II. The Owner agrees to pay and the Consultant agrees to receive and accept payment in accordance with the prices as set forth in the quotation of Exhibit 1, and on file in the office of the City Clerk, Willmar, Minnesota, the aggregate of which prices, based on the stated unit quantity is a not to exceed figure of \$111,760.

ARTICLE III. In consideration of the agreements of Owner herein set out, Consultant does hereby agree to indemnify and hold harmless Owner, its officers, employees, and agents harmless from expenses, claims, and damages, or causes of action arising from injury or death to persons or from damage to property resulting from Consultant's performance in the delivery of this agreement, including, but not limited to, reasonable attorney's fees and costs.

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

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

CONSULTANT

By: 
(Signature)
Title: Principal
Print Name: Jared Voge

Date: 01-07-2021

OWNER

By: _____
(Signature)
Title: City Administrator
Print Name: Brian Gramentz

Date: _____

Resolution No. _____

A RESOLUTION AUTHROIZING ENTERING INTO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND BOLTON AND MENK, INC. FOR THE EPITOPIX SANITARY SEWER EXTENSION.

Motion By: _____ Second By: _____

WHEREAS the City of Willmar desires to retain a firm to provide engineering and construction related services for the Epitopix Sanitary Sewer Extension Project; and

WHEREAS a proposal has been made by the firm of Bolton and Menk, Inc.;

BE IT RESOLVED by the City Council of the City of Willmar that said proposal be accepted and that the Mayor and City Administrator be authorized to execute an agreement on behalf of the City for the same.

Dated this 1st day of March, 2021

Mayor

Attest:

City Clerk



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

January 7, 2021

Mr. Sean Christensen
City of Willmar
P.O. Box 755
Willmar, MN 56201

Via e-mail: schristensen@willmarmn.gov

RE: Proposal: Epitopix Sanitary Sewer Extension
City of Willmar

Dear Sean,

Bolton & Menk, Inc. is pleased to present this proposal for professional civil engineering services related to the Epitopix Sanitary Sewer Extension. This proposal defines our scope of work, preliminary schedule, and cost for these services. Bolton & Menk understands the City of Willmar's expectation for the project.

We offer our expertise and knowledge needed to successfully plan, design, and manage the sewer extension on behalf of the City. Our experience and working relationship with the City have resulted in many successful projects together.

Thank you for the opportunity to submit this proposal. If you have any questions, please feel free to contact me at 612-756-0326 or email at jared.voge@bolton-menk.com. We look forward to working with the City of Willmar.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
Principal

PROJECT UNDERSTANDING

The project includes the extension of sanitary sewer from the western interceptor sewer located west of CR 5 to the Epitopix property on CR 55 south of Old TH 12. The sewer extension consists of approximately 6,400 feet of 8-inch and 10-inch diameter pipe, approximately 24 manhole structures and 500 feet of casing. A preliminary alignment along New TH 12 and CR 55 was previously identified and included in a successful grant application for the project.

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

SCOPE OF WORK

The Scope of Work can be summarized of the following:

1. PRELIMINARY DESIGN

- a. Survey Services
 - i. Provide survey services within the proposed project to the extent needed for the purposes of topographical information, design, and construction.
- b. Prepare 30% Design Plans
 - i. Prepare 30% Design Plans and cost estimates. Conduct a workshop meeting for review with stake holders and incorporate review changes.
- c. Permits
 - i. Develop and prepare a list of permits that are required for the project. The project will be reviewed and discussed with local or state agencies including the DNR.

2. DESIGN PHASE

- a. Prepare 90% Project Documents
 - i. Prepare 90% Design Plans, technical specifications, and project manual, and conduct a workshop meeting with the City of Willmar for review. Incorporate review changes.
- b. Prepare Easement Descriptions and Exhibits
 - i. The project funding requires that the sanitary sewer be contained within an easement or public right-of-way. Easement descriptions and exhibits will be prepared for the city's use in satisfying the necessary funding requirements.
- c. Bidding Documents and Cost Estimate
 - i. Prepare and submit bidding documents for construction and a construction cost estimate.
- d. Permits and Approvals
 - i. Acquire regulatory permits and approvals.

3. ADVERTISEMENT & BIDDING

- a. Prepare Advertisement for Bids
 - i. Prepare advertisement for bids in accordance with funding requirements and advertise project via the West Central Tribune and QuestCDN.
- b. Prepare Addenda

- i. Answer questions and prepare addenda as required to document changes or clarifications to the construction documents.
- c. Bidding
 - i. Coordinate, receive, and open bids for the project. Obtain copies of the submitted documents for review and tabulation. Prepare, provide, and review with the owner a bid analysis including a tabulation of all bids and bidding abstract. Recommend whether or not the project be awarded and Issue Notice of Award to Contractor.
- d. Contract Documents
 - i. Prepare Contract Documents for execution by the Owner and Contractor. Upon full execution of Contract Documents, prepare documents for the owner to issue a Notice to Proceed.

