



**WILLMAR CITY COUNCIL MEETING  
TUESDAY, JULY 6, 2021 AT 6:00 PM  
BOARD ROOM, HEALTH AND HUMAN SERVICES BUILDING  
2200 – 23<sup>RD</sup> STREET NE, WILLMAR, MINNESOTA**

**AGENDA**

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Consent Items
  - Approve:
    - A. City Council Minutes of June 21, 2021
    - B. Special City Council Minutes of June 22, 2021
    - C. Special City Council Minutes of June 28, 2021
    - D. Willmar Municipal Utilities Commission Minutes of June 28, 2021
    - E. Park and Recreation Board Minutes of May 19, 2021
    - F. Accounts Payable Report for June 11 –June 24, 2021
    - G. Consider MN State One-Day to Four-Day Temporary On-Sale Liquor License Permit for Kandiyohi County Fair Association
    - H. Consider MN State One-Day to Four-Day Temporary On-Sale Liquor License Permit for Foxhole Brewhouse Inc.
    - I. Consider Spurs Corporation On-Sale Intoxicating Liquor License
    - J. Accept Projects and Authorize Final Payment
      - Project No. 1901-B Reconstruction of 13<sup>th</sup> and 14<sup>th</sup> Street SE
      - Project No. 2001-C Water Main Replacement on West Highway 12
    - K. Consider Working Out of Class Policy for Interim Public Works Director Gary Manzer
    - L. Consider Extension of Temporary Employment with John Harren as Interim City Administrator
    - M. Consider Resolution Dedicating Matching Funds MN DNR Shade Tree Grant Program
  - Accept:
    - N. Airport Commission Minutes of March 24, 2021
    - O. Central Community Transit Minutes of January 26, 2021
  - Information:
    - P. Application for Willmar Municipal Utilities Commission – Shawn Mueske
6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Consider Lease Agreement Permitting the Installation and Maintenance of a Mural on the Exterior of 309 SW Litchfield Avenue
9. Consider Re-appropriation of Funds in the CIP to Replace Public Works Fuel System
10. Consider Introduction of TIF Plan, TIF District, TIF Development Agreement and Adopt Resolution Calling for a Public Hearing

11. "Community Pride" Announcements

12. 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 Strategical Retreat to prioritize and reach a consensus with respect to views on capital projects.

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

WHEREAS, the following summary of capital priorities was reached:

Facilities:

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

Stormwater Management:

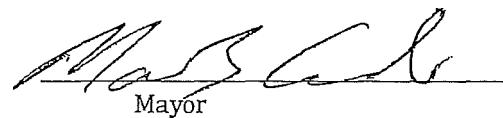
1. Western Interceptor (design 2017, construction 2018) **COMPLETED**
2. Menards (design and land purchase 2018, construction 2019)
3. Kennedy School Area (not likely in the next five years)
4. Analyze annually and adjust plans **COMPLETED** **ONGOING**

Parks:

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

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

Dated this 7<sup>th</sup> day of August, 2017



Mark Carlson  
Mayor

Attest:



Judy Thompson  
City Clerk

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

June 21, 2021  
6:00 p.m.

The regular meeting of the Willmar City Council was called to order by the Mayor Marv Calvin. Members present on a roll call were Mayor Marv Calvin, Council Members Rick Fagerlie, Thomas Butterfield, Michael O'Brien, Justin Ask, Vicki Davis, and Audrey Nelsen. Present 7, Absent 2. Council Members Julie Asmus and Andrew Plowman arrived later in the meeting.

Also present were Interim City Administrator John Harren, Police Chief Jim Felt, Finance Director Steve Okins, Interim Public Works Director Gary Manzer, Fire Chief Frank Hanson, Parks and Recreation Director Rob Baumgarn, 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. Council Member Nelsen seconded the motion which carried, on a roll call vote of Ayes 6, Noes 0.

City Clerk Judy Thompson reviewed the consent agenda.

- A. City Council Minutes of June 7, 2021
- B. Willmar Municipal Utilities Commission Minutes of June 14, 2021
- C. Rice Hospital Board Minutes of December 2, 2020
- D. Rice Hospital Board Minutes of March 3, 2021
- E. Human Rights Commission Appointments - Jonathan Dahl and John Kellen
- F. Accounts Payable Report of May 27 – June 10, 2021
- G. Miscellaneous Finance Reports
- H. 2022 Budget Calendar
- I. Police Commission Minutes of April 22, 2021
- J. Charter Commissions Minutes of May 11, 2021
- K. Human Rights Commission Minutes of March 16, 2021
- L. Police Department Statistics for the Month of May, 2021

Council Member Fagerlie offered a motion to introduce **Resolution No. 2021-135 Approving Consent Agenda Items**. Council Member Nelsen asked that Item H. be removed for discussion. Council Member O'Brien noted John Kellen's name was omitted when reading the consent agenda items. Mayor Calvin stated Mr. Kellen asked to be removed due to personal reasons at this time. Council Member Nelsen seconded the motion to approve the consent agenda, with removal of Item H., which carried on a roll call vote of Ayes 6, Noes 0.

Council Member Nelsen inquired about the proposed budget calendar and Council's involvement in discussion and setting priorities for the proposed budget. Mayor Calvin stated he has followed the established process and expressed his desire to have a retreat once a city administrator is hired. Following discussion, Council Member Nelsen offered a motion to approve Item H. Council Member Fagerlie seconded the motion which carried, on a roll call vote of Ayes 6, Noes 0.

At 6:06 p.m. Mayor Calvin opened the public hearing for an ordinance amending Ordinance Chapter 17, Surface Water Management, Sec. 17-32 Discharge Prohibitions. Environmental Specialist Sara Sietsema provided pertinent information to the Mayor and Council.

There being no one present to speak for or against said ordinance, Mayor Calvin closed the public hearing at 6:09 p.m. and opened it up for discussion by the Council. Following discussion, Council Member Fagerlie introduced **Ordinance No. 1465 An Ordinance Amending Chapter 17, Surface Water Management, Article III, Illicit Discharge and Illegal Connection, Section 17-32, Discharge Prohibitions**. Council Member Nelsen seconded the motion which carried, on a roll call vote of Ayes 6, Noes 0.

Mayor Calvin recognized Willmar Fests Chairman James Miller who thanked the City Council and staff for their help and support and extended invitations to the events scheduled for the 76th annual community celebration. He noted the 75th anniversary would have been celebrated in 2020 but due to COVID, it will be celebrated in 2021. This year, the coffee with the candidates at the Goodness Coffee House will kick off Willmar Fests at 9:00 a.m. on Wednesday, June 23rd. He acknowledged the many great sponsors who make this celebration happen. He touched on the many events of the festival to include the Block Party on Thursday, June 24th at 4:15 p.m., the Grand Day Parade on Saturday, June 26th at 10:30 a.m., coronation at 3:00 p.m. followed by the Little Crow Ski Show at 7:30 p.m., and the "Works Over Water" Fireworks Show at 10:00 p.m.

Mr. Miller then introduced the current 2019-2020 Willmar Fests Royalty: Queen of Festivals Abby Valladarez, Aqua Princess Brielle Thorpe, and International Princess Maddie Stoeberl. The royalty thanked the Mayor and Council for their past support and gave a presentation of some events they had attended as representatives of Willmar. Mayor Calvin thanked them for their commitment as Ambassadors for the City and for their attendance at numerous parades and city celebrations.

Mayor Calvin presented a request to rescind City Council Resolution No. 2020-044, dated March 16, 2020, declaring the local emergency due to the COVID-19 pandemic.

Following discussion, Council Member Fagerlie offered a motion to approve the Mayor's request. Council Member Butterfield seconded the motion which carried.

Council Member Nelsen offered a motion to continue the hybrid option for Council, staff, and persons making presentations. Council Member Davis seconded the motion which carried.

City Attorney Robert Scott presented a request to adopt the emergency ordinance to allow temporary commercial use of public property. Mr. Scott noted the Council has approved such ordinance in the past and this version will expire in 60 days or when the state level peacetime emergency declared by Governor Walz ends, whichever comes first.

Following discussion, Council Member O'Brien offered a motion to adopt, assign a number and publish **Ordinance No. 1466 An Emergency Ordinance Temporarily Permitting Limited Sales of Goods and Delivery of Services Within Public Rights-of-Way and Other City Property During the COVID-19 Local Emergency**. Council Member Nelsen seconded the motion which carried, on a roll call vote of Ayes 6, Noes 0.

Due to the length and cost of publishing entire Ordinance, Council Member Fagerlie introduced **Resolution No. 2021-136 Authorization to Publish Ordinance No. 1466 An Emergency Ordinance Temporarily Permitting Limited Sales of Goods and Delivery of Services Within Public Rights-of-Way and Other City Property During the COVID-19 Local Emergency By Summary**. Council Member Nelsen seconded the motion which carried, on a roll call vote of Ayes 6, Noes 0.

Council Member Asmus arrived at 6:45 p.m.

Finance Director Okins presented a request to adopt final budgets for the local option sales tax projects of Robbins Island, Swansson Field, Recreation Fields, and Event/Recreation Center.

**Resolution No. 2021-137 Robbins Island Budget** was introduced by Council Member Nelsen. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

**Resolution No. 2021-138 Swansson Fields Budget** was introduced by Council Member Nelsen. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

**Resolution No. 2021-139 Recreation Fields Budget** was introduced by Council Member Nelsen. Council Member Ask seconded the motion which carried, on a roll call vote of Ayes 7, Noes 0.

**Resolution No. 2021-140 Event/Recreation Center Budget** was introduced by Council Member Nelsen. Council Member Ask seconded the motion which carried, on a roll call vote of Ayes 7, Noes 0.

Fire Chief Hanson presented a request to approve the resurface of the fire department's apparatus bay floor by Swedbro of Ham Lake, MN. The floor surface is heavily chipped and is seeing some major wear and tear.

**Resolution No. 2021-141 Authorization Acceptance of the Quote from Swedbro for the Resurfacing the Fire Department Apparatus Floor** was introduced by Council Member O'Brien. Council Member Ask seconded the motion which carried, on a roll call vote of Ayes 7, Noes 0.

Police Chief Felt presented a request to approve an agreement with the Willmar School District for the 2021-2022 school year. This agreement is for one year, as the school district wishes to re-evaluate student and funding levels due to significant changes due to COVID response to plan for future agreements.

**Resolution No. 2021-142 Authorization to Execute Agreement with Willmar School District No. 347 for School Resource Officers** was introduced by Council Member O'Brien. Council Member Nelsen seconded the motion which carried, on a roll call vote of Ayes 7, Noes 0.

Chief Felt acknowledged recent concerns brought to his attention regarding the Kandi Racing Association and the last races going past the designated deadline. He stated this was a special benefit race and future races will abide by the agreement established.

City Attorney Scott presented a request to remove from the table the item to waive legal costs and city permit fees.

Council Member Nelsen offered a motion to remove from the table the item to waive legal costs and city permit fees. Council Member Fagerlie seconded the motion which carried, on a roll call vote of Ayes 7, Noes 0.

Following discussion, **Resolution No. 2021-143 Exempting Local Option Sales Tax Projects from Certain Fees and Expenses** was introduced by Council Member Nelsen. Council Member Fagerlie seconded the motion which carried, on a roll call vote of Ayes 7, Noes 0.

Council Member Plowman arrived at 7:09 p.m.

Parks and Recreation Director Baumgarn presented a request to approve Braun Intertec Corporation proposal to provide special inspections and testing for the Events and Recreation Center.

**Resolution No. 2021-144 Approving to Adopt the Proposal from Braun Intertec Corporation to Provide Special Inspections and Testing for the Events and Recreation Center for the Amount of \$37,021.00** was introduced by Council Member Nelsen. Council Member Davis seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Parks and Recreation Director Baumgarn presented a request to approve an agreement with Wings of Hope to install a granite monument. The Wings of Hope will provide the labor and materials for this project.

**Resolution No. 2021-145 Approving to Adopt the Agreement with Wings of Hope to Install a Granite Monument** was introduced by Council Member Fagerlie. Council Member O'Brien seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

BakerTilly Representative Patty Heminover stated a City Administrator candidate has been identified and would like to recommend Council set interview for June 22, 2021.

Council Member Nelsen offered a motion to set interview for City Administrator finalist for June 22, 2021. Council Member Davis seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Council Member O'Brien stated there were issues on the road in front of his house, he called the City and the area was patched within an hour. "Kudos" to staff for quick response.

Council Member Fagerlie stated there were 59 teams that participated in the recent baseball tournament held in Willmar.

Council Member Fagerlie offered a motion to adjourn the meeting with Council Member Nelsen seconding the motion which carried. The meeting adjourned at 7:22 p.m.

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MAYOR

Attest:

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SECRETARY TO THE COUNCIL

**RESOLUTION NO. 2021-135**

**APPROVING CONSENT AGENDA ITEMS**

Motion By: Fagerlie

Second By: Nelsen

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 June 21, 2021 City Council meeting be approved as presented.

Dated 21st day of June, 2021

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/s/ Mary Calvin  
MAYOR

Attest:

/s/ Judy Thompson  
CITY CLERK

**RESOLUTION NO. 2021-136**

**AUTHORIZATION TO PUBLISH PUBLIC HEARING NOTICE BY SUMMARY  
FOR AN EMERGENCY ORDINANCE TEMPORARILY PERMITTING LIMITED SALES OF GOODS AND DELIVERY  
OF SERVICES WITHIN PUBLIC RIGHTS-OF-WAY**

Motion By: Fagerlie Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that "An Emergency Ordinance Temporarily Permitting Limited Sales of Goods and Delivery of Services within Public Rights-of-Way and Other City Property During the COVID-19 Local Emergency" be published by summary.