4. CONSTRUCTION SERVICES

- a. Construction Contract Administration
 - i. Perform the general administration of the Construction Contract. Bolton & Menk, Inc. will consult with the owner and act as the Owner's representative.
 - ii. Review and approve, or take other appropriate action, with respect to Shop Drawings, submittals, and other data which the Contractor is required to submit.
 - iii. Evaluate and determine the acceptability of substitutes proposed by the Contractor.
 - iv. Application of Payment and accompanying supporting documentation from the contractor will be reviewed, processed, and recommended for payment based on the work completed.
- b. Resident Project Representative
 - i. Provide a qualified professional to serve as Resident Project Representative (RPR). This individual will perform construction administration and observation of the contractor's work while it is in progress. The RPR will make visits to the site at intervals appropriate to the various progress and stages of construction to observe and review the quality of work as required by the Contract Documents.
 - ii. The RPR will require special inspections or tests of the Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by the Contract Documents.
 - iii. Recommend the Contractor's work be rejected while it is in progress if it is believed such work will produce a project that does not conform generally to the Construction Documents or will prejudice the integrity of the design.
 - iv. Provide clarifications and interpretations of the Contract Documents based on Contractor inquiries. Provide a Field Order if necessary.
 - v. Recommend Change Orders and Work Change Directives to the Owner and prepare necessary contract documents.
- c. Construction Staking
 - i. Construction survey stakes will be provided for the contractor to complete construction according to the project design.

5. PROJECT CLOSE-OUT

- a. Record Drawings

- i. Based on information obtained during construction through observing the work, Bolton & Menk will prepare record drawings per City of Willmar Standards.
- b. Final Project Review & Letter of Acceptance
 - i. Conduct a final review of the project with City of Willmar staff and prepare a punch list of items to be completed prior to project closeout or final payment. Ensure these items be completed in a timely matter and completion times are adhered to. A letter of engineering certification that the project was built per design specifications and acceptance of the project will be issued.

ASSUMPTIONS

This proposal is based upon the following assumptions:

- A. Geotechnical investigation and materials testing services will not be provided by Bolton & Menk, Inc.
- B. Costs associated with advertising the project for bids and any permits required will be the responsibility of the City of Willmar.
- C. Reimbursable fees related to the project are the responsibility of the City of Willmar.

PRELIMINARY SCHEDULE

Bolton & Menk, Inc. will initiate providing the scope of services immediately following execution of this proposal. Our proposed schedule for completing the major tasks outlined within this proposal includes estimated durations rather than specific dates since the project timeline is yet to be defined:

1. Preliminary Design	4 weeks
2. Design Phase	10 weeks
3. Bidding	3 weeks
4. Construction Services	10 weeks
5. Project Closeout	2 weeks

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

COST

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

TASK	ESTIMATED COST
Task 1 – Preliminary Design	\$25,320
Task 2 – Design Phase	\$67,495
Task 3 – Quotes	\$4055
Task 4 – Construction Services	\$90,700
Task 5 – Project Closeout	\$2,620
TOTAL ESTIMATED COSTS	\$189,590

Epitopix Sanitary Sewer Extension
January 7, 2021

We propose an hourly Not To Exceed contract. We bill monthly based on hourly fees for each individual performing work on the project up to a total NOT TO EXCEED fee of \$189,590. We only bill for hours of work completed on the project. If the project requires less time, then we will only bill for the hours required. We will obtain your approval prior to proceeding with additional work outside our scope of services.

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

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

Thank you!

Accepted by:

Printed Name Title

Signature Date

CONSULTANT SERVICES
AGREEMENT

THIS AGREEMENT made and signed this _____ day of _____, 2021, by and between the City of Willmar, County of Kandiyohi, State of Minnesota, hereinafter called the "OWNER" and Bolton & Menk, Inc. of Willmar, MN, hereinafter called the "CONSULTANT".

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

ARTICLE I. The Consultant hereby covenants and agrees to perform the scope of work as detailed in their proposal dated January 7, 2021, attached hereto and incorporated herein by reference as Exhibit 1, for the EpiTopix Sanitary Sewer Extension in accordance with the quotation, and this agreement, as approved by the City of Willmar and to do everything required by this agreement and quotation.


ARTICLE II. The Owner agrees to pay and the Consultant agrees to receive and accept payment in accordance with the prices as set forth in the quotation of Exhibit 1, and on file in the office of the City Clerk, Willmar, Minnesota, the aggregate of which prices, based on the stated unit quantity is a not to exceed figure of \$189,590.

ARTICLE III. In consideration of the agreements of Owner herein set out, Consultant does hereby agree to indemnify and hold harmless Owner, its officers, employees, and agents harmless from expenses, claims, and damages, or causes of action arising from injury or death to persons or from damage to property resulting from Consultant's performance in the delivery of this agreement, including, but not limited to, reasonable attorney's fees and costs.