Dated this 21<sup>st</sup> day of June, 2021

/s/ Marv Calvin  
MAYOR

Attest:

/s/ Judy Thompson  
CITY CLERK

**RESOLUTION NO. 2021-137**

**PROJECT-Robbins Island**

**TOTAL COST \$ 3,000,000**

\*Budget Amounts are Essential

Motion By: Nelsen Second By: Ask

Code

**PERSONNEL SERVICES**

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

**TOTAL**

**RECEIVABLES**

Assessments Prop Owners	\$0.00
LOST	\$ 3,000,000
General	\$
MUC	\$0.00
WTP	\$0.00
Bond Proceeds	\$0.00

**TOTAL** \$ 3,000,000

**SUPPLIES**

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

**FINANCING**

General	\$
LOST BONDS	\$ 3,000,000
WTP	\$0.00
MUC	\$0.00
MnDOT	\$0.00
<b>TOTAL</b>	<b>\$ 3,000,000</b>
<b>GRAND TOTAL</b>	<b>\$ 3,000,000</b>

Dated this 21st day of June, 2021

**OTHER SERVICES**

33* Travel-Conf.-Schools	
34 Mtce. of Equipment	
35 Mtce. of Structures	
36* Mtce. of Other Impr.	\$ 2,380,500
37 Subsistence of Persons	
38 Cleaning & Waste Removal	
39* Other Services	\$ 238,050
<b>TOTAL</b>	<b>\$ 2,618,550</b>

/s/ Marv Calvin  
Mayor**Attest:**/s/ Judy Thompson  
City Clerk**OTHER CHARGES**

46* Prof. Serv.	\$ 357,075
49 Other Charges	\$ 24,375
<b>TOTAL</b>	<b>\$ 381,450</b>
<b>GRAND TOTAL</b>	<b>\$ 3,000,000</b>

**RESOLUTION NO. 2021-138****PROJECT-Swansson Fields****TOTAL COST \$ 2,000,000**

\*Budget Amounts are Essential

Motion By: Nelsen Second By: Ask

Code

**PERSONNEL SERVICES**

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

**RECEIVABLES**

Assessments Prop Owners	\$ 0.00
LOST	\$ 2,000,000
General	\$
MUC	\$ 0.00
WTP	\$ 0.00
Bond Proceeds	\$ 0.00
<b>TOTAL</b>	<b>\$ 2,000,000</b>

**SUPPLIES**

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

**FINANCING**

General	\$
LOST BONDS	\$ 2,000,000
WTP	\$0.00
MUC	\$0.00
MnDOT	\$0.00
<b>TOTAL</b>	<b>\$ 2,000,000</b>
<b>GRAND TOTAL</b>	<b>\$ 2,000,000</b>

Dated this 21st day of June, 2021

**OTHER SERVICES**

33* Travel-Conf.-Schools	
34 Mtce. of Equipment	
35 Mtce. of Structures	
36* Mtce. of Other Impr.	\$ 1,771,877
37 Subsistence of Persons	
38 Cleaning & Waste Removal	
39* Other Services	\$ 70,000
<b>TOTAL</b>	<b>\$ 1,841,877</b>

/s/ Marv Calvin  
Mayor

**Attest:**

/s/ Judy Thompson  
City Clerk

**OTHER CHARGES**

46* Prof. Serv.	\$ 141,100
49 Other Charges	\$ 17,023
<b>TOTAL</b>	<b>\$ 158,123</b>
<b>GRAND TOTAL</b>	<b>\$ 2,000,000</b>

**RESOLUTION NO. 2021-139****PROJECT-Recreation Fields**

**TOTAL COST \$ 6,000,000**

\*Budget Amounts are Essential

Motion By: Nelsen

Second By: Ask

Code

**PERSONNEL SERVICES**

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

**RECEIVABLES**

Assessments Prop Owners	\$0.00
LOST	\$ 6,000,000
General	\$
MUC	\$0.00
WTP	\$0.00
Bond Proceeds	\$0.00
<b>TOTAL</b>	<b>\$ 6,000,000</b>

**SUPPLIES**

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

**FINANCING**

General	\$
LOST BONDS	\$ 6,000,000
WTP	\$0.00
MUC	\$0.00
MnDOT	\$0.00
<b>TOTAL</b>	<b>\$ 6,000,000</b>
<b>GRAND TOTAL</b>	<b>\$ 6,000,000</b>

Dated this 21st day of June, 2021

**OTHER SERVICES**

33* Travel-Conf.-Schools	
34 Mtce. of Equipment	
35 Mtce. of Structures	
36* Mtce. of Other Impr.	\$ 5,223,245
37 Subsistence of Persons	
38 Cleaning & Waste Removal	
39* Other Services	\$ 420,000
<b>TOTAL</b>	<b>\$ 5,643,245</b>

/s/ Marv Calvin  
Mayor

**Attest:**

/s/ Judy Thompson  
City Clerk

**OTHER CHARGES**

46* Prof. Serv.	\$ 718
49 Other Charges	\$ 356,037
<b>TOTAL</b>	<b>\$ 356,755</b>
<b>GRAND TOTAL</b>	<b>\$ 6,000,000</b>

**RESOLUTION NO. 2021-140**  
**PROJECT-Event/Recreation Center**  
**TOTAL COST \$ 10,000,000**  
 \*Budget Amounts are Essential

Motion By: Nelsen      Second By: Ask

Code

**PERSONNEL SERVICES**

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

**RECEIVABLES**

Assessments Prop Owners	\$0.00
LOST	\$ 10,000,000
General	\$
MUC	\$0.00
WTP	\$0.00
Bond Proceeds	\$0.00
<b>TOTAL</b>	<b>\$ 10,000,000</b>

**SUPPLIES**

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

**FINANCING**

General	\$
LOST BONDS	\$ 10,000,000
WTP	\$0.00
MUC	\$0.00
MnDOT	\$0.00
<b>TOTAL</b>	<b>\$ 10,000,000</b>
<b>GRAND TOTAL</b>	<b>\$ 10,000,000</b>

Dated this 21st day of June, 2021

**OTHER SERVICES**

33* Travel-Conf.-Schools	
34 Mtce. of Equipment	
35 Mtce. of Structures	
36* Mtce. of Other Impr.	\$ 8,459,123
37 Subsistence of Persons	
38 Cleaning & Waste Removal	
39* Other Services	\$ 500,000
<b>TOTAL</b>	<b>\$ 8,959,123</b>

/s/ Marv Calvin

Mayor

**Attest:**

/s/ Judy Thompson

City Clerk

**OTHER CHARGES**

46* Prof. Serv.	\$ 594,013
49 Other Charges	\$ 446,864
<b>TOTAL</b>	<b>\$ 1,040,877</b>
<b>GRAND TOTAL</b>	<b>\$ 10,000,000</b>

**RESOLUTION NO. 2021-141****AUTHORIZATION ACCEPTANCE OF THE QUOTE FROM SWEDBRO FOR RESURFACING THE FIRE DEPARTMENT APPARATUS FLOOR**

Motion By: O'Brien

Second By: Ask

**BE IT RESOLVED**, by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the acceptance of the quote from Swedbro to resurface the Fire Department apparatus floor not to exceed the amount of \$38,000.00

Dated this 21<sup>st</sup> day of June, 2021.

/s/ Mary Calvin  
MAYOR

ATTEST:

/s/ Judy Thompson  
CITY CLERK

**RESOLUTION NO. 2021-142**

**AUTHORIZATION TO EXECUTE AGREEMENT WITH WILLMAR SCHOOL DISTRICT NO. 347  
FOR SCHOOL RESOURCE OFFICERS**

Motion By: O'Brien

Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and Interim City Administrator be authorized to enter into an agreement between the City of Willmar and Willmar School District No. 347 for providing School Resource Officers.

Dated this 21st day of June, 2021

/s/ Marv Calvin  
MAYOR

Attest:

/s/ Judy Thompson  
CITY CLERK

**RESOLUTION NO. 2021-143**

**RESOLUTION EXEMPTING LOCAL OPTION SALES TAX PROJECTS FROM CERTAIN FEES AND EXPENSES**

Motion By: Nelsen      Second By: Fagerlie

WHEREAS, in order to maximize funding available to support projects approved for funding from revenues generated by the City of Willmar's local option sales and motor vehicle excise tax pursuant to Laws of Minnesota for 2019, First Special Session, Chapter 6, Article 6, Section 32 (the "special legislation"), City staff has recommended that such projects be exempted from applicable plan review, water and sewer access charges, the City's portion of building permit fees and other fees or charges owing to the City as duly established by City Council resolution unless and until it is confirmed that sufficient revenues have been collected to pay such fees and charges in addition to other project costs; and

WHEREAS, for the same reason, City staff has recommended that attorney's fees incurred by the City in connection with such projects, which are eligible for payment from local option sales tax proceeds, be excluded from the budgets from such projects unless and until it is confirmed that sufficient revenues have been collected to pay such attorney's fees in addition to other project costs; and

WHEREAS, the City Council has approved project budgets for the Recreation Fields, Event and Recreation Center and Swansson Fields projects, each of which projects is approved for funding from revenues generated by the City of Willmar's local option sales and motor vehicle excise tax pursuant to the special legislation, and which project budgets were consistent with City staff's above-described recommendations.

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

1. That the City shall exempt all projects approved for funding from revenues generated by the City of Willmar's local option sales and motor vehicle excise tax pursuant to the special legislation from applicable plan review, water and sewer access charges, the City's portion of building permit fees and other fees or charges owing to the City as duly established by City Council resolution, until such time as the City Council may determine otherwise by resolution upon confirmation that sufficient revenues have been collected to pay such fees and charges in addition to other project costs.
2. That the City will continue to collect the surcharge proscribed by Minn. Stat. § 326B.148 on the original building permit fee amounts as stated in resolution and transfer such amounts to the state as required by law.
3. That attorney's fees incurred by the City in connection with projects approved for funding from revenues generated by the City of Willmar's local option sales and motor vehicle excise tax pursuant to the special legislation be charged to the General Operating Fund under the Legal Department, and excluded from project budgets for any such projects, unless and until otherwise determined by resolution of the City Council upon confirmation that sufficient revenues have been collected to pay such attorney's fees in addition to other project costs.

Dated this 21<sup>st</sup> day of June, 2021.

/s/ Mary Calvin  
MAYOR

Attest:

/s/ Judy Thompson  
CITY CLERK

**RESOLUTION NO. 2021-144**

**RESOLUTION APPROVING TO ADOPT THE PROPOSAL FROM BRAUN INTERTEC CORPORATION TO  
PROVIDE SPECIAL INSPECTIONS AND TESTING FOR THE EVENTS AND RECREATION CENTER FOR THE  
AMOUNT OF \$37,021.00.**

Motion By: Nelsen      Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving the agreement with Braun Intertec Corporation to provide special inspections and testing for the Events and Recreation Center for the amount of \$37,021.00 and authorizing the Mayor and Interim Administrator to sign.

Dated this 21st day of June, 2021

/s/ Mary Calvin  
MAYOR

Attest:

/s/ Judy Thompson  
CITY CLERK

**RESOLUTION NO. 2021-145**

**RESOLUTION APPROVING TO ADOPT THE AGREEMENT WITH WINGS OF HOPE TO INSTALL  
A GRANITE MONUMENT.**

Motion By: Fagerlie      Second By: O'Brien

BE IT RESOLVED by the City Council of the City of Willmar to approve the agreement with Wings of Hope to install a granite monument and authorize the Mayor and Interim City Administrator to sign.

Dated this 21st day of June, 2021

/s/ Mary Calvin  
MAYOR

Attest:

/s/ Judy Thompson  
CITY CLERK

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

June 22, 2021  
7:00 p.m.

The special 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, Thomas Butterfield, Michael O'Brien, Justin Ask, Vicki Davis, Andrew Plowman, and Audrey Nelsen.

Also present were Interim City Administrator John Harren, BakerTilly Representative Patty Heminover, Finance Director Steve Okins, and City Clerk Judy Thompson.

Mayor Calvin introduced City Administrator Candidate Leslie Valiant, and Council conducted the interview process.

BakerTilly Representative Patty Heminover gave a brief overview of the process thus far.

Following a discussion, Council Member O'Brien offered a motion to authorize BakerTilly Representative Patty Heminover to negotiate employment agreement terms with Leslie Valiant. Council Member Butterfield seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Mayor Calvin suggested an Ad Hoc group of Council members be established to work with BakerTilly Representative Patty Heminover on negotiation strategy and parameters of an employment contract with Ms. Valiant. Following a brief discussion, Council Member Ask offered a motion Mayor Calvin and Council Members Davis and O'Brien work with Ms. Heminover on the employment agreement terms and conditions. Council Member Plowman seconded the motion which carried.

Mayor Calvin presented a request to consider an extension of temporary employment with John Harren as Interim City Administrator. He stated the current agreement is set to expire July 2, 2021, and stated it is in the best interest of the City to consider extending his temporary employment until such time as a full-time City Administrator is employed or July 12, 2021 whichever comes first.

Following discussion, **Resolution No. 2021-146 Approving Extension of Temporary Employment of John Harren** was introduced by Council Member Nelsen. Council Members Davis seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Council Member Fagerlie offered a motion to adjourn the meeting with Council Member Nelsen seconding the motion which carried. The meeting adjourned at 8:10 p.m.

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MAYOR

Attest:

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SECRETARY TO THE COUNCIL

**RESOLUTION NO. 2021-146**

**APPROVING EXTENSION OF TEMPORARY EMPLOYMENT OF JOHN HARREN**

Motion By: Nelsen \_\_\_\_\_ Second By: Davis \_\_\_\_\_

WHEREAS the temporary employment of John Harren as Interim City Administrator of the City of Willmar was approved by Council on June 7, 2021 effective June 8, 2021 and;

WHEREAS the conditions of John Harren's temporary as outlined in Resolution No. 2021-124 are proposed to be extended to coincide with the start date of a full-time City Administrator or July 12, 2021 whichever comes first.

BE IT RESOLVED by the City Council of the City of Willmar John Harren's temporary employment conditions as outlined in Resolution No. 2021-124 are hereby extended until such time as a full-time City Administrator is employed by the City or July 12, 2021, whichever comes first.

Dated this 22nd day of June, 2021.

/s/ Mary Calvin \_\_\_\_\_  
MAYOR

Attest:

/s/ Judy Thompson \_\_\_\_\_  
CITY CLERK

**SPECIAL WILLMAR CITY COUNCIL PROCEEDINGS**  
**CONFERENCE ROOM NO. 1**  
**CITY OFFICE BUILDING**  
**WILLMAR, MINNESOTA**  
**& BY ELECTRONIC MEANS (GOTO MEETING)**

June 28, 2021  
10:00 a.m.

The special 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, Thomas Butterfield, Michael O'Brien, Justin Ask, Vicki Davis, Andrew Plowman, and Audrey Nelsen.

Also present were Interim City Administrator John Harren, City Clerk Judy Thompson, and City Attorney Robert Scott.

Mayor Calvin stated BakerTilly Representative Patty Heminover, Interim City Administrator Harren, Flaherty and Hood Attorney Brandon Fitzsimmons, and the designated Ad Hoc group consisting of Mayor Calvin, Council Members Davis and O'Brien, drafted an employment agreement for the City Administrator position and presented to Candidate Finalist Leslie Valiant. Mayor Calvin stated Ms. Valiant has accepted and signed the agreement.

Following discussion, Council Member O'Brien offered a motion to approve the employment agreement and appoint Leslie Valiant as City Administrator and introduced **Resolution No. 2021-147 Authorization to Enter Employment Agreement – City Administrator**. Council Member Davis seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Mayor Calvin stated he has received many positive comments from the community regarding the City's selection of Ms. Valiant.

Council Member O'Brien thanked BakerTilly Representative Patty Heminover for keeping everyone well informed throughout the entire process.

Council Member Nelsen offered a motion to adjourn the meeting with Council Member Fagerlie seconding the motion which carried. The meeting adjourned at 10:10 a.m.

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**MAYOR**

Attest:

## SECRETARY TO THE COUNCIL

**RESOLUTION NO. 2021-147**

**AUTHORIZATION TO ENTER EMPLOYMENT AGREEMENT - CITY ADMINISTRATOR**

Motion By: O'Brien Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Clerk be authorized to enter into an employment agreement between the City of Willmar and Leslie Valiant for the position of City Administrator for the City of Willmar.

Dated this 28th day of June, 2021.

/s/ Mary Calvin  
MAYOR

Attest:

/s/ Judy Thompson  
CITY CLERK

**WILLMAR MUNICIPAL UTILITIES COMMISSION**  
**MEETING MINUTES – JUNE 28, 2021**  
**11:45 AM – WMU AUDITORIUM**

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, June 28, 2021, at 11:45 a.m. in the WMU Auditorium with the following Commissioners present: Justin Mattern, Abdirizak Mahboub, Ross Magnuson, Bruce DeBlieck, and Kerry Johnson. Absent were Commissioners Nathan Weber and Cole Erickson.

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

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

**RESOLUTION NO. 36**

“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 June 14, 2021, Commission meeting; and,
- ❖ Bills represented by vouchers No. 20210716 to No. 20210781 and associated wire transfers inclusive in the amount of \$2,110,321.62.

Dated this 28<sup>th</sup> day of June 2021.

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President

Attest:

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Secretary

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

Staff Electrical Engineer Smith presented the Commission with a recommendation for bid award for the Electric Power Transformer for the Power Plant Substation project. DGR Engineering received and reviewed the bids for accuracy and compliance and has made the following recommendations. Three bids were received with the low qualifying bid being submitted by Delta Star, Inc., for their base bid of \$964,622.00. DGR was also recommending that a spare fan along with a HV and LV bushing be purchased (spare parts). Following review, Commissioner Mahboub offered a resolution to approve the contract for the Electric Power Transformer to Delta Star, Inc., for their total bid of \$969,485.00 (base bid + spare parts). Commissioner Magnuson seconded.

**RESOLUTION NO. 37**

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the contract to furnish the Electric Power Transformer for the Power Plant Substation be awarded to Delta Star, Inc., of Lynchburg, Virginia, for the total bid amount of \$969,485.00 (\$964,622.00 + spare parts).”

Dated this 28<sup>th</sup> day of June 2021.

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President

Attest:

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Secretary

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

Facilities & Maintenance Supervisor Marti presented the Commission with the final draft for the updated 2021 WMU Strategic Plan. The current Strategic Plan originated in 2019 with revisions approved in November 2020. The newly formatted Plan had been developed by Staff with assistance from Marcy Douglas from MRES. Marti thanked Energy/Safety Outreach Coordinator Radel for his input and assistance in completing the modifications to the Plan. The 2021 Strategic Planning Summary consists of core values, long-range goals, and key performance indicators. Eight primary goals were identified and prioritized along with the actions and timelines required to achieve the goals. The new format streamlines both the short (1 yr.) and long-term (2-5 yrs.) goals as identified by Staff. Commissioners expressed their appreciation for the improved appearance of the Plan and for the additional work by Staff involved in developing the updated Plan. Following review and discussion, Commissioner Mahboub offered a resolution to approve the 2021 WMU Strategic Plan as presented. Commissioner DeBieck seconded.

#### **RESOLUTION NO. 38**

**“BE IT RESOLVED**, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the 2021 WMU Strategic Plan be approved in its entirety as presented.”

Dated this 28<sup>th</sup> day of June 2021.

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President

Attest:

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Secretary

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

Energy/Safety Outreach Coordinator Radel reviewed with the Commission the 2021 Energy Acquisition Adjustment (EAA) update. As a reminder, the EAA acts as a mechanism/tool to adjust rates for uncontrollable charges associated with power supply costs. Radel provided background data regarding the EAA noting that the EAA has not been implemented since 2017. In the 2019 Rate Study conducted by Dave Berg, power costs were evaluated with a base rate set for 2021 at \$60/MWh. Radel noted that WMU generally experiences an increase in power supply costs during the summer months of June, July and August. However, based on the current year-to-date rolling average (\$60/MWh), Staff has determined that implementation of an EAA is not required at this time. The next Rate Study is scheduled to be conducted in 2023 with implementation beginning in 2024. Staff will continue to monitor future data to determine if or when applying the EAA would be warranted.

General Manager Harren presented the Commission with a mid-year update of the General Manager Goals for 2021. Harren provided a complete overview of the established goals and their status as of June 29<sup>th</sup>. The progress report provided updates of the goals and projects, along with additional noteworthy tasks which have been completed or are ongoing. Harren noted that, per directive of the Commission, the progression of the goals is successfully on track.

Finance & Office Services Supervisor Prekker presented the Commission with the timeline for the 2022 WMU Budget Schedule. The budget process has already begun with a tentative date of September 13<sup>th</sup> to seek Commission approval of the 2022 WMU Budget.

Commissioner Mattern presented Commissioner Magnuson with a plaque to commemorate his years of service and dedication as a Commissioner for the Willmar Municipal Utilities. Commissioner Magnuson served on both the Labor and Planning Committees while he was a member of the Commission from 2017-2021. Thank you for your service and best wishes, Ross!

General Manager Harren informed the Commission that the WMU Planning Committee will meet on July 1<sup>st</sup> at 12:00 pm. Tentative topics of discussion will include Water Treatment Plant 90% review, employee survey, pay equity, and water billing for multi-unit dwellings. Harren further noted that additional WMU Committee meetings will be forthcoming. Tentative future agenda topic(s) for the Planning Committee will include NISC software discussion. Tentative agenda items for the Labor Committee will include General Manager pay equity/compensation, clothing policy, and Emergency Succession Plan.

General Manager Harren thanked the members of the Commission and WMU Staff for participating in the recent WillmarFest Block Party (Thurs., June 24<sup>th</sup>). The community response was well received. A special "thank you" to Energy/Safety Outreach Coordinator Radel for spearheading the Utility's involvement in the successful community event.

General Manager Harren provided the Commission with a progress report on the latest developments to fill the City Administrator vacancy. Current Spicer City Administrator Leslie Valiant has been offered and accepted the position and terms of an employment agreement have been reached. Ms. Valiant is slated to assume the City Administrator position effective July 19<sup>th</sup>.

Councilman O'Brien expressed his sincere appreciation to the Commission and General Manager Harren for the invaluable assistance that has been provided during the City Council's search process for the new City Administrator. The City Council greatly appreciates the time, energy, and leadership General Manager Harren has provided to the City and its staff throughout the process. General Manager Harren continued by thanking the WMU Staff for their support in maintaining the Utility's current projects and day-to-day operations while he provided administrative assistance to the City. Truly a collaborated effort by all.

For information: Upcoming meetings/events to note include:

- APPA National Conference: (June 20-23 in-person; July 13-14 virtual)
- MRES Red Rock Hydroelectric Project Tour (July 22/July 29/or August 5 @ Pella, Iowa)
- MMUA Summer Conference (August 16-18 @ Cragun's Resort, Brainerd)

There being no further business to come before the Commission, Commissioner Mattern offered a motion to adjourn. Commissioner Mahboub seconded the motion which carried by a vote of five ayes and zero nays, and the meeting was adjourned at 12:17 pm.

Respectfully Submitted,

WILLMAR MUNICPAL UTILITIES

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Beth Mattheisen  
Executive Secretary

ATTEST:

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Abdirizak Mahboub, Secretary

**PARKS & RECREATION BOARD**

**May 19, 2021 1:30 PM**

**Willmar Civic Center & GoTo Meeting**

Members Present:

Jim Anderson, Rand Middleton, Chloe Quinn,  
Abdi Hussein, Alissa Norsten, Tom Gilbertson

Staff Present:

Rob Baumgarn, Rachel Centellas, Curt Hein, Alex Sobieck,  
Ryan Scheffler, Sean Christensen, Paul Tinklenberg,  
Chris Simon

Council Members Present:

Julie Asmus

Guest:

Ray Stenglein

Jim called the meeting to order and took roll call.

Jim made an addition to the agenda. Paul Tinklenberg from Public Works will speak after the Wings of Hope presentation.

Jim asked for a motion and second to approve the minutes from the April meeting. Rand made a motion and Chloe seconded. Jim asked for all in favor and all said I. motion to approve the April minutes approved.

There we no public in attendance for comments.

Jim oved to talk about the Wing of Hope. Rob introduce Ray Stenglein to the group. Ray talked about the Wings of Hope Memorial in Willmar. It is for families who have lost a child and want to memorialize them. The group wants to add a memorial to the area. They have been talking to Public Works about maintaining the area. The memorial will all be put in by a different group and then Public Works will just have to mow the area. Discussion was had on the new Wings of Hope memorial.

Jim asked for a motion and second to approve the addition to the Wings of Hope memorial. Tom made a motion and Rand seconded. Jim asked for all in favor and all said I. Motion to approve the addition to the Wings of Hope memorial passes.

Jim moved to introduce Paul Tinklenberg. He talked about how the City has over 760 acres of land to mow and how he has been trying to find aesthetically please ways to cut some of that mowing time down. He has found a grant that will help cover the cost of planting wildflowers and prairie grass. He wants to plant it at South Swansson Park. There is a large grassy area south of Carris Health Care Center and east of the walking trail there. Public Works would prep the area and then they would get help from another source to plant. If this goes well they will look at doing this in more areas. Discussion was had on the planting and process.

Rob talked about the agreement with the Willmar Public School district for facility usage. He explained that the agreement is up for renewal. No changes were made to the agreement that has to be passed every other year. The agreement states that the City of Willmar and Willmar Public Schools will share their facilities at no cost. If an event were to happen after hours there could be custodial fees.

Discussion was had about the agreement. Jim asked for a motion to approve the facility use agreement with Willmar Public Schools. Jim made a motion and Chloe seconded. Jim asked for all in favor, all said I. Motion to approve the Facility Use Agreement with Willmar Public Schools approved.

Jim asked to talk about the Indoor Gun Range and Trap Range. Rob introduced Chris Simon and Sean Christensen from the City of Willmar to discuss the Indoor Range. Sean said that there is going to need to be a decision about what to do with the gun range. There are three options. Close the range and try to sell/donate the equipment, convert to lead free or continue as is. He explained that each year there is a decontamination process that needs to happen to be able to get it to safe levels. Because it is located in the City Auditorium and there are children age 6 and under in there, there are higher standards that have to be met. He explained how much each cleaning and replacements cost and the amounts that the range has been bringing in each year. The City is not nearly meeting the amount of money for the range that it costs to run it. He discussed more about the options for the range. The board said they would like to have more information and hear from the users of the range before they can make a recommendation on what to do with the range.

Rob then moved to talk about the Trap Range. He said there has been discussion about the City taking it over and has a meeting to talk about that more. It would need huge upgrades, but it could make money if we programmed it and rented it to the users. Discussion was had about the trap range.

Rob moved to talk about the Invest in Willmar updates. He said that all the projects were passed at council and the projects will be starting shortly. Robbins Island will get new shelters and lighting improvements with still being under budget. The Rec fields will start soon and alternates like the lights, dugouts and batting cages will be added and still under budget. The Events and Recreation Center will also be starting soon and was also under budget with alternates. Swansson fields will be at the next council meeting.

Discussion was had about the Invest in Willmar projects.

Coordinators reports were discussed and there was discussion about park updates.

Jim asked for any board announcements and there were none.

Jim asked for a motion to adjourn the meeting. Jim made a motion and Chloe seconded.

Jim asked for all in favor and all said I.

Motion passed. Meeting adjourned.

ACS FINANCIAL SYSTEM  
06/24/2021 15:27:39

Vendor Payment History Report

CITY OF WILLMAR  
GL050S-V08.15 COVERPAGE  
GL540R

Report Selection:

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

INCLUSIONS:

Fund & Account. thru

Check.. Date..... 06/11/2021 thru 06/24/2021

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 NAME AND NUMBER		AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
CHECK#	DATE	DESCRIPTION						
ALEX AIR APPARATUS INC	002061							
62289	06/24/21	CLASS A FOAM	720.00		INV-44064	D -	GENERAL SUPPLIES	101.42412.0229
AMAZON CAPITAL SERVICES	003557							
62290	06/24/21	SCAFFOLDING	512.60	1K71-19LM-3PJM		D -	SMALL TOOLS	101.45001.0221
62290	06/24/21	LAPTOP POWER SUPPLY	27.88	1LL6-N6CM-YFFR		D -	SMALL TOOLS	101.41409.0221
62290	06/24/21	2 DELL LED MONITORS	519.88	1LP4-9LHP-D94M		D -	SMALL TOOLS	101.41409.0221
62290	06/24/21	MOUSE PAD/KEYBOARD	141.23	1NNK-QLDD-KNWC		D -	GENERAL SUPPLIES	101.41409.0229
62290	06/24/21	USB DRIVES/CD'S	161.16	1QKJ-4CLP-4NLP		D -	SMALL TOOLS	101.41409.0221
62290	06/24/21	LABEL MAKER	98.46	1WDH-JH1Y-4DVP		D -	SMALL TOOLS	101.41409.0221
62290	06/24/21	TONER CARTRIDGES	157.04	1XFW-64N7-1GGN		D -	OFFICE SUPPLIES	101.45437.0220
62290	06/24/21	HP TONER CARTRIDGE	221.89	1YC7-X9J3-4K7F		D -	OFFICE SUPPLIES	101.45437.0220
62290	06/24/21	HP LASERJET PRINTER	316.82	1YC7-X9J3-4K7F		D -	SMALL TOOLS	101.45437.0221
62290	06/24/21	DIGITAL VOICE RECORDER	389.99	14TN-CW4J-JXKL		D -	SMALL TOOLS	101.42411.0221
			2,546.95	*CHECK TOTAL				
		VENDOR TOTAL	2,546.95					
AMERICAN WELDING & GAS I	000057							
62291	06/24/21	FIRE EXT. REFILL	17.96	07796239		D -	MTCE. OF EQUIPME	101.42411.0334
62291	06/24/21	WORK GLOVES	139.52	07799019		D -	SUBSISTENCE OF P	651.48484.0227
62291	06/24/21	FIRE EXT. REFILL	29.45	07810125		D -	MTCE. OF EQUIPME	101.42411.0334
		VENDOR TOTAL	186.93	*CHECK TOTAL				
AVENU INSIGHTS & ANALYTIC	000131							
62292	06/24/21	AS400 HOSTING-JUN	2,558.25	INVB-026487		D -	SUBSCRIPTIONS AN	101.41409.0443
AXON ENTERPRISE INC	002266							
62293	06/24/21	TASER	291.00	SI-1742001		D -	SMALL TOOLS	101.42411.0221
BACKES TECHNOLOGY SERVIC	000087							
62294	06/24/21	CAT 6 WIRE RUN-PARTS	170.00	19330		D -	MTCE. OF STRUCTU	101.45437.0225
62294	06/24/21	CAT 6 WIRE RUN-LABOR	330.00	19330		D -	MTCE. OF STRUCTU	101.45437.0335
		VENDOR TOTAL	500.00	*CHECK TOTAL				
			500.00					
BARNUM GATE SERVICES INC	003188							
62295	06/24/21	GATE REPAIR-PARTS	20.00	30122		D -	MTCE. OF OTHER I	651.48484.0226
62295	06/24/21	GATE REPAIR-LABOR	597.00	30122		D -	MTCE. OF OTHER I	651.48484.0336
		VENDOR TOTAL	617.00	*CHECK TOTAL				
			617.00					
BENNETT OFFICE TECHNOLOG	000099							
62296	06/24/21	CONTRACT USAGE-JUN	577.66	317723		D -	MTCE. OF EQUIPME	101.41410.0334
BROBERG/DERRICK	.03095							
62297	06/24/21	REF.-CANCELLED PROGRAM	30.00	061121		D -	REFUNDS AND REIM	101.41428.0882