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

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

CONSULTANT

By: 
(Signature)
Title: Principal
Print Name: Jared Voge

Date: 01-07-2021

OWNER

By: _____
(Signature)
Title: City Administrator
Print Name: Brian Gramentz

Date: _____



City Council Action Request

Council Meeting Date:	March 1, 2021	Agenda Item Number:	12.
Agenda Section:	Council	Originating Department:	Wastewater Department
Resolution	Yes	Prepared by:	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	2	Presented By:	Sean E. Christensen, P.E. Public Works Director
Item:	Recommend adopting the resolution entering into agreement with Bolton and Menk, Inc. for professional services related to the Highway 12 Lift Station elimination.		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution entering into an agreement with Bolton and Menk, Inc. for professional services related to the Highway 12 Lift Station Elimination.

COMMITTEE/BOARD/COMMISSION RECOMMENDATIONS:

Recommend City Council adopt a resolution entering into an agreement with Bolton and Menk, Inc. for professional services related to the Highway 12 Lift Station Elimination.

OVERVIEW:

The existing Highway 12 lift station is over 50 years old and operating at maximum capacity. This has prevented the City from allowing any development within this drainage basin. There have been several sanitary sewer overflows due to rain. The last pump upgrade was in 2005. The age of the system and parts becoming obsolete prevents another pump upgrade. By eliminating the station, all sanitary sewer would gravity flow to the Western Interceptor line which is designed to handle additional volume and allow for future development. A proposal was submitted by Bolton and Menk for the professional services related to the lift station elimination and includes engineering, design, bidding and project management. They anticipate, if awarded the contract, to complete preliminary engineering and design this summer and advertise for construction bids on or before August 15th.

BUDGETARY/FISCAL ISSUES:

The 2021 CIP includes \$700,000 for the project. There was originally \$100,000 in 2019 CIP for design services that has been reabsorbed into the Wastewater fund.

Estimated Design	\$100,000
<u>Estimated Construction</u>	<u>\$700,000</u>
Estimated Total	\$800,000

ATTACHMENTS:

- Council Resolution
- Bolton and Menk Proposal



PW/PS Committee Action Request

Committee Meeting Date:	February 18, 2021	Agenda Item Number:	
Agenda Section:	Action Item	Originating Department:	Wastewater Department
Resolution	No	Prepared by:	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	2	Presented By:	Sean E. Christensen, P.E. Public Works Director
Item:	Consider adoption of resolutions entering into agreements with Bolton and Menk, Inc. for professional services related to the Highway 12 Lift Station elimination.		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to recommend the City Council adopt a resolution entering into an agreement with Bolton and Menk, Inc. for professional services related to the Highway 12 Lift Station Elimination.

OVERVIEW:

The existing Highway 12 lift station is over 50 years old and operating at maximum capacity. This has prevented the City from allowing any development within this drainage basin. There have been several sanitary sewer overflows due to rain. The last pump upgrade was in 2005. The age of the system and parts becoming obsolete prevents another pump upgrade. By eliminating the station, all sanitary sewer would gravity flow to the Western Interceptor line which is designed to handle additional volume and allow for future development. A proposal was submitted by Bolton and Menk for the professional services related to the lift station elimination and includes engineering, design, bidding and project management. They anticipate, if awarded the contract, to complete preliminary engineering and design this summer and advertise for construction bids on or before August 15th.

BUDGETARY/FISCAL ISSUES:

The 2021 CIP includes \$700,000 for the professional services and construction of the project. Final Professional Service fees are being negotiated and will be presented at the committee meeting.

ATTACHMENTS:

- Council Resolution
- Bolton and Menk Proposal

Resolution No. _____

A RESOLUTION AUTHROIZING ENTERING INTO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND BOLTON AND MENK, INC. FOR THE TH NO. 12 LIFT STATION ELIMINATION.

Motion By: _____ Second By: _____

WHEREAS the City of Willmar desires to retain a firm to provide engineering and construction related services for the Highway 12 Lift Station Elimination Project; and

WHEREAS a proposal has been made by the firm of Bolton and Menk, Inc.;

BE IT RESOLVED by the City Council of the City of Willmar that said proposal be accepted and that the Mayor and City Administrator be authorized to execute an agreement on behalf of the City for the same.

Dated this 1st day of March, 2021

Mayor

Attest:

City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

January 29, 2021

Sean Christensen, P.E.
Public Works Director
City of Willmar
P.O. Box 755
Willmar, MN 56201

RE: Hwy 12 Lift Station Elimination Project

Dear Mr. Christensen:

The City of Willmar is ready to initiate the Hwy 12 Lift Station Elimination Project in conjunction with the 2020 & 2021 CIP. We understand what needs to be accomplished for the successful completion of the Hwy 12 Lift Station Elimination Project and why you have chosen us for this work:

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

Continuity – City staff and our project team have the history, knowledge, and affiliation on this project due to our successful completion with other similar projects: Westwood Court Lift Station, Country Club Drive Lift Station, Gorton Avenue Lift Station, Fairgrounds Lift Station, and Armory Lift Station.