VENDOR NAME AND NUMBER		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
BROBERG/KYLE	.03096	62298 06/24/21 REF.-CANCELLED PROGRAM	30.00		061121		D -	REFUNDS AND REIM	101.41428.0882
BROBERG/PRESTON	.03097	62299 06/24/21 REF.-CANCELLED PROGRAM	30.00		061121		D -	REFUNDS AND REIM	101.41428.0882
BULLET PROOF MECHANICAL	003181	62300 06/24/21 INST. THERMOSTAT-HTRS	8,440.00		6940		D -	BUILDINGS AND ST	450.43425.0551
CANON FINANCIAL SERVICES	002336	62301 06/24/21 COPIER LEASE-JUN	98.56		26901524		D -	RENTS	101.41405.0440
CAPITAL ONE	003647	62302 06/24/21 BREAK ROOM SUPPLIES	51.61		051121		D -	GENERAL SUPPLIES	651.48484.0229
		62302 06/24/21 EXPLORER ACADEMY-POP	10.74		051421		D -	SUBSISTENCE OF P	101.42411.0227
		62302 06/24/21 COFFEE	25.36		051921		D -	SUBSISTENCE OF P	101.42411.0227
		VENDOR TOTAL	87.71	*CHECK TOTAL					
CARRANZA/NOE	002547	62303 06/24/21 INTERPRETED 06/16/21	120.00		319		D N 01	PROFESSIONAL SER	101.42411.0446
CARRANZA/NORMA I	002542	62304 06/24/21 INTERPRETED 05/22/21	60.00		316		D N 01	PROFESSIONAL SER	101.42411.0446
CENTERPOINT ENERGY	000467	62305 06/24/21 NATURAL GAS-JUN	6.57		1133120/6-21		D -	UTILITIES	101.45001.0332
		62305 06/24/21 NATURAL GAS-JUN	61.16		6401277/6-21		D -	UTILITIES	101.41408.0332
		62305 06/24/21 NATURAL GAS-JUN	83.96		8512023/6-21		D -	UTILITIES	651.48485.0332
		62305 06/24/21 NATURAL GAS-JUN	9.86		8795475/6-21		D -	UTILITIES	651.48484.0332
		VENDOR TOTAL	161.55	*CHECK TOTAL					
CROW CHEMICAL & LIGHTING	000186	62306 06/24/21 WIPE/SUPPLIES	136.65		21096		D -	GENERAL SUPPLIES	101.43425.0229
		62306 06/24/21 TOILET TISSUE/SUPPLIES	243.85		21157		D -	GENERAL SUPPLIES	101.43425.0229
		62306 06/24/21 RAGS	65.20		21173		D -	GENERAL SUPPLIES	101.43425.0229
		62306 06/24/21 BETCO PEROXIDE CLEANER	79.95		21220		D -	CLEANING AND WAS	101.43425.0228
		VENDOR TOTAL	525.65	*CHECK TOTAL					
CROW RIVER CONSTRUCTION	003260	62307 06/24/21 REPL. HYDRANT-USTH 12 10,506.43			1710		D -	MTCE. OF OTHER I	101.43425.0336
CROW RIVER READY MIX	003648	62308 06/24/21 CONCRETE FOR PLAY EQUIP	546.84		1119		D -	MTCE. OF OTHER I	101.43425.0226
		62308 06/24/21 CATCH BASIN REPAIR-MAT'L	290.22		1163		D -	MTCE. OF OTHER I	101.43425.0226
		62308 06/24/21 CONCRETE-PKLE BALL COU	1,519.00		1340		D -	MTCE. OF OTHER I	101.43425.0226

VENDOR NAME AND NUMBER		AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
CROW RIVER READY MIX	003648							
62308 06/24/21 CONCRETE FOR PLAY EQUIP	546.84		1371			D -	MTCE. OF OTHER I	101.43425.0226
62308 06/24/21 CONCRETE FOR PLAY EQUIP	516.46		1435			D -	MTCE. OF OTHER I	101.43425.0226
62308 06/24/21 CONCRETE FOR PLAY EQUIP	486.08		1483			D -	MTCE. OF OTHER I	101.43425.0226
	3,905.44			*CHECK TOTAL				
VENDOR TOTAL	3,905.44							
DELTA DENTAL OF MINNESOT	002867							
62279 06/17/21 DENTAL INSURANCE-JUL	500.65		720535			D -	COBRA INS PREMIU	101.120001
62279 06/17/21 DENTAL INSURANCE-JUL	3,185.90		720535			D -	INS. PASS THROUG	101.41428.0819
	3,686.55			*CHECK TOTAL				
VENDOR TOTAL	3,686.55							
DIEM *PETTY CASH/BRITTA	003492							
62280 06/17/21 DOAC START UP CASH	200.00		061121			D -	PETTY CASH	101.102000
DUININCK CONCRETE CONST	003245							
62309 06/24/21 18" CONCRETE FORM TUBE	13.92		2106-646213			D -	GENERAL SUPPLIES	101.43425.0229
62309 06/24/21 REBAR FOR CONCRETE	149.28		2106-646407			D -	GENERAL SUPPLIES	101.43425.0229
62309 06/24/21 REBAR FOR CONCRETE	103.32		2106-646929			D -	GENERAL SUPPLIES	101.43425.0229
	266.52			*CHECK TOTAL				
VENDOR TOTAL	266.52							
DUININCK INC	000222							
62310 06/24/21 MIX FOR STREET PATCHIN	6,000.44		546299			D -	MTCE. OF OTHER I	101.43425.0226
ELECTRIC MOTOR COMPANY	003288							
62311 06/24/21 WEST GATE MOTOR REPAIR	5.70		154539			D -	MTCE. OF OTHER I	651.48484.0226
62311 06/24/21 WEST GATE MOTOR REPAIR	57.00		154539			D -	MTCE. OF OTHER I	651.48484.0336
	62.70			*CHECK TOTAL				
VENDOR TOTAL	62.70							
ENVIRONMENTAL RESOURCE A	002723							
62312 06/24/21 LAB SUPPLIES	117.26		975009			D -	GENERAL SUPPLIES	651.48484.0229
ENVIRONMENTAL TOXICITY C	002286							
62313 06/24/21 EFFLUENT TOXICITY TEST	925.00		21-086			D -	PROFESSIONAL SER	651.48484.0446
FARM-RITE EQUIPMENT	003002							
62314 06/24/21 SKID LOADER CONTROLS	1,172.74		P32215			D -	MACHINERY AND AU	450.43425.0553
62314 06/24/21 TOOLCAT MOWER BLADES	275.01		P32678			D -	MTCE. OF EQUIPME	651.48484.0224
	1,447.75			*CHECK TOTAL				
VENDOR TOTAL	1,447.75							
FIRE CATT LLC	003029							
62315 06/24/21 FIRE HOSE TESTING	3,948.75		9488			D -	PROFESSIONAL SER	101.42412.0446
FISCHER LASER EYE CENTER	000244							
62316 06/24/21 MARCUS-SAFETY GLASSES	61.08		052621			D -	SUBSISTENCE OF P	651.48484.0227

VENDOR NAME AND NUMBER		AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
FORUM COMMUNICATIONS COM	002269							
62317	06/24/21 AMEND SURFACE WTR ORD.	291.04		CL01773810		D -	PRINTING AND PUB	101.41401.0331
GALLS	000288							
62318	06/24/21 OXYGEN TANK REGULATOR	137.01		018410512		D -	MTCE. OF EQUIPME	101.42411.0224
62318	06/24/21 TRAINING UNIFORM PANTS	217.29		018520311		D -	SUBSISTENCE OF P	101.42412.0227
62318	06/24/21 TRAINING UNIFORM PANTS	173.83		018520311		D -	SUBSISTENCE OF P	804.42412.0227
		528.13	*CHECK TOTAL					
	VENDOR TOTAL	528.13						
GENERAL MAILING SERVICES	000293							
62319	06/24/21 POSTAGE 05/31-06/04/21	43.25		57754		D -	POSTAGE	101.41400.0223
62319	06/24/21 POSTAGE 05/31-06/04/21	2.95		57754		D -	POSTAGE	101.41401.0223
62319	06/24/21 POSTAGE 05/31-06/04/21	8.15		57754		D -	POSTAGE	101.41402.0223
62319	06/24/21 POSTAGE 05/31-06/04/21	5.40		57754		D -	POSTAGE	101.41403.0223
62319	06/24/21 POSTAGE 05/31-06/04/21	56.55		57754		D -	POSTAGE	101.41405.0223
62319	06/24/21 POSTAGE 05/31-06/04/21	15.00		57754		D -	POSTAGE	101.41408.0223
62319	06/24/21 POSTAGE 05/31-06/04/21	2.00		57754		D -	POSTAGE	101.41409.0223
62319	06/24/21 POSTAGE 05/31-06/04/21	5.20		57754		D -	POSTAGE	101.42412.0223
62319	06/24/21 POSTAGE 05/31-06/04/21	1.00		57754		D -	POSTAGE	101.43417.0223
62319	06/24/21 POSTAGE 05/31-06/04/21	57.66		57754		D -	POSTAGE	101.43425.0223
62319	06/24/21 POSTAGE 05/31-06/04/21	1.95		57754		D -	POSTAGE	230.43430.0223
62319	06/24/21 POSTAGE 06/07-06/11/21	1.30		57798		D -	POSTAGE	101.41400.0223
62319	06/24/21 POSTAGE 06/07-06/11/21	21.15		57798		D -	POSTAGE	101.41402.0223
62319	06/24/21 POSTAGE 06/07-06/11/21	48.00		57798		D -	POSTAGE	101.41403.0223
62319	06/24/21 POSTAGE 06/07-06/11/21	0.65		57798		D -	POSTAGE	101.41405.0223
62319	06/24/21 POSTAGE 06/07-06/11/21	15.00		57798		D -	POSTAGE	101.41408.0223
62319	06/24/21 POSTAGE 06/07-06/11/21	0.65		57798		D -	POSTAGE	101.42411.0223
62319	06/24/21 POSTAGE 06/07-06/11/21	100.45		57798		D -	POSTAGE	101.43425.0223
62319	06/24/21 POSTAGE 06/07-06/11/21	0.65		57798		D -	POSTAGE	101.45432.0223
62319	06/24/21 POSTAGE 06/07-06/11/21	1.65		57798		D -	POSTAGE	101.45433.0223
62319	06/24/21 POSTAGE 06/07-06/11/21	0.65		57798		D -	POSTAGE	230.43430.0223
	VENDOR TOTAL	389.26	*CHECK TOTAL					
	VENDOR TOTAL	389.26						
GRAINGER INC	000786							
62320	06/24/21 PLANT SUPPLIES	348.50		9924517676		D -	GENERAL SUPPLIES	651.48484.0229
GRAND RENTAL STATION	001887							
62321	06/24/21 ELECTRIC HAMMER RENTAL	49.35		1-566374		D -	RENTS	101.45433.0440
HAWKINS INC	000325							
62322	06/24/21 FERRIC CHLORIDE	5,819.77		4954810		D -	GENERAL SUPPLIES	651.48484.0229
HAYNES WINDOW CLEANING S	000327							
62323	06/24/21 WINDOW CLEANING	84.00		34407		D -	CLEANING AND WAS	101.45001.0338
HENRY'S FOODS INC	000332							
62324	06/24/21 CONCESSION SUPPLIES	39.91CR		C6041594		D -	GENERAL SUPPLIES	101.45437.0229

VENDOR NAME AND NUMBER		AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
CHECK#	DATE	DESCRIPTION						
HENRY'S FOODS INC 000332								
62324	06/24/21	CONCESSION SUPPLIES	448.61		6043826	D -	GENERAL SUPPLIES	101.45437.0229
62324	06/24/21	CONCESSION SUPPLIES	2,259.00		6046851	D -	GENERAL SUPPLIES	101.45437.0229
			2,667.70	*CHECK TOTAL				
		VENDOR TOTAL	2,667.70					
HIGH POINT NETWORKS INC 002299								
62325	06/24/21	BATTERY BACKUP	1,228.00		182816	D -	SMALL TOOLS	651.48484.0221
62325	06/24/21	BATTERY BACKUP	1,228.00		182816	D -	SMALL TOOLS	651.48484.0221
62325	06/24/21	BATTERY BACKUP	1,228.00		182816	D -	SMALL TOOLS	651.48484.0221
			3,684.00	*CHECK TOTAL				
		VENDOR TOTAL	3,684.00					
HILLYARD\HUTCHINSON 000333								
62326	06/24/21	CLEANING SUPPLIES	1,053.15		604333459	D -	CLEANING AND WAS	101.45437.0228
HOLWERDA/EMERY .03094								
62285	06/21/21	PAYROLL ACH RETURNED	165.24		062121	D -	SALARIES-TEMP. E	101.45437.0112
HORIZON COMMERCIAL POOL 003075								
62327	06/24/21	LEVELING UNIT CTL SWITCH	190.97		210527229-ER	D -	MTCE. OF EQUIPME	101.45437.0224
62327	06/24/21	GUTTER GRATING CLIPS	259.88		210603030-NH	D -	MTCE. OF EQUIPME	101.45437.0224
			450.85	*CHECK TOTAL				
		VENDOR TOTAL	450.85					
HUMANE SOCIETY OF KANDIY 002110								
62328	06/24/21	ANIMAL CARE SERV-3RD	10,670.00		9055	D -	OTHER SERVICES	101.42411.0339
INDEPENDENT SCHOOL DIST 000348								
62329	06/24/21	SCHL RETIREMENT PKG-MA	1,016.16		7809	D -	PROFESSIONAL SER	101.45432.0446
JOHNSON CNTRLS FIRE PROT 003404								
62330	06/24/21	FIRE ALARM MONITORING	2,054.32		22314069	D -	PREPAID EXPENSES	651.128000
62330	06/24/21	FIRE ALARM MONITORING	2,054.33		22314069	D -	MTCE. OF STRUCTU	651.48484.0335
			4,108.65	*CHECK TOTAL				
		VENDOR TOTAL	4,108.65					
KANDIYOH CO AUDITOR 000376								
62331	06/24/21	LANDFILL CHARGES-MAY	28.15		454582	D -	CLEANING AND WAS	651.48484.0338
62331	06/24/21	LANDFILL CHARGES-MAY	151.08		454743	D -	CLEANING AND WAS	101.43425.0338
62331	06/24/21	LANDFILL CHARGES-MAY	175.00		454760	D -	CLEANING AND WAS	101.42411.0338
62331	06/24/21	LANDFILL CHARGES-MAY	149.00		454761	D -	CLEANING AND WAS	101.43425.0338
			503.23	*CHECK TOTAL				
		VENDOR TOTAL	503.23					
KANDIYOH CO TREASURER 000385								
62332	06/24/21	#149279-LICENSE TABS	14.25		062321	D -	LICENSES AND TAX	101.42411.0445
62332	06/24/21	#183428-LICENSE TABS	14.25		062321	D -	LICENSES AND TAX	101.42411.0445
62332	06/24/21	#184109-LICENSE TABS	14.25		062321	D -	LICENSES AND TAX	101.42411.0445
			42.75	*CHECK TOTAL				

VENDOR NAME AND NUMBER		AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
CHECK#	DATE	DESCRIPTION						
KANDIYOH CO TREASURER	000385							
	VENDOR TOTAL	42.75						
KANDIYOH CO-OP ELECTRIC	000375							
62333 06/24/21 WELCOME TO WILLMAR SIGN	54.36		STMT/6-21			D -	UTILITIES	101.43425.0332
62333 06/24/21 CO RD 23/HWY 71 BYPASS	114.00		STMT/6-21			D -	UTILITIES	101.43425.0332
62333 06/24/21 ELEC SERV-SECURITY LIGHT	38.00		STMT/6-21			D -	UTILITIES	651.48486.0332
62333 06/24/21 ELEC SERV-LIFT STATIONS	923.00		STMT/6-21			D -	UTILITIES	651.48487.0332
		1,129.36	*CHECK TOTAL					
	VENDOR TOTAL	1,129.36						
KELLEN/JOHN D	003590							
62334 06/24/21 ARTISTS ON MAIN STREET	300.00		1754			D N 01	AWARDS AND INDEM	235.41402.0442
KING'S ELECTRIC LLC	003138							
62335 06/24/21 INST. RECEPCTACLES-PARTS	51.06		1754			D -	MTCE. OF STRUCTU	101.45432.0225
62335 06/24/21 INST. RECEPCTACLES-LABOR	165.00		1754			D -	MTCE. OF STRUCTU	101.45432.0335
62335 06/24/21 REPL. BALLAST-PARTS	18.45		1756			D -	MTCE. OF STRUCTU	101.41408.0225
62335 06/24/21 REPL. BALLAST-LABOR	75.00		1756			D -	MTCE. OF STRUCTU	101.41408.0335
62335 06/24/21 EL#3 REPL. STARTERS	1,903.54		1757			D -	MTCE. OF EQUIPME	651.48487.0224
62335 06/24/21 EL#3 REPL. STARTERS	225.00		1757			D -	MTCE. OF EQUIPME	651.48487.0334
		2,438.05	*CHECK TOTAL					
	VENDOR TOTAL	2,438.05						
KLEIN/LAURA	003534							
62336 06/24/21 TENNIS COACHING	75.00		061421			D N 01	PROFESSIONAL SER	101.45432.0446
KRISS PREMIUM PRODUCTS I	002122							
62337 06/24/21 COOLING TOWER TREATMENT	941.77		172461			D -	GENERAL SUPPLIES	101.45433.0229
LEAGUE OF MN CITIES INS	000983							
62338 06/24/21 MUNICIPAL LIABILITY IN	8,500.00		40000823/21			D -	INSURANCES AND B	101.41402.0441
62338 06/24/21 AUTO LIAB/PHYS DAMAGE	203.00		40000823/21			D -	INSURANCES AND B	101.41402.0441
62338 06/24/21 PROPERTY INS PREMIUM	1,401.00		40000823/21			D -	INSURANCES AND B	101.41408.0441
62338 06/24/21 PROPERTY INS PREMIUM	500.00		40000823/21			D -	INSURANCES AND B	101.41408.0441
62338 06/24/21 EQUIPMENT INS PREMIUM	520.00		40000823/21			D -	INSURANCES AND B	101.41408.0441
62338 06/24/21 EQUIPMENT INS PREMIUM	71.00		40000823/21			D -	INSURANCES AND B	101.41408.0441
62338 06/24/21 AUTO LIAB/PHYS DAMAGE	99.00		40000823/21			D -	INSURANCES AND B	101.41408.0441
62338 06/24/21 PROPERTY INS PREMIUM	461.00		40000823/21			D -	INSURANCES AND B	101.41409.0441
62338 06/24/21 EQUIPMENT INS PREMIUM	119.00		40000823/21			D -	INSURANCES AND B	101.41409.0441
62338 06/24/21 PROPERTY INS PREMIUM	68.00		40000823/21			D -	INSURANCES AND B	101.41428.0441
62338 06/24/21 EQUIPMENT INS PREMIUM	2.00		40000823/21			D -	INSURANCES AND B	101.41428.0441
62338 06/24/21 MOBILE PROPERTY PREMIU	5,665.00		40000823/21			D -	INSURANCES AND B	101.41428.0441
62338 06/24/21 MUNICIPAL LIABILITY IN	8,899.00		40000823/21			D -	INSURANCES AND B	101.41428.0441
62338 06/24/21 MUNICIPAL LIABILITY IN	6,237.00		40000823/21			D -	INSURANCES AND B	101.41428.0441
62338 06/24/21 MUNICIPAL LIABILITY IN	8,445.00		40000823/21			D -	INSURANCES AND B	101.41428.0441
62338 06/24/21 MUNICIPAL LIABILITY I	26,544.00		40000823/21			D -	INSURANCES AND B	101.41428.0441
62338 06/24/21 MUNICIPAL LIABILITY INS	684.00CR		40000823/21			D -	INSURANCES AND B	101.41428.0441
62338 06/24/21 AUTO LIAB/PHYS DAMAGE	30.00		40000823/21			D -	INSURANCES AND B	101.41428.0441
62338 06/24/21 PROPERTY INS PREMIUM	298.00		40000823/21			D -	INSURANCES AND B	101.42411.0441

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
LEAGUE OF MN CITIES INS 000983													
62338	06/24/21	EQUIPMENT INS PREMIUM	103.00		40000823/21		D	-				INSURANCES AND B	101.42411.0441
62338	06/24/21	AUTO LIAB/PHYS DAMAGE	12,835.00		40000823/21		D	-				INSURANCES AND B	101.42411.0441
62338	06/24/21	PROPERTY INS PREMIUM	1,145.00		40000823/21		D	-				INSURANCES AND B	101.42412.0441
62338	06/24/21	EQUIPMENT INS PREMIUM	430.00		40000823/21		D	-				INSURANCES AND B	101.42412.0441
62338	06/24/21	MOBILE PROPERTY PREMIUM	122.00		40000823/21		D	-				INSURANCES AND B	101.42412.0441
62338	06/24/21	AUTO LIAB/PHYS DAMAGE	1,332.00		40000823/21		D	-				INSURANCES AND B	101.42412.0441
62338	06/24/21	AUTO LIAB/PHYS DAMAGE	299.00		40000823/21		D	-				INSURANCES AND B	101.43417.0441
62338	06/24/21	PROPERTY INS PREMIUM	25,451.00		40000823/21		D	-				INSURANCES AND B	101.43425.0441
62338	06/24/21	EQUIPMENT INS PREMIUM	1,820.00		40000823/21		D	-				INSURANCES AND B	101.43425.0441
62338	06/24/21	MOBILE PROPERTY PREMIUM	140.00		40000823/21		D	-				INSURANCES AND B	101.43425.0441
62338	06/24/21	AUTO LIAB/PHYS DAMAGE	4,899.00		40000823/21		D	-				INSURANCES AND B	101.43425.0441
62338	06/24/21	PROPERTY INS PREMIUM	1,897.00		40000823/21		D	-				INSURANCES AND B	101.45427.0441
62338	06/24/21	EQUIPMENT INS PREMIUM	652.00		40000823/21		D	-				INSURANCES AND B	101.45427.0441
62338	06/24/21	AUTO LIAB/PHYS DAMAGE	99.00		40000823/21		D	-				INSURANCES AND B	101.45432.0441
62338	06/24/21	PROPERTY INS PREMIUM	3,456.00		40000823/21		D	-				INSURANCES AND B	101.45433.0441
62338	06/24/21	EQUIPMENT INS PREMIUM	1,724.00		40000823/21		D	-				INSURANCES AND B	101.45433.0441
62338	06/24/21	AUTO LIAB/PHYS DAMAGE	110.00		40000823/21		D	-				INSURANCES AND B	101.45433.0441
62338	06/24/21	PROPERTY INS PREMIUM	1,227.00		40000823/21		D	-				INSURANCES AND B	101.45435.0441
62338	06/24/21	EQUIPMENT INS PREMIUM	227.00		40000823/21		D	-				INSURANCES AND B	101.45435.0441
62338	06/24/21	PROPERTY INS PREMIUM	3,974.00		40000823/21		D	-				INSURANCES AND B	101.45437.0441
62338	06/24/21	EQUIPMENT INS PREMIUM	334.00		40000823/21		D	-				INSURANCES AND B	101.45437.0441
62338	06/24/21	PROPERTY INS PREMIUM	11,997.00		40000823/21		D	-				INSURANCES AND B	230.43430.0441
62338	06/24/21	EQUIPMENT INS PREMIUM	516.00		40000823/21		D	-				INSURANCES AND B	230.43430.0441
62338	06/24/21	PROPERTY INS PREMIUM	28,635.00		40000823/21		D	-				INSURANCES AND B	651.48485.0441
62338	06/24/21	MOBILE PROPERTY PREMIUM	66.00		40000823/21		D	-				INSURANCES AND B	651.48485.0441
62338	06/24/21	AUTO LIAB/PHYS DAMAGE	935.00		40000823/21		D	-				INSURANCES AND B	651.48485.0441
62338	06/24/21	EQUIPMENT INS PREMIUM	10,902.00		40000823/21		D	-				INSURANCES AND B	651.48486.0441
62338	06/24/21	PROPERTY INS PREMIUM	921.00		40000823/21		D	-				INSURANCES AND B	816.41402.0441
			183,626.00		*CHECK TOTAL								
		VENDOR TOTAL	183,626.00										

LEAGUE OF MN CITIES INS 001189

62286	06/21/21	WORKER'S COMP PREMIUM	114,222.00		40000465/5-21		D	-				EMPLOYER INSUR.	101.41428.0114
62286	06/21/21	WORKER'S COMP PREMIUM	11,927.00		40000465/5-21		M	-				DUE FROM M.U.C. -	101.123006
62286	06/21/21	WORKER'S COMP PREMIUM	372.00		40000465/5-21		M	-				EMPLOYER INSUR.	101.41400.0114
62286	06/21/21	WORKER'S COMP PREMIUM	21.00		40000465/5-21		M	-				EMPLOYER INSUR.	101.41401.0114
62286	06/21/21	WORKER'S COMP PREMIUM	590.00		40000465/5-21		M	-				EMPLOYER INSUR.	101.41402.0114
62286	06/21/21	WORKER'S COMP PREMIUM	180.00		40000465/5-21		M	-				EMPLOYER INSUR.	101.41403.0114
62286	06/21/21	WORKER'S COMP PREMIUM	2.00CR		40000465/5-21		M	-				EMPLOYER INSUR.	101.41405.0114
62286	06/21/21	WORKER'S COMP PREMIUM	479.00		40000465/5-21		M	-				EMPLOYER INSUR.	101.41405.0114
62286	06/21/21	WORKER'S COMP PREMIUM	849.00		40000465/5-21		M	-				EMPLOYER INSUR.	101.41408.0114
62286	06/21/21	WORKER'S COMP PREMIUM	258.00		40000465/5-21		M	-				EMPLOYER INSUR.	101.41409.0114
62286	06/21/21	WORKER'S COMP PREMIUM	153.00		40000465/5-21		M	-				EMPLOYER INSUR.	101.41420.0114
62286	06/21/21	WORKER'S COMP PREMIUM	26.00		40000465/5-21		M	-				EMPLOYER INSUR.	101.41424.0114
62286	06/21/21	WORKER'S COMP PREMIUM	114,222.00CR		40000465/5-21		M	-				EMPLOYER INSUR.	101.41428.0114
62286	06/21/21	WORKER'S COMP PREMIUM	46,004.00		40000465/5-21		M	-				EMPLOYER INSUR.	101.42411.0114
62286	06/21/21	WORKER'S COMP PREMIUM	13,217.00		40000465/5-21		M	-				EMPLOYER INSUR.	101.42412.0114
62286	06/21/21	WORKER'S COMP PREMIUM	663.00		40000465/5-21		M	-				EMPLOYER INSUR.	101.43417.0114
62286	06/21/21	WORKER'S COMP PREMIUM	25,053.00		40000465/5-21		M	-				EMPLOYER INSUR.	101.43425.0114

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT	NAME	ACCO
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LEAGUE OF MN CITIES INS 001189  
 62286 06/21/21 WORKER'S COMP PREMIUM 38.00 40000465/5-21 M - EMPLOYER INSUR. 101.45001.0114  
 62286 06/21/21 WORKER'S COMP PREMIUM 1.00 40000465/5-21 M - EMPLOYER INSUR. 101.45427.0114  
 62286 06/21/21 WORKER'S COMP PREMIUM 1,837.00 40000465/5-21 M - EMPLOYER INSUR. 101.45432.0114  
 62286 06/21/21 WORKER'S COMP PREMIUM 1,343.00 40000465/5-21 M - EMPLOYER INSUR. 101.45433.0114  
 62286 06/21/21 WORKER'S COMP PREMIUM 1,104.00 40000465/5-21 M - EMPLOYER INSUR. 101.45435.0114  
 62286 06/21/21 WORKER'S COMP PREMIUM 1,053.00 40000465/5-21 M - EMPLOYER INSUR. 101.45437.0114  
 62286 06/21/21 WORKER'S COMP PREMIUM 7,313.00 40000465/5-21 M - EMPLOYER INSUR. 651.48484.0114  
 62286 06/21/21 WORKER'S COMP PREMIUM 1,048.00 40000465/5-21 M - EMPLOYER INSUR. 651.48485.0114  
 62286 06/21/21 WORKER'S COMP PREMIUM 695.00 40000465/5-21 M - EMPLOYER INSUR. 651.48486.0114  
 114,222.00 \*CHECK TOTAL  
 VENDOR TOTAL 114,222.00

LIFELOC TECHNOLOGIES INC 000978  
62339 06/24/21 GAS CYLINDER FOR PBT'S 191.57 352552 D - GENERAL SUPPLIES 101.42411.0229

LOCATORS & SUPPLIES INC 002162  
62340 06/24/21 ROAD WORK AHEAD SIGNS 639.96 0292933-IN P - MTCE. OF OTHER I 101.43425.0226

LUSH/MANDY .03098  
62341 06/24/21 REF.-CANCELLED PROGRAM 30.00 061121 D - REFUNDS AND REIM 101.41428.0882

MAGNUSON SHEET METAL INC 001121  
62342 06/24/21 A/C MTCE-PARTS 29.50 140703 D - MTCE. OF STRUCTU 101.43425.0225  
62342 06/24/21 A/C MTCE-LABOR 95.00 140703 D - MTCE. OF STRUCTU 101.43425.0335  
VENDOR TOTAL 124.50 \*CHECK TOTAL