Value – Our understanding of the project and delivery process will allow us to complete your project efficiently while minimizing the amount of time required of city staff. You can be assured we will provide exceptional professional service and maintain a commitment to managing cost effectiveness, quality, and satisfaction.

Enclosed with this cover letter is our proposed scope of services, compensation, and timeline of activities. We are excited at the opportunity to complete the Hwy 12 Lift Station Elimination Design. Please contact me at 320-905-3520 or joshua.halvorson@bolton-menk.com if you have any questions regarding our proposal.

Respectfully Submitted,

Bolton & Menk, Inc.

Joshua Halvorson, P.E.
Principal Engineer

SCOPE OF WORK

The City of Willmar can be assured the Bolton & Menk team understands the project and will provide outstanding technical deliverables with superior project management in a timely and cost-effective manner. The detailed scope of work below is outlined by tasks addressing all elements of the project thru design. The tasks proposed is derived from our previous meetings discussing the project, experience working with the City on similar projects, and the proposed schedule.

Task 1 – Preliminary Engineering

Subtask 1.1 – Kick-off Meeting

The kick-off meeting is an important component of the overall project process, as it helps establish communication among city and utility staff members and the project team. At the meeting, the entire project process will be discussed, beginning with the review of the scope of services and the associated work plan/schedule continuing through means and methods of deliverables, billings, reviews, meetings, coordination and communication, and associated protocols. The proposed sanitary sewer alignment will be discussed to obtain any additional information the city may have regarding potential conflicts or property owner concerns.

Deliverables: Meeting minutes, including contact information, will be provided to the city and filed in the project file

Subtask 1.2 – Survey Services

Topographical data based on NAD 83 horizontal and NAVD 88 vertical datums will be collected, along with existing elevations and the location of structures and utilities. A Gopher State One Call ticket will be generated for the project. Bolton & Menk will work with city engineering staff and municipal utilities staff to verify all utilities are accounted for. All available record drawing information will be requested. Since the proposed improvements will require easements and have the potential for property to be acquired, existing easements and property boundaries will be determined to provide

legal descriptions and exhibits for acquiring the easements/property. Prior to conducting the topographic survey, Bolton & Menk will coordinate property owner notifications regarding the survey.

Deliverables: Point file with coordinates, elevations, and corresponding line work in .dwg format

Subtask 1.3 – 30% Design

Based on the project kick-off meeting, survey data collected, Bolton & Menk will prepare 30% plans and corresponding cost estimates for the project. The 30% plans will include anticipated invert elevations, pipe alignment, preliminary construction plans associated with existing. The 30% plans will be presented at a workshop and reviewed with the project team. Meeting notes will be prepared following the workshop.

Deliverables: 30% design plans, cost estimate, workshop meeting notes

Subtask 1.4 – Easements

In order to minimize impacts with the project and avoid costly street restoration, easements or property acquisition have been identified during our meetings. Following the 30% design meeting, we will determine the area needed to construct the improvements, identify property owners, and provide legal descriptions and exhibits to the city for use in acquiring the easements/property.

Deliverables: Legal descriptions and exhibits for city use in acquiring easements and property

Subtask 1.5 – Permits

Based on the project scope and review of the 30% plans and easement requirements, Bolton & Menk will prepare a list of permits required for the project. A NPDES construction stormwater permit is expected to be required based on the area to be disturbed with the project. Other required permits will be investigated. The permit list will include submittal dates, agency contact information, and anticipated fees.

Deliverables: Comprehensive list of permits with their associated fees

Task 2 – Design Phase

Subtask 2.1 – 90% Design

Based on comments received during the 30% workshop and easement locations, 90% design plans and a project manual including technical specifications as well as SWPPP requirements will be prepared. The 90% design plans will be reviewed with the project team at a workshop and any required changes will be incorporated into the documents.

Deliverables: 90% design plans, project manual including technical specifications, workshop meeting notes

Subtask 2.2 – Lift Station Decommissioning

Bolton & Menk will evaluate the potential ways of taking the lift station out of service. Considerations for constructability, existing utilities, the soil boring report, accessibility, maintenance, and long-term impacts will be evaluated.

Deliverables: Analysis with drawings illustrating lift station removal/decommissioning to existing right-of-way, easements, impacts, and depths.

Subtask 2.3 – Develop Staging Plan

The continuous, uninterrupted operation of the existing sanitary sewer system is crucial to successful project completion. As a result, Bolton & Menk, in collaboration with city staff, will develop a staging plan for the decommissioning of the existing lift station with installation and start-up phases of the project. Although means and methods cannot be dictated to the contractor, required construction sequences can.

Deliverables: Staging plan to be incorporated into the specifications

Subtask 2.4 – Bidding Documents and Cost Estimate

Following review of the plans and specifications by the city, final plans and specifications incorporating city and agency comments will be prepared for the project. A construction cost estimate based on the bidding documents will be provided.

Deliverables: Bidding documents, cost estimate

Subtask 2.5 – Permits and Approvals

Based on the permit list developed in subtask 1.5, all regulatory permits will be prepared and submitted to the appropriate agencies. Bolton & Menk will submit the permit applications along with the necessary fees. Reimbursement for permit fees will be requested.

Deliverables: Necessary regulatory permits

Task 3 – Bidding

Subtask 3.1 – Advertisement for Bids

Bolton & Menk will prepare the project advertisement for bids while working closely with city staff to ensure the bid opening date fits with council workshop and meeting schedules. Due to the anticipated cost of the project, the advertisement will continue for a minimum of 21 days via the West Central Tribune, QuestCDN, Bolton & Menk's website, and be provided to the city for posting on the city website. Advertisement costs will be paid by the City of Willmar.

Deliverables: Advertisement for bids, affidavit of publication

Subtask 3.2 – Distribution of Bidding Documents

Bolton & Menk will distribute bidding documents through QuestCDN. A QuestCDN project number will be obtained and included in the advertisement for bids, and all contract documents will be available for download by contractors and suppliers via QuestCDN. In addition, hard copies of the documents will be provided to contractors and suppliers via UPS for a fee, should they request them. A plan holders list will be maintained for the project.

Deliverables: Bidding documents, plan holders list

Subtask 3.3 – Prepare Addenda

Based on questions received from contractors and suppliers during the advertisement process, Bolton & Menk will prepare all addenda required for the project. Addenda will be distributed via QuestCDN.

Deliverables: Addenda

Subtask 3.4 – Bid Opening

Bolton & Menk will conduct the project bid opening at City Hall. Prior to the bid opening, a bid tabulation identifying all anticipated bidders will be prepared so the bid amounts, when read, can be recorded. Following the

evaluation of the bids, a bid abstract will be prepared and include unit prices and extensions for each bid item submitted by each bidder. The abstract will be completed in Excel format and provided to the city. After the abstract has been prepared, Bolton & Menk will provide a recommendation letter to the city regarding the award of a contract. The bid analyzing process will include communication with the low bidder regarding previous similar project experience, verification of all contract requirements, reference checks, and debarment verification. The bid abstract and recommendation letter are expected to be provided to the city within two days following bid opening. Following the award of a contract by the city council, Bolton & Menk will issue a Notice of Award to the contractor.

Deliverables: Bid tabulation, bid abstract, recommendation of award letter, Notice of Award

Subtask 3.5 – Contract Documents

Following the award of the contract by the city council, Bolton & Menk will prepare contract documents, obtain all insurance and bonding requirements from the contractor, verify all required information has been provided by the contractor, and prepare documents for the city to issue a Notice to Proceed.

Deliverables: Fully executed contract documents

Task 4 – Project Management

Subtask 4.1 – Public Information

Keeping the public and stakeholders informed is a crucial component to a successful project. Information or meetings will be completed as necessary to keep the public informed as a result of the project. Bolton & Menk staff will meet with concerned citizens and property owners to discuss the project and address questions and concerns in a timely manner. Our staff will return all phone calls and respond to e-mails as quickly as possible. In addition, a summary of conversations with property owners and residents will be documented. Meeting minutes will be prepared.

Deliverables: Correspondence summary and meeting minutes

Subtask 4.2 –Funding

Bolton & Menk will work with City Staff to develop budgets and formulate funding sources identified for the

improvements. While working with the city engineer and finance director, separate funding and construction calendars will be prepared and distributed for the timing of any work and proposed improvements.

Deliverables: Construction and funding calendars and budgets

Subtask 4.3 – City Meetings

Bolton & Menk will assist City staff to keep council and committees advised of the project status. We can attend meetings when the project is on the agenda to present information regarding the project and respond to questions. We will provide the necessary meeting materials needed in such effort.

Deliverables: Meeting materials

Subtask 4.4 – File Management System

At the end of the project, or when requested, electronic files can be sent to the City of Willmar. Access to the assembled files can be provided electronically, eliminating the need for distribution via flash drives, external hard drives, or other means. Paper and electronic copies of all project documents will be provided. All files will be reviewed for completeness and accuracy prior to distribution.

Deliverables: Hard and electronic copy of project files

SCHEDULE

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

- Task 1: Preliminary Engineering.....May 1, 2021
- Task 2: Design Phase.....July 1, 2021
- Task 3: Bidding.....August 15, 2021
- Task 4: Project Management.....Ongoing during Project

This schedule will be adjusted as progress of tasks, permitting, and approvals drive the completion of subsequent project tasks. The owner will be made aware of any deviations to this schedule that effect or jeopardize the intent of the project or change the scope of this proposal.

COMPENSATION

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

TASK	ESTIMATED COST
Task 1 – Preliminary Engineering	\$50,525
Task 2 – Design Phase	\$66,860
Task 3 – Bidding	\$6,335
Task 4 – Project Management	\$6,805
TOTAL ESTIMATED COSTS	\$130,525

* Please see the attached Estimated Hours and Detailed Cost Estimate for additional information.