MARCO TECHNOLOGIES LLC		000437									
62343	06/24/21	PRINT/PAGE	COUNT	8.98	INV8826969	D	-	OFFICE	SUPPLIES	101.41400.0220	
62343	06/24/21	PRINT/PAGE	COUNT	20.06	INV8826969	D	-	OFFICE	SUPPLIES	101.41402.0220	
62343	06/24/21	PRINT/PAGE	COUNT	28.10	INV8826969	D	-	OFFICE	SUPPLIES	101.41403.0220	
62343	06/24/21	PRINT/PAGE	COUNT	98.21	INV8826969	D	-	OFFICE	SUPPLIES	101.41405.0220	
62343	06/24/21	PRINT/PAGE	COUNT	4.94	INV8826969	D	-	OFFICE	SUPPLIES	101.41409.0220	
62343	06/24/21	PRINT/PAGE	COUNT	0.14	INV8826969	D	-	OFFICE	SUPPLIES	101.41420.0220	
62343	06/24/21	PRINT/PAGE	COUNT	42.32	INV8826969	D	-	OFFICE	SUPPLIES	101.42411.0220	
62343	06/24/21	PRINT/PAGE	COUNT	7.92	INV8826969	D	-	OFFICE	SUPPLIES	101.43417.0220	
62343	06/24/21	PRINT/PAGE	COUNT	60.78	INV8826969	D	-	OFFICE	SUPPLIES	101.43425.0220	
62343	06/24/21	PRINT/PAGE	COUNT	8.00	INV8826969	D	-	OFFICE	SUPPLIES	101.45001.0220	
62343	06/24/21	PRINT/PAGE	COUNT	16.08	INV8826969	D	-	OFFICE	SUPPLIES	101.45433.0220	
62343	06/24/21	PRINT/PAGE	COUNT	11.91	INV8826969	D	-	OFFICE	SUPPLIES	651.48484.0220	
				307.44	*CHECK TOTAL						
		VENDOR	TOTAL	307.44							

MARCO TECHNOLOGIES LLC	001838					
62344 06/24/21 COPIER LEASE-JUN	150.00	444321509	D -	RENTS	101.42412.0440	
62344 06/24/21 COPIER LEASE-JUN	135.31	445196207	D -	RENTS	101.42411.0440	
	285.31	*CHECK TOTAL				
VENDOR TOTAL:	285.31					

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MENARDS	000449												
62345	06/24/21	BATTERY TESTER	24.99	16398			D	-				SMALL TOOLS	101.45433.0221
62345	06/24/21	CLEANING SUPPLIES	9.97	16398			D	-				CLEANING AND WAS	101.45433.0228
62345	06/24/21	CABLES/BATTERIES	71.86	16398			D	-				GENERAL SUPPLIES	101.45433.0229
62345	06/24/21	PAINTING SUPPLIES	99.69	18426			D	-				GENERAL SUPPLIES	101.45433.0229
62345	06/24/21	IRRIGATION PARTS	184.47	18813			D	-				MTCE. OF OTHER I	101.43425.0226
62345	06/24/21	MATERIALS FOR STAIRS	84.95	19270			D	-				MTCE. OF STRUCTU	101.45433.0225
62345	06/24/21	EAR PLUGS	24.99	19270			D	-				GENERAL SUPPLIES	101.45433.0229
62345	06/24/21	POOL THERMOMETER	7.98	19297			D	-				MTCE. OF EQUIPME	101.45437.0224
62345	06/24/21	BLEACHER STAIRS-MAT'L	19.99	19374			D	-				MTCE. OF OTHER I	101.45433.0226
62345	06/24/21	KEY TAGS	5.99	19374			D	-				GENERAL SUPPLIES	101.45433.0229
62345	06/24/21	CORDLESS LEAF BLOWER	249.99	19538			D	-				SMALL TOOLS	651.48485.0221
62345	06/24/21	GARDEN HOSE/NOZZLE	86.39	19538			D	-				GENERAL SUPPLIES	651.48485.0229
62345	06/24/21	R.I. PLAYGRND WTR-PARTS	23.16	19669			D	-				MTCE. OF OTHER I	101.43425.0226
62345	06/24/21	T-HEX KEY SET	16.49	19832			D	-				SMALL TOOLS	101.43425.0221
62345	06/24/21	BOTTLED WATER	51.20	19900			D	-				SUBSISTENCE OF P	101.42412.0227
62345	06/24/21	2 COOLERS/BOTTLED WATER	70.10	19901			D	-				GENERAL SUPPLIES	101.42411.0229
62345	06/24/21	LAB/SAFETY SUPPLIES	17.95	19904			D	-				GENERAL SUPPLIES	651.48484.0229
62345	06/24/21	OWL DECOY	9.97	19904			D	-				GENERAL SUPPLIES	651.48484.0229
62345	06/24/21	PLUMBING PARTS	54.42	19909			D	-				MTCE. OF STRUCTU	101.43425.0225
62345	06/24/21	PLASTIC SCOOP	13.98	19959			D	-				SMALL TOOLS	101.43425.0221
62345	06/24/21	TEMPORARY FENCING	444.25	20067			D	-				SMALL TOOLS	101.43425.0221
62345	06/24/21	DOOR JAMB KIT	12.48	20086			D	-				MTCE. OF STRUCTU	101.45435.0225
62345	06/24/21	BOTTLED WATER	7.68	20154			D	-				GENERAL SUPPLIES	101.43425.0229
62345	06/24/21	SOCKET/RATCHET TOOLS	31.94	20214			D	-				SMALL TOOLS	101.45427.0221
62345	06/24/21	TOOL BOX FOR SIGN PARTS	18.98	20228			D	-				SMALL TOOLS	101.43425.0221
			1,643.86		*CHECK TOTAL								
		VENDOR TOTAL	1,643.86										
MIMECAST NORTH AMERICA I	003311												
62346	06/24/21	EMAIL MGMT SERV-JUL	1,579.17		INVUS1009584		D	-				SUBSCRIPTIONS AN	101.41409.0443
MINI BIFF LLC	001805												
62347	06/24/21	TOILET RENTALS	86.96	A-123303			D	-				RENTS	101.43425.0440
62347	06/24/21	TOILET RENTALS	86.96	A-123305			D	-				RENTS	101.43425.0440
62347	06/24/21	TOILET RENTALS	86.96	A-123307			D	-				RENTS	101.43425.0440
62347	06/24/21	TOILET RENTALS	86.96	A-123312			D	-				RENTS	101.43425.0440
62347	06/24/21	TOILET RENTALS	86.96	A-123346			D	-				RENTS	101.43425.0440
62347	06/24/21	TOILET RENTALS	86.96	A-123413			D	-				RENTS	101.43425.0440
			521.76		*CHECK TOTAL								
		VENDOR TOTAL	521.76										
MN DEPT OF REVENUE	000492												
385	06/18/21	SALES TAX-MAY	968.00	STMT/5-21			M	-				SALES TAX PAYABL	101.206000
385	06/18/21	USE TAX-MAY	36.36	STMT/5-21			M	-				SALES TAX PAYABL	101.206000
385	06/18/21	SALES TAX-MAY	1.96CR	STMT/5-21			M	-				OFFICE SUPPLIES	101.41401.0220
385	06/18/21	SALES TAX-MAY	6.41CR	STMT/5-21			M	-				GENERAL SUPPLIES	101.41401.0229
385	06/18/21	SALES TAX-MAY	1.67CR	STMT/5-21			M	-				SMALL TOOLS	101.41409.0221
385	06/18/21	SALES TAX-MAY	1.28CR	STMT/5-21			M	-				SUBSISTENCE OF P	101.42411.0227
385	06/18/21	SALES TAX-MAY	10.27CR	STMT/5-21			M	-				GENERAL SUPPLIES	101.42411.0229

**VENDOR NAME AND NUMBER**

MN POLLUTION CONTROL AGE 000512  
62287 06/21/21 TEMPLER-SEMINAR REGIS. 100.00 062121 D - TRAVEL-CONF. - SCH 651.48484.033

MN\WI PLAYGROUND 003213  
62348 06/24/21 SPERRY PARK EQUIP INS 26,940.35 2021105 D - FURNITURE AND EQ 450.45432.0552  
62348 06/24/21 HILLTOP PARK EQUIP IN 26,940.35 2021171 D - FURNITURE AND EQ 450.45432.0552  
53,880.70 \*CHECK TOTAL  
VENDOR TOTAL 53,880.70

VENDOR NAME AND NUMBER		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
MORRELL/AMY	003536	62349 06/24/21 TENNIS COACHING	75.00		061421		D N 01	PROFESSIONAL SER	101.45432.0446
MUNICIPAL UTILITIES	000541	62282 06/17/21 UTILITIES FOR MAY	2,584.94	5/21			D -	UTILITIES	101.41408.0332
		62282 06/17/21 UTILITIES FOR MAY	4,666.16	5/21			D -	UTILITIES	101.43425.0332
		62282 06/17/21 UTILITIES FOR MAY	289.94	5/21			D -	UTILITIES	101.45001.0332
		62282 06/17/21 UTILITIES FOR MAY	1,891.42	5/21			D -	UTILITIES	101.45427.0332
		62282 06/17/21 UTILITIES FOR MAY	16.05	5/21			D -	UTILITIES	101.45432.0332
		62282 06/17/21 UTILITIES FOR MAY	9,804.48	5/21			D -	UTILITIES	101.45433.0332
		62282 06/17/21 UTILITIES FOR MAY	1,131.80	5/21			D -	UTILITIES	101.45435.0332
		62282 06/17/21 UTILITIES FOR MAY	2,014.26	5/21			D -	UTILITIES	101.45437.0332
		62282 06/17/21 UTILITIES FOR MAY	992.85	5/21			D -	UTILITIES	651.48484.0332
		62282 06/17/21 UTILITIES FOR MAY	4,914.91	5/21			D -	UTILITIES	651.48485.0332
			28,306.81	*CHECK TOTAL					
		VENDOR TOTAL	28,306.81						
MVTL LABORATORIES INC	000544	62350 06/24/21 LAB TESTING	313.00		1093313		D -	PROFESSIONAL SER	651.48484.0446
		62350 06/24/21 LAB TESTING	46.00		1093718		D -	PROFESSIONAL SER	651.48484.0446
			359.00	*CHECK TOTAL					
		VENDOR TOTAL	359.00						
NAPA CENTRAL MN	000249	62351 06/24/21 WIRING FOR SQUAD CAR	43.41		854058		D -	MTCE. OF EQUIPME	101.42411.0224
		62351 06/24/21 #130522-GREASE	55.96		856662		D -	MOTOR FUELS AND	101.42412.0222
		62351 06/24/21 OIL/LUBRICANTS	50.58		856774		D -	MOTOR FUELS AND	101.45433.0222
			149.95	*CHECK TOTAL					
		VENDOR TOTAL	149.95						
NATIONWIDE GLASS OF WILL	000564	62352 06/24/21 PLEXIGLASS	67.66		3793		D -	GENERAL SUPPLIES	101.41408.0229
NCL OF WISCONSIN INC	001627	62353 06/24/21 LAB SUPPLIES	417.22		456031		D -	GENERAL SUPPLIES	651.48484.0229
NELSON/ANITA	002823	62354 06/24/21 IN-SERVICE TRNG/CERTIF.	420.00		061121		D N 01	PROFESSIONAL SER	101.45437.0446
NEW LONDON BUSINESS NETW	003646	62283 06/17/21 2021 MEMBERSHIP DUES	400.00		WLACVB		D -	SUBSCRIPTIONS AN	208.45005.0443
NLS FASTPITCH	.03093	62284 06/17/21 NLS SOFTBALL TOURNAMENT	275.00		060721		D -	SUBSCRIPTIONS AN	101.45432.0443
NORTHERN BUSINESS PRODUC	002322	62355 06/24/21 FILE CABINET	263.20		581392-0		D -	SMALL TOOLS	101.45432.0221
		62355 06/24/21 OFFICE SUPPLIES	70.35		588966-0		D -	OFFICE SUPPLIES	101.41410.0220

VENDOR NAME AND NUMBER		AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
CHECK#	DATE	DESCRIPTION						
NORTHERN BUSINESS PRODUC 002322								
62355	06/24/21	OFFICE SUPPLIES	54.54		589450-0	D -	OFFICE SUPPLIES	651.48484.0220
62355	06/24/21	COPY PAPER	49.48		590351-0	D -	OFFICE SUPPLIES	101.45432.0220
62355	06/24/21	OFFICE SUPPLIES	18.59		591511-0	D -	OFFICE SUPPLIES	101.45432.0220
		VENDOR TOTAL	456.16	*CHECK TOTAL				
OASIS AERO INC 003286								
62356	06/24/21	TOILET TISSUE	50.91		3705	D -	GENERAL SUPPLIES	230.43430.0229
62356	06/24/21	STORM WATER PERMIT FEE	400.00		3705	D -	LICENSES AND TAX	230.43430.0445
		VENDOR TOTAL	450.91	*CHECK TOTAL				
OSTERBAUER/LUKE .03099								
62357	06/24/21	REF.-CANCELLED PROGRAM	30.00		061121	D -	REFUNDS AND REIM	101.41428.0882
PLUMBING & HEATING OF WI 000618								
62358	06/24/21	PLUMBING REPAIR-PARTS	126.87		30607	D -	MTCE. OF STRUCTU	230.43430.0225
62358	06/24/21	PLUMBING REPAIR-LABOR	225.00		30607	D -	MTCE. OF STRUCTU	230.43430.0335
		VENDOR TOTAL	351.87	*CHECK TOTAL				
POMP'S TIRE-SAVAGE 003170								
62359	06/24/21	TIRES FOR SQUADS	1,752.84		210532463	D -	MTCE. OF EQUIPME	101.42411.0224
62359	06/24/21	TIRES FOR SQUADS	1,620.24		210532955	D -	MTCE. OF EQUIPME	101.42411.0224
		VENDOR TOTAL	3,373.08	*CHECK TOTAL				
PREMIUM WATERS INC 000374								
62360	06/24/21	DRINKING WATER	16.00		329949/5-21	D -	SUBSISTENCE OF P	101.42412.0227
62360	06/24/21	SOFTENER SALT	65.00		329949/5-21	D -	GENERAL SUPPLIES	101.42412.0229
62360	06/24/21	DRINKING WATER	21.50		803211/5-21	D -	SUBSISTENCE OF P	101.45435.0227
		VENDOR TOTAL	102.50	*CHECK TOTAL				
RIDGEWATER COLLEGE 001136								
62361	06/24/21	FIRST AID/CPR TRAINING	770.00		00238605	D -	TRAVEL-CONF.-SCH	101.45432.0333
62361	06/24/21	APPARATUS OPERATOR TRN	5,850.00		834676	D -	TRAVEL-CONF.-SCH	101.42412.0333
62361	06/24/21	APPARATUS OPERATOR TRNG	650.00		840631	D -	TRAVEL-CONF.-SCH	101.42412.0333
		VENDOR TOTAL	7,270.00	*CHECK TOTAL				
ROAD MACHINERY & SUPPLIE 003161								
62362	06/24/21	TRASH PUMP PARTS	57.48		S6694202	D -	MTCE. OF EQUIPME	651.48485.0224
62362	06/24/21	TRASH PUMP PARTS	29.62CR		661902/6670402	D -	MTCE. OF EQUIPME	651.48485.0224
		VENDOR TOTAL	27.86	*CHECK TOTAL				