We propose an hourly Not to Exceed contract. We bill monthly based on hourly fees for each individual performing work on the project up to a total NOT TO EXCEED fee of \$130,525. We only bill for hours of work completed on the project. If the project requires less time, then we will only bill for the hours required. We will obtain your approval prior to proceeding with additional work outside our scope of services.

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

ASSUMPTIONS

Bolton & Menk has prepared this proposal with the following assumptions:

1. The costs associated with the publication of the advertisement for bids as well as all required permit fees will be reimbursed to Bolton & Menk or paid directly by the City of Willmar. These fees have not been included in the proposal.
2. The work plan and tasks identified in this proposal will be completed within the time frame illustrated in the schedule.
3. Any Geotechnical Investigation is not included with this scope of work. We will work with City Staff to determine the needs of these services.

Estimated Hours

Client: City of Willmar Project: TH 12 LS Elimination		Bolton & Menk, Inc.							
Task No.	Work Task Description	Principal-in-Charge	Project Manager	Project Engineer	Design Engineer	Licensed Surveyor	Survey Technician	Clerical	Totals
1.0 Preliminary Engineering									
1.1	Kick-off meeting	1	1	1				1	4
1.2	Survey services		1	1	4	5	44		55
1.3	30% design	8	24	60	200		4	10	306
1.4	Easements		1	4	2	6	20	1	34
1.5	Permits		1	6	4			1	12
Subtotal Hours - Task 1		9	28	72	210	11	68	13	411
2.0 Design Phase									
2.1	90% design	12	32	80	280			16	420
2.2	Lift Station Decommissioning		2	8	24				34
2.3	Develop Staging Plan		1	10	8				19
2.4	Bidding documents and cost estimate	5	16	20	20			16	77
2.5	Permits and approvals		4	6	4			1	15
Subtotal Hours - Task 2		17	55	124	336	0	0	33	565
3.0 Bidding									
3.1	Advertisement for bids		3	2				8	13
3.2	Distribution of bidding documents		1	2				4	7
3.3	Prepare addenda		2	2				2	6
3.4	Bid support services	1	2					1	4
3.5	Bid opening	1	2	1				4	8
3.6	Contract documents	2	4		4			12	22
Subtotal Hours - Task 4		4	14	7	4	0	0	31	60
4.0 Project Management									
4.1	Public information	2	4	2				2	10
4.2	Funding	1	2	2				1	6
4.3	City Meetings	4	4						8
4.4	File management system		4	4				32	40
Subtotal Hours - Task 4		7	14	8	0	0	0	35	64

Detailed Cost Estimate

Client: City of Willmar Project: Hwy 12 Lift Station Elimination		Bolton & Menk, Inc.								
Task No.	Work Task Description	Principal-in-Charge	Project Manager	Project Engineer	Design Engineer	Licensed Surveyor	Survey Technician	Clerical	Total Hours	Total Cost
1.0	Preliminary Engineering	9	28	72	210	11	68	13	411	\$50,525
2.0	Design Phase	17	55	124	336	0	0	33	565	\$66,860
3.0	Bidding	4	14	7	4	0	0	31	60	\$6,335
4.0	Project Management	7	14	8	0	0	0	35	64	\$6,805
TOTAL LABOR COSTS										\$130,525.00
Total Hours		37	111	211	550	11	68	112	1100	
Average Hourly Rate		\$170.00	\$145.00	\$120.00	\$115.00	\$150.00	\$140.00	\$75.00		
Subtotal		\$6,290	\$16,095	\$25,320	\$63,250	\$1,650	\$9,520	\$8,400		
TOTAL FEE										\$130,525.00



City Council Action Request

Council Meeting Date:	March 1, 2021	Agenda Item Number:	13.
Agenda Section:	Finance	Originating Department:	Finance
Resolution	Yes	Prepared by:	Steve Okins, Finance Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	2	Presented By:	Steve Okins, Finance Director
Item:	Intergovernmental Transfer and ECPN Payments with Carris Health		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution authorizing the Mayor and City Administrator to execute the agreement for Intergovernmental Transfer and ECPN Payments by and between Carris Health, Rice Memorial Hospital, Rice Care Center and the City of Willmar.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:

To formally approve the execution of the Intergovernmental Transfer Agreement and ECPN Payments.

OVERVIEW:

Pursuant to the affiliation agreement and related operating lease agreement between the City of Willmar, CentraCare Health System and Carris Health, the real property upon which Rice Hospital’s facilities and the Care Center’s facilities are located, is exempt from paying real estate taxes. Previously, Rice Hospital and the City have entered into agreements whereby the hospital would remit to the city annual negotiated intergovernmental transfer payments in consideration for the municipal services provided to Rice Hospital by the City. Both parties desire to continue this annual intergovernmental transfer. Details of the payments are included in the agreement.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

BUDGETARY/FISCAL ISSUES:

This agreement will continue to provide revenue annually. The ECPN reimbursement may be reduced to more accurately reflect the actual costs anticipated to be expended.

ATTACHMENTS:

- Resolution
- Agreement



Finance Committee Action Request

Committee Meeting Date:	February 18, 2021	Agenda Item Number:	3.a.ii.
Agenda Section:		Originating Department:	Finance
Resolution	Yes	Prepared by:	Steve Okins, Finance Director
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	25	Presented By:	Steve Okins, Finance Director
Item:	Intergovernmental Transfer and ECPN Payments with Carris Health		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution authorizing the Mayor and City Administrator to execute the agreement for Intergovernmental Transfer and ECPN Payments by and between Carris Health, Rice Memorial Hospital, Rice Care Center and the City of Willmar.

OVERVIEW:

Pursuant to the affiliation agreement and related operating lease agreement between the City of Willmar, CentraCare Health System and Carris Health, the real property upon which Rice Hospital’s facilities and the Care Center’s facilities are located, is exempt from paying real estate taxes. Previously, Rice Hospital and the City have entered into agreements whereby the hospital would remit to the city annual negotiated intergovernmental transfer payments in consideration for the municipal services provided to Rice Hospital by the City. Both parties desire to continue this annual intergovernmental transfer. Details of the payments are included in the agreement.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

BUDGETARY/FISCAL ISSUES:

This agreement will continue to provide revenue annually. The ECPN reimbursement may be reduced to more accurately reflect the actual costs anticipated to be expended.

ATTACHMENTS:

- Resolution
- Agreement

RESOLUTION NO. ____

CARRIS HEALTH INTERGOVERNMENTAL TRANSFER AGREEMENT

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar to authorize the Mayor and Administrator to execute the "Agreement for Intergovernmental Transfer and ECPN Payments by and between Carris Health, Rice Memorial Hospital, Rice Care Center and the City of Willmar" effective January 1, 2021.

Dated this 1st day of March, 2021

Mayor

Attest:

City Clerk

**AGREEMENT FOR INTERGOVERNMENTAL TRANSFER AND ECPN PAYMENTS BY AND
BETWEEN CARRIS HEALTH RICE MEMORIAL HOSPITAL, RICE CARE CENTER AND
THE CITY OF WILLMAR**

This Agreement is made and entered into this _____ of _____, by and between Carris Health, LLC, a Minnesota non-profit limited liability company, Carris Health Rice Memorial Hospital, a hospital located in the City of Willmar (hereinafter referred to as "Rice Hospital"), Rice Care Center, a nursing facility located in the City of Willmar (herein referred to as Care Center), and the City of Willmar, a Minnesota municipal corporation (hereinafter referred to as "City") (the "Agreement"), WITNESSETH:

WHEREAS, Rice Hospital is a public Hospital located at 301 Becker Avenue Southwest in the City and possesses the powers of a nonprofit corporation relative to its delivery of healthcare services pursuant to Minn. Stat. § 144.581;

WHEREAS, Care Center is a nursing facility located at 1801 Willmar Avenue SW, Willmar, MN 56201;

WHEREAS, pursuant to the Affiliation Agreement and related Operating Lease Agreement between the City, CentraCare Health System, and Carris Health, the City, (hereinafter referred to as "Lease Agreement") acting pursuant to its statutory authority under Minn. Stat. § 447.47, leased and transferred the operations of Rice Hospital and Care Center to Carris Health and Carris Health assumed the day-to-day operations of Rice Hospital and Care Center and, in connection therewith, acquired certain operating assets and employees of Rice Hospital and Care Center, pursuant to Article II of the Lease Agreement;

WHEREAS, the real property upon which Rice Hospital's facilities in the City and Care Center's facilities in the City are located is exempt from paying real estate taxes;

WHEREAS, Rice Hospital and the City have previously entered into agreements whereby the Hospital would remit to the City annual negotiated intergovernmental transfer payments in consideration for the municipal services provided to Rice Hospital by the City, and the Hospital agreed to continue making such annual payments to the City in Article III, Section 3.1 of the Lease as part of the consideration for the rights granted to the Hospital under the Lease;

WHEREAS, the parties desire to implement the annual intergovernmental transfer required in Article III, Section 3.1 of the Lease as outlined below:

WHEREAS, the parties intend to participate in the Equitable Cost-sharing for Publicly-owned Nursing facilities;

NOW, THEREFORE, BE IT RESOLVED by and between the parties as follows:

- I. Effective January 2018, Rice Hospital's annual intergovernmental transfer payments to the City shall be made in four equal installments in the amount of one quarter of the annual payment on required for such year pursuant to Article III, Section 3.1 of the Lease on March 30, June 30, September 30, and December 30 of each year. Rice Hospital shall pay to the City an annual intergovernmental transfer payment in the amount provided for in Article III, Section 3.1 of the Lease pursuant to Article III of the Lease Agreement.