VENDOR NAME AND NUMBER		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
SASCS LLC	003649								
62363	06/24/21	GRAIN BIN RESCUE TRNG	1,600.00		3515		D -	TRAVEL-CONF.-SCH	101.42412.0333
SERVICE CENTER/CITY OF W	000685								
62364	06/24/21	GAS-49.18 GALLONS	127.38		STMT/5-21		D -	MOTOR FUELS AND	101.41402.0222
62364	06/24/21	GAS-20.79 GALLONS	53.34		STMT/5-21		D -	MOTOR FUELS AND	101.41408.0222
62364	06/24/21	GAS-2,135.93 GALLONS	5,496.69		STMT/5-21		D -	MOTOR FUELS AND	101.42411.0222
62364	06/24/21	DIESEL-155.65 GALLONS	362.49		STMT/5-21		D -	MOTOR FUELS AND	101.42412.0222
62364	06/24/21	GAS-129.79 GALLONS	335.44		STMT/5-21		D -	MOTOR FUELS AND	101.42412.0222
62364	06/24/21	GAS-27.39 GALLONS	69.57		STMT/5-21		D -	MOTOR FUELS AND	101.43417.0222
62364	06/24/21	DIESEL-1,588.95 GALLON	3,709.71		STMT/5-21		D -	MOTOR FUELS AND	101.43425.0222
62364	06/24/21	GAS-959.21 GALLONS	2,471.69		STMT/5-21		D -	MOTOR FUELS AND	101.43425.0222
62364	06/24/21	GAS-56.79 GALLONS	145.51		STMT/5-21		D -	MOTOR FUELS AND	101.45433.0222
62364	06/24/21	DIESEL-106.72 GALLONS	250.77		STMT/5-21		D -	MOTOR FUELS AND	651.48484.0222
62364	06/24/21	GAS-30.96 GALLONS	78.64		STMT/5-21		D -	MOTOR FUELS AND	651.48484.0222
			13,101.23		*CHECK TOTAL				
		VENDOR TOTAL	13,101.23						
SPRINT	000578								
62365	06/24/21	CELL PHONE USAGE-MAY	69.98		317498885-157		D -	COMMUNICATIONS	101.41409.0330
STACY'S NURSERY INC	000706								
62366	06/24/21	SHADE TREES	11,250.00		17305		D -	MTCE. OF OTHER I	101.43425.0226
62366	06/24/21	BAKER-PLANTS/ROCK/MULCH	464.98		17569		D -	MTCE. OF OTHER I	101.43425.0226
			11,714.98		*CHECK TOTAL				
		VENDOR TOTAL	11,714.98						
SUN LIFE FINANCIAL	003460								
62288	06/21/21	LIFE/LTD/VISION INS-JUN	7.65		M360		D -	COBRA INS PREMIU	101.120001
62288	06/21/21	LIFE/LTD/VISION INS-JUN	79.58		M360		D -	EMPLOYER INSUR.	101.41400.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	95.58		M360		D -	EMPLOYER INSUR.	101.41402.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	47.22		M360		D -	EMPLOYER INSUR.	101.41403.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	114.29		M360		D -	EMPLOYER INSUR.	101.41405.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	22.64		M360		D -	EMPLOYER INSUR.	101.41408.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	77.27		M360		D -	EMPLOYER INSUR.	101.41409.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	5.59		M360		D -	EMPLOYER INSUR.	101.41424.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	93.38		M360		D -	INS. PASS THROUG	101.41428.0819
62288	06/21/21	LIFE/LTD/VISION INS-JU	1,060.55		M360		D -	EMPLOYER INSUR.	101.42411.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	111.85		M360		D -	EMPLOYER INSUR.	101.42412.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	95.54		M360		D -	EMPLOYER INSUR.	101.43417.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	541.08		M360		D -	EMPLOYER INSUR.	101.43425.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	25.15		M360		D -	EMPLOYER INSUR.	101.45001.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	97.49		M360		D -	EMPLOYER INSUR.	101.45432.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	48.84		M360		D -	EMPLOYER INSUR.	101.45433.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	36.44		M360		D -	EMPLOYER INSUR.	101.45435.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	12.52		M360		D -	EMPLOYER INSUR.	101.45437.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	273.20		M360		D -	EMPLOYER INSUR.	651.48484.0114
62288	06/21/21	LIFE/LTD/VISION INS-JUN	24.06		M360		D -	EMPLOYER INSUR.	651.48485.0114
			2,869.92		*CHECK TOTAL				

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
SUN LIFE FINANCIAL		003460											
62367	06/24/21	LIFE/LTD/VISION-JUL	7.65		M361		D	-				COBRA INS PREMIU	101.120001
62367	06/24/21	LIFE/LTD/VISION-JUL	28.78		M361		D	-				EMPLOYER INSUR.	101.41400.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	121.63		M361		D	-				EMPLOYER INSUR.	101.41402.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	47.22		M361		D	-				EMPLOYER INSUR.	101.41403.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	116.70		M361		D	-				EMPLOYER INSUR.	101.41405.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	23.49		M361		D	-				EMPLOYER INSUR.	101.41408.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	76.59		M361		D	-				EMPLOYER INSUR.	101.41409.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	5.59		M361		D	-				EMPLOYER INSUR.	101.41424.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	101.43		M361		D	-				INS. PASS THROUG	101.41428.0819
62367	06/24/21	LIFE/LTD/VISION-JUL	1,061.03		M361		D	-				EMPLOYER INSUR.	101.42411.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	111.20		M361		D	-				EMPLOYER INSUR.	101.42412.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	85.01		M361		D	-				EMPLOYER INSUR.	101.43417.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	537.81		M361		D	-				EMPLOYER INSUR.	101.43425.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	25.15		M361		D	-				EMPLOYER INSUR.	101.45001.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	97.49		M361		D	-				EMPLOYER INSUR.	101.45432.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	48.84		M361		D	-				EMPLOYER INSUR.	101.45433.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	36.76		M361		D	-				EMPLOYER INSUR.	101.45435.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	11.88		M361		D	-				EMPLOYER INSUR.	101.45437.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	272.93		M361		D	-				EMPLOYER INSUR.	651.48484.0114
62367	06/24/21	LIFE/LTD/VISION-JUL	22.78		M361		D	-				EMPLOYER INSUR.	651.48485.0114
		VENDOR TOTAL	2,839.96		*CHECK TOTAL								
			5,709.88										
SURPLUS WAREHOUSE INC		000728											
62368	06/24/21	RECYCLING FEE	50.00		061721		D	-				CLEANING AND WAS	101.45433.0338
SWARM		.03100											
62369	06/24/21	SWARM SOFTBALL TOURN.	300.00		060921		D	-				SUBSCRIPTIONS AN	101.45432.0443
SYSCO WESTERN MINNESOTA		000161											
62370	06/24/21	CONCESSION SUPPLIES	125.50		153945683		D	-				GENERAL SUPPLIES	101.45433.0229
TEN17 MEDIA LLC		003589											
62371	06/24/21	WEBSITE/SOC. MEDIA WOR	1,250.00		1118		D	-				PROFESSIONAL SER	235.41402.0446
TORKELSON'S LOCK SERVICE		002583											
62372	06/24/21	RICE SHLTR LOCK REPAIR	40.00		4095421		D	-				MTCE. OF STRUCTU	101.43425.0225
62372	06/24/21	RICE SHLTR LOCK REPAIR	25.00		4095421		D	-				MTCE. OF STRUCTU	101.43425.0335
62372	06/24/21	REKEYED LOCKS-PARTS	121.50		4095531		D	-				MTCE. OF STRUCTU	101.41408.0225
62372	06/24/21	REKEYED LOCKS-LABOR	25.00		4095531		D	-				MTCE. OF STRUCTU	101.41408.0335
62372	06/24/21	REKEYED LOCKS-PARTS	85.00		4095531		D	-				MTCE. OF STRUCTU	101.45427.0225
62372	06/24/21	REKEYED LOCKS-LABOR	40.00		4095531		D	-				MTCE. OF STRUCTU	101.45427.0335
		VENDOR TOTAL	336.50		*CHECK TOTAL								
			336.50										
UNCOMMON USA INC		001286											
62373	06/24/21	ROPE FOR FLAG POLES	70.90		1150258-IN		D	-				GENERAL SUPPLIES	651.48484.0229

VENDOR NAME AND NUMBER		AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
CHECK#	DATE	DESCRIPTION						
UNIVERSAL SPEEDY PRINT O	000765							
62374 06/24/21 WE ARE HIRING YARD SIGNS	592.40			130749		D -	PRINTING AND PUB	101.42412.0331
62374 06/24/21 BUS. CARDS FOR HIRING	66.00			131092		D -	PRINTING AND PUB	101.42412.0331
			658.40	*CHECK TOTAL				
	VENDOR TOTAL	658.40						
US BANK EQUIPMENT FINANC	003143							
62375 06/24/21 COPIER LEASE-JUN	157.00			445386345		D -	RENTS	101.42411.0440
VERIZON WIRELESS	002915							
62376 06/24/21 CELL PHONE USAGE-MAR	2,138.69			9877231083		D -	COMMUNICATIONS	101.41409.0330
62376 06/24/21 CELL PHONE USAGE-MAY	2,202.86			9881518497		D -	COMMUNICATIONS	101.41409.0330
			4,341.55	*CHECK TOTAL				
	VENDOR TOTAL	4,341.55						
WEST CENTRAL COMMUNICATI	000796							
62377 06/24/21 PROGRAMMED PAGER	17.50			091741S		D -	MTCE. OF EQUIPME	101.42412.0334
62377 06/24/21 PAGER REPAIR-LABOR	17.50			091742S		D -	MTCE. OF EQUIPME	101.42412.0334
62377 06/24/21 PAGER PARTS	89.90			091743S		D -	MTCE. OF EQUIPME	101.42412.0224
62377 06/24/21 MIC HOLDER	104.85			091808S		D -	MTCE. OF EQUIPME	101.43425.0224
		229.75		*CHECK TOTAL				
	VENDOR TOTAL	229.75						
WEST CENTRAL SANITATION	000805							
62378 06/24/21 RECYCLING-JUL	43.40			12076753		D -	CLEANING AND WAS	101.41408.0338
62378 06/24/21 RECYCLING-JUL	43.40			12078157		D -	CLEANING AND WAS	651.48484.0338
		86.80		*CHECK TOTAL				
	VENDOR TOTAL	86.80						
WEST CENTRAL TRIBUNE	000807							
62379 06/24/21 2021 SUBSCRIPTION	113.62			177822549/21		D -	SUBSCRIPTIONS AN	101.41408.0443
62379 06/24/21 2022 SUBSCRIPTION	113.62			177822549/22		D -	PREPAID EXPENSES	101.128000
		227.24		*CHECK TOTAL				
	VENDOR TOTAL	227.24						
WILLMAR AUTO VALUE	002689							
62380 06/24/21 SHOP SUPPLIES	65.05			22394451		D -	GENERAL SUPPLIES	101.43425.0229
62380 06/24/21 HYDRAULIC FITTINGS	799.50			22395881		D -	INVENTORIES-MDSE	101.125000
		864.55		*CHECK TOTAL				
	VENDOR TOTAL	864.55						
WILLMAR WARHAWKS	003287							
62381 06/24/21 CONCESSION INCOME SPLIT	951.95			1024		D -	OTHER CHARGES	101.45433.0449
WINDSTREAM	002100							
62382 06/24/21 PHONE SERV-JUN	71.92			STMT/6-21		D -	COMMUNICATIONS	101.45433.0330

ACS FINANCIAL SYSTEM  
06/24/2021 15:27:39

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR  
GL540R-V08.15 PAGE 16

VENDOR NAME AND NUMBER		AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
CHECK#	DATE	DESCRIPTION						
REPORT TOTALS:		671,134.34						

RECORDS PRINTED - 000414

ACS FINANCIAL SYSTEM  
06/24/2021 15:27:39

Vendor Payment History Report

CITY OF WILLMAR  
GL060S-V08.15 RECAPPAGE  
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	497,479.87
208	CONVENTION & VISITORS BUREAU	400.00
230	WILLMAR MUNICIPAL AIRPORT	13,318.38
235	WILLMAR MAIN STREET	1,550.00
236	BIKE SHARE PROGRAM	8.82 CR
450	CAPITAL IMPROVEMENT FUND	63,493.44
651	WASTE TREATMENT	93,806.64
804	FIRE DEPT EXPLORER FUND	173.83
816	BIOSCIENCE GRANT	921.00
TOTAL ALL FUNDS		671,134.34

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	671,134.34
TOTAL ALL BANKS		671,134.34



## City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2021	<b>Agenda Item Number:</b>	5.G.
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	City Clerk
<b>Resolution</b>	N/A	<b>Prepared by:</b>	Judy Thompson City Clerk
<b>Ordinance</b>	N/A	<b>Reviewed By:</b>	John Harren, Interim City Administrator
<b>No. of Attachments</b>		<b>Presented By:</b>	Judy R. Thompson, City Clerk
<b>Item:</b>	Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit – Kandiyohi County Fair Association		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_ to Approve the State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License on a Roll Call Vote

**COMMITTEE/BOARD/COMMISSION RECOMMENDATION:** N/A**OVERVIEW:**

The Kandiyohi County Fair Association; a 501 (c) (3) nonprofit corporation organized under the laws of the State of Minnesota, has plans to sell alcohol during the Kandiyohi County Fair from August 11-14, 2021. A State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License is required to distribute or consume alcohol on their property. Municipal Code Section 3-173 states a temporary license shall only be issued to a club, charitable, religious, or other nonprofit organization that has been in existence for at least three (3) years.

Approve the application pending approval of the Police Department.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

Deny the serving of alcohol during the Kandiyohi County Fair

**BUDGETARY/FISCAL ISSUES:** \$100.00 Application Fee**ATTACHMENTS:** N/A



## City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2021	<b>Agenda Item Number:</b>	5.H.
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	City Clerk
<b>Resolution</b>	N/A	<b>Prepared by:</b>	Judy Thompson City Clerk
<b>Ordinance</b>	N/A	<b>Reviewed By:</b>	John Harren, Interim City Administrator
<b>No. of Attachments</b>		<b>Presented By:</b>	Judy R. Thompson, City Clerk
<b>Item:</b>	Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit – Foxhole Brewhouse Inc.		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_ to Approve the State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License on a Roll Call Vote

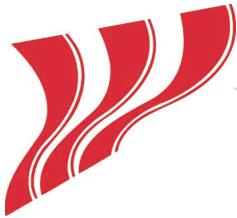
**COMMITTEE/BOARD/COMMISSION RECOMMENDATION:** N/A**OVERVIEW:**

The Foxhole Brewhouse Inc. dba Foxhole Brewhouse; has plans to sell alcohol during a social event on Wednesday, July 21, 2021. A State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License is required to distribute or consume alcohol per State Statute 340A.404, Subdivision 10 (c), which states that the governing body of a municipality may issue to a brewer who manufactures fewer than 3,500 barrels of malt liquor in a year or a microdistillery a temporary license for the on-sale of intoxicating liquor in connection with a social event within the municipality sponsored by the brewer or microdistillery. The terms and conditions specified for temporary licenses under paragraph (a) shall apply to a license issued under this paragraph, except that the insurance requirements of section 340A.409 subdivisions 1 to 3a, shall apply to the license.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

Deny the serving of alcohol during their social event

**BUDGETARY/FISCAL ISSUES:** \$100.00 Application Fee**ATTACHMENTS:** N/A



**City Council Action Request**

<b>Council Meeting Date:</b>	July 6, 2021	<b>Agenda Item Number:</b>	5.I.
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	City Clerk
<b>Resolution</b>	N/A	<b>Prepared by:</b>	Judy Thompson City Clerk
<b>Ordinance</b>	N/A	<b>Reviewed By:</b>	John Harren, Interim City Administrator
<b>No. of Attachments</b>		<b>Presented By:</b>	Judy R. Thompson, City Clerk
<b>Item:</b>	Consideration of Spurs Corporation On-Sale Intoxicating Liquor License		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_ to Approve the Spurs Corporation On-Sale Intoxicating Liquor License through the fiscal year ending April 25, 2022, on a Roll Call Vote.