2. Furthermore for the purpose of supporting the Rice Care Center in terms of additional reimbursement received by the Care Center, an additional payment related to Equitable Cost-sharing for Publicly-owned Nursing facilities (ECPN) program and for the period of January 1, 2018 through December 31, 2018, Carris Health will pay the City \$3,850.00 per month.
3. In addition and related to ECPN, for the period of January 1, 2019 through December 31, 2019, Carris Health will pay the City \$9,400.00 per month.
4. In addition and related to ECPN, for the period of January 1, 2020 through December 31, 2020, Carris Health will pay the City \$5,900.00 per month.
5. In addition and related to ECPN, for the period January 1, 2021 through December 31, 2021, Carris Health will pay the City \$11,033.72 per month.
6. The parties hereby agree that the terms and conditions of this Agreement shall remain in effect through December 31, 2021.
7. The parties further agree that this Agreement shall be renegotiated annually and that this Agreement may only be modified by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first referenced above.

CITY OF WILLMAR

CARRIS HEALTH RICE MEMORIAL HOSPITAL

By: _____

By: _____

Mayor

By: _____

City Administrator

**Application for Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN)
Minnesota Statutes, 256R.48**

For the earliest effective date of January 1, 2020 through December 31, 2020

(please type or print)

1) Facility			
Legal Name Carris Health - Rice Memorial Hospital	Address 1801 Willmar Ave. SW Willmar, MN 56201	Provider NPI Number 1245280080	
Administrator of Facility			
Name/Title Pamela Adam, Administrator	Address (if different from above)	Phone 320-214-2745	Email Address pamela.adam@carrishealth.com
Other Facility Contact			
Name/Title Jackie, Hinderks, Director Revenue Cycle	Address (if different from above)	Phone 320-231-4425	Email Address jaclyn.hinderks@carrishealth.com
2) Physical Plant Owner			
Legal Name City of Willmar	Address PO Box 755 Willmar, MN 56201	Email Address	
Contact			
Name/Title Brian Gromentz, Interim City Administrator	Address (if different from above) 333 Southwest 6 th St. Willmar, MN 56201	Phone 320-235-4913	Email Address bgromentz@willmarmn.gov
3) License Holder (if different from #2)			
Legal Name	Address	Email Address	
Contact			
Name/Title	Address (if different from above)	Phone	Email Address
4) Election for requested rate increase:			
<i>ft(</i> Facility requests an increase to the payment rate of \$11.24, not to exceed \$11.24 per resident day.			

5) Terms and Conditions
The undersigned understands and agrees that: <ul style="list-style-type: none"> • Participation is through December 31, 2020 unless terminated by either party. • Application to participate in this program is voluntary and may be terminated with thirty days written notice. • Commissioner may reduce payment rates under the ECPN program and may terminate the program at any time at the sole discretion of the commissioner. • The new or increased contributions for the non-federal share of the Medicaid payments are certified to be

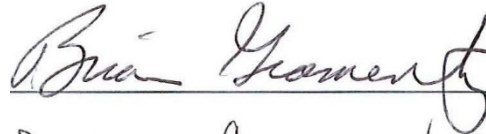
voluntary and the State is in no way requiring provision of the funding.

- The full benefit of participation in the ECPN program must stay with the nursing facility. The owner agrees to not take any of the benefit away from the facility. **The nursing facility agrees that facility resources will not be used to pay the non-federal share of Medicaid payments to the local government entity or to the State. The owner agrees to not use facility resources to pay the non-federal share of Medicaid payments.**
- The intergovernmental transfer for the increased contribution for the non-federal share of Medicaid payments must be received prior to the payment of the alternate rate.
- During the effective period of this application, owner may reduce participation level one time during the rate year, with at least 30 days written notice before the first day of any month.
- To continue participation in the ECPN program, the local government entity must either be the facility license holder or owner of the physical plant. Participation in the program will be terminated effective on the first day of the month following a change in status if the local entity is no longer either the facility license holder or owner of the physical plant. On the date of termination, payment rates will be adjusted to the level they would have been if the local government entity had not participated.
- If the amount of owner's obligation changes during participation due to census changes owner shall notify OHS. OHS will adjust amount of agreed upon contribution accordingly.

I certify that the information contained herein is true and accurate to the best of my knowledge, that I accept the Terms and Conditions stated in part 5 of this application and that I am authorized to submit this application on behalf of the owner.

By signing this, Local Governmental Entity agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments

Signature of Representative of Local Governmental Entity:



Print Name:

Brian Gramentz

Title:

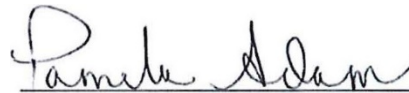
City Administrator

Date:

12-- 11/19

By signing this, Nursing Facility agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments

Signature of Administrator of Facility:



Print Name:

μ |Y|tl_ Ad.tN

Title:

Administrator

Date:

11/26/19

Return Completed Form either by email or by US Postal to:

Gary M. Johnson
Nursing Facility Rates & Policy
Department of Human Services
PO Box 64973
St. Paul, MN 55164-0973

Gary.m.johnson@state.mn.us