**COMMITTEE/BOARD/COMMISSION RECOMMENDATION:** N/A

**OVERVIEW:**

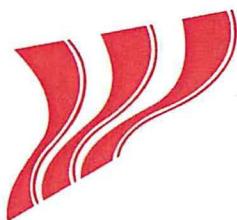
On June 9, 2021, Spurs Corporation, owned by Willie Gonzalez, Stephanie Lopez, and Esporanza Lopez request to hold an On-Sale Intoxicating Liquor License located at 313 4<sup>th</sup> Street SW, Suite 2 under the name Spurs Corporation dba Spurs Grill and Bar. The Willmar Police Department has completed a background, criminal history, and driving record check. Mr. Willie Gonzalez is the Resident Manager for this establishment.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

Deny the approval of the requested application.

**BUDGETARY/FISCAL ISSUES:** \$300 Investigation Fee and \$4,000 License Fee

**ATTACHMENTS:** N/A



# City of Willmar

## City Council Action Request

<b>Council Meeting Date:</b>	June 21, 2021	<b>Agenda Item Number:</b>	5.J.
<b>Agenda Section:</b>	Council	<b>Originating Department:</b>	Engineering Department
<b>Resolution</b>	Yes	<b>Prepared by:</b>	Gary Manzer Interim Public Works Director
<b>Ordinance</b>	No	<b>Reviewed By:</b>	John Harren Interim City Administrator
<b>No. of Attachments</b>	2	<b>Presented By:</b>	Gary Manzer Interim Public Works Director
<b>Item:</b>	City Engineering Department recommending acceptance of Project No. 1901-B and authorizing final payment to Duininck, Inc. in the amount of \$93,842.38.		

### RECOMMENDED ACTION:

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt the resolution accepting Project No. 1901-B and authorizing final payment to Duininck, Inc. in the amount of \$93,842.38.

### OVERVIEW:

Project No. 1901-B included the reconstruction of 13th and 14th Street SE from the service road to the south end and 15th and 16th Street SE from Becker Avenue to the south end.

Final quantities have been reviewed by staff and recommendation is to authorize final payment to Duininck in the amount of \$93,842.38.

### BUDGETARY/FISCAL ISSUES:

As-Bid Project Budget	\$2,232,137.65
Change Order No. 1	\$8,008.00
Change Order No. 2	\$11,217.00
<u>Change Order No. 3</u>	<u>\$26,621.00</u>
Total	\$2,277,983.65

Pay Estimate No. 1	\$93,163.56
Pay Estimate No. 2	\$36,343.20
Pay Estimate No. 3	\$356,349.70
Pay Estimate No. 4	\$757,799.66
Pay Estimate No. 5	\$669,887.37
Pay Estimate No. 6	\$241,362.61
<u>Final Pay Estimate</u>	<u>\$93,842.38</u>
Total	\$2,248,748.48

### ATTACHMENTS:

Council Resolution  
Final Pay Application

**Resolution No.**

**A RESOLUTION ACCEPTING PROJECT NO. 1901-B AND AUTHORIZING FINAL PAYMENT.**

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

IMPROVEMENT: Project No. 1901-B – Reconstruction of 13<sup>th</sup> St SE, 14<sup>th</sup> St SE, 15<sup>th</sup> St SE & 16<sup>th</sup> St SE

CONTRACTOR: Duininck, Inc.  
DATE OF CONTRACT: June 17, 2019  
BEGIN WORK: July 9, 2019  
COMPLETE WORK: June 30, 2020  
APPROVE, ENGINEERING DEPT: May 28, 2021

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

1. The said City of Willmar Project No. 1901-B be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$2,232,137.65
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$2,232,137.65
CHANGE ORDER NO. 1:	\$8,008.00
CHANGE ORDER NO. 2:	\$11,217.00
CHANGE ORDER NO. 3:	\$26,621.00
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$2,248,748.48
Less Previous Payments	\$2,154,906.10
<b>FINAL PAYMENT DUE CONTRACTOR:</b>	<b>\$93,842.38</b>

Dated this 6th day of July, 2021

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\_\_\_\_\_  
Mayor

Attest:

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

CONTRACTOR'S NO. 7 FINAL ESTIMATE

PROJECT NO. 1901-B

CONTRACTOR: DUNINCK INC.

P.O. BOX 208

PRINSBURG, MN 56281

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

LOCATION: 13TH ST SE, 14TH ST SE, 15TH ST SE, 16TH ST SE

DATE: 6/4/2021

HONORABLE MAYOR AND CITY COUNCIL

CITY OF WILLMAR, MINNESOTA

IN ACCORDANCE WITH THE CONTRACT WITH DUNINCK INC.

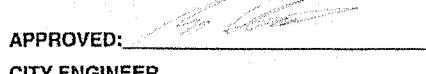
I HEREWITNESS PRESENT THE FOLLOWING ESTIMATE

1901-B

	STREET ITEMS	ITEM	UNIT	QUANTITY	PRICE	TOTAL
2011.601	Construction Surveying		LS	1.00	\$45,600.00	\$45,600.00
2021.501	Mobilization		LS	1.00	\$136,000.00	\$136,000.00
2101.501	Clearing and Grubbing		LS	0.00	\$5,000.00	\$0.00
2104.502	Remove Manhole or Catchbasin		EA	44.00	\$350.00	\$15,400.00
2104.503	Remove Pipe Sewer (Storm)		LF	1906.00	\$10.00	\$19,060.00
2104.503	Remove Concrete Curb and Gutter		LF	8526.00	\$3.50	\$29,841.00
2104.504	Remove Concrete Driveway Pavement		SY	575.00	\$8.50	\$4,887.50
2104.504	Remove Bituminous Pavement		SY	17400.00	\$2.15	\$37,410.00
2104.518	Remove Concrete Sidewalk		SF	1260.00	\$1.00	\$1,260.00
2105.504	Geotextile Fabric Type 5		SY	13047.00	\$1.55	\$20,222.85
2105.507	Common Excavation		CY	8379.00	\$14.50	\$121,495.50
2211.509	Aggregate Base Class 5		TON	12524.87	\$15.50	\$194,135.49
2360.509	Type SP12.5 Wearing Course Mixture (3B)		TON	1651.49	\$89.00	\$146,982.61
2360.509	Type SP12.5 Non Wearing Course Mixture (3B)		TON	2801.62	\$83.00	\$232,534.46
2503.503	5" Perf PE Pipe Drain		LF	238.00	\$15.00	\$3,570.00
2503.503	12" RC Pipe Drain Class II		LF	1054.00	\$58.00	\$61,132.00
2503.503	18" RC Pipe Drain Class II		LF	417.00	\$55.00	\$22,935.00
2503.503	24" RC Pipe Drain Class II		LF	380.00	\$65.00	\$24,700.00
2504.602	Adjust Valve Box		EA	5.00	\$400.00	\$2,000.00
2506.502	Adjust Frame & Ring Casting		EA	4.00	\$700.00	\$2,800.00
2506.502	Casting Assembly (Manhole)		EA	7.00	\$725.00	\$5,075.00
2506.502	Casting Assembly (Catch Basin) B624 Curb		EA	31.00	\$800.00	\$24,800.00
2506.503	Construct Drainage Structure Design 4020-84		LF	15.04	\$1,180.00	\$17,747.20
2506.503	Construct Drainage Structure Design 4020-60		LF	0.00	\$700.00	\$0.00
2506.503	Construct Drainage Structure Design F		LF	68.17	\$375.00	\$25,563.75
2506.503	Construct Drainage Structure Design H		LF	109.64	\$290.00	\$31,795.60
2521.518	4" Concrete Sidewalk		SF	1291.00	\$9.25	\$11,941.75
2531.503	Concrete Curb and Gutter Design B624		LF	8584.00	\$16.65	\$142,923.60
2531.504	6" Concrete Driveway Pavement		SY	681.00	\$64.00	\$43,584.00
2531.618	Truncated Domes		SF	208.00	\$60.00	\$12,480.00
2574.507	Common Topsoil Borrow		CY	277.70	\$28.00	\$7,775.60
2574.508	Fertilizer Type 3		LB	332.50	\$2.00	\$665.00
2575.508	Seed Mixture 25-151		LB	114.00	\$4.20	\$478.80
2575.505	Seeding		AC	0.95	\$6,000.00	\$5,700.00

2575.508	Hydraulic Bonded Fiber Matrix	LB	3325.00	\$0.90	\$2,992.50
2573.601	Erosion Control	LS	1.00	\$15,000.00	\$15,000.00
	<b>SANITARY SEWER</b>				
2104.502	Remove Manhole or Catchbasin	EA	18.00	\$350.00	\$6,300.00
2451.609	Granular Foundation And / Or Bedding	TON	351.00	\$12.00	\$4,212.00
2451.609	Rock Stabilization	TON	392.00	\$25.00	\$9,800.00
2503.601	4"x6" Neoprene Sleeve (Eccentric)	EA	0.00	\$300.00	\$0.00
2503.601	4" Neoprene Sleeve	EA	126.00	\$300.00	\$37,800.00
2503.601	8" Neoprene Sleeve	EA	10.00	\$220.00	\$2,200.00
2503.601	10" Neoprene Sleeve	EA	3.00	\$225.00	\$675.00
2503.601	12" Neoprene Sleeve	EA	5.00	\$230.00	\$1,150.00
2503.602	8" x 4" PVC Wye	EA	110.00	\$850.00	\$93,500.00
2503.602	4" PVC Bend	EA	213.00	\$20.00	\$4,260.00
2503.602	8" Pipe Plug	EA	3.00	\$45.00	\$135.00
2503.603	8" PVC Pipe Sewer	LF	4237.00	\$36.00	\$152,532.00
2503.603	4" PVC Pipe Sewer	LF	918.00	\$10.00	\$9,180.00
2506.502	Construct Drainage Structure Design4007	EA	18.00	\$3,400.00	\$61,200.00
	<b>WATER MAIN</b>				
2504.602	1" Curb Stop & Box	EA	18.00	\$400.00	\$7,200.00
2504.602	Abandon Water Service	EA	0.00	\$1,000.00	\$0.00
2504.602	Reconnect Water Service	EA	94.00	\$825.00	\$77,550.00
2504.602	Hydrant	EA	12.00	\$4,000.00	\$48,000.00
2504.602	6" Gate Valve And Box	EA	1.00	\$1,500.00	\$1,500.00
2504.602	8" Gate Valve And Box	EA	15.00	\$1,900.00	\$28,500.00
2504.603	1" Copper Type K	LF	1404.00	\$10.00	\$14,040.00
2504.603	8" PVC Water Main	LF	4301.00	\$35.00	\$150,535.00
2504.603	6" PVC Water Main	LF	195.00	\$50.00	\$9,750.00
2504.608	Water Main Fittings	LB	3996.00	\$8.00	\$31,968.00
	<b>TOTAL PROJECT 1901-B</b>				\$2,222,476.21
	<b>CHANGE ORDER NO. 1</b>				\$8,008.00
	<b>CHANGE ORDER NO. 2</b>				\$11,217.00
	<b>CHANGE ORDER NO. 3</b>				\$26,621.00
	<b>LIQUIDATED DAMAGES</b>				\$19,573.73
	<b>OVERALL TOTAL</b>				\$2,248,748.48
	(Price includes all applicable sales and use taxes)				
	<b>LESS 5% RETAINAGE</b>				\$0.00
	<b>SUBTOTAL:</b>				\$2,248,748.48
	<b>LESS CREDIT FOR BITUMINOUS SALVAGE:</b>				
	<b>LESS PREVIOUS ESTIMATE #1</b>				\$93,163.56
	<b>LESS PREVIOUS ESTIMATE #2</b>				\$36,343.20
	<b>LESS PREVIOUS ESTIMATE #3</b>				\$356,349.70
	<b>LESS PREVIOUS ESTIMATE #4</b>				\$757,799.66
	<b>LESS PREVIOUS ESTIMATE #5</b>				\$669,887.37
	<b>LESS PREVIOUS ESTIMATE #6</b>				\$241,362.61
	<b>AMOUNT DUE CONTRACTOR THIS ESTIMATE:</b>				\$93,842.38

BUDGET NO.: 419.48451.0336

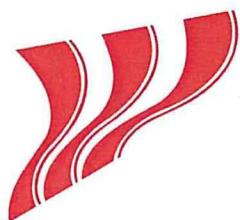
APPROVED: 

CONTRACT AUTHORIZATION

CITY ENGINEER

ORIGINAL CONTRACT AMOUNT	\$ 2,232,137.65
CHANGE ORDER # 1	\$ 8,008.00
CHANGE ORDER # 2	\$ 11,217.00
CHANGE ORDER # 3	\$ 26,621.00
<b>TOTAL</b>	<b>\$ 2,277,983.65</b>

APPROVED:   
CONTRACTOR



## City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2021	<b>Agenda Item Number:</b>	5.J.
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Engineering Department
<b>Resolution</b>	Yes	<b>Prepared by:</b>	Gary Manzer Interim Public Works Director
<b>Ordinance</b>	No	<b>Reviewed By:</b>	John Harren Interim City Administrator
<b>No. of Attachments</b>	2	<b>Presented By:</b>	Gary Manzer Interim Public Works Director
<b>Item:</b>	City Engineering Department recommending acceptance of Project No. 2001-C and authorizing final payment to G.F. Jedlicki, Inc. in the amount of \$25,257.74.		

### RECOMMENDED ACTION:

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt the resolution accepting Project No. 2001-C and authorizing final payment to G.F. Jedlicki, Inc. in the amount of \$25,257.74.

### OVERVIEW:

Project No. 2001-C included the replacement of an existing 8 inch ductile iron watermain with 12 inch PVC from 800 feet west of 19<sup>th</sup> Street to 28<sup>th</sup> Street NW and also replacing existing 12 inch ductile iron watermain with 12 inch PVC from 28<sup>th</sup> Street to 30<sup>th</sup> Street.

Final quantities have been reviewed by staff and recommendation is to authorize final payment to G.F. Jedlicki, Inc. in the amount of \$25,257.74.

### BUDGETARY/FISCAL ISSUES:

As-Bid Project Budget \$330,552.50

Change Order No. 1 \$4,490.84

Total \$335,043.34

Pay Estimate No. 1 \$267,403.63

Pay Estimate No. 2 \$31,755.97

Final Pay Estimate \$25,257.74

Total \$324,417.34

### ATTACHMENTS:

Council Resolution

Final Pay Application

**Resolution No.**

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

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

IMPROVEMENT: Project No. 2001-C- Highway 12 West Water Main

CONTRACTOR: G.F. Jedlicki, Inc.  
DATE OF CONTRACT: August 3, 2020  
BEGIN WORK: August 24, 2020  
COMPLETE WORK: May 3, 2021  
APPROVE, ENGINEERING DEPT: June 8, 2021

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

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

ORIGINAL CONTRACT AMOUNT: \$330,552.50

FINAL NET CONTRACT AMOUNT, PROPOSED: \$330,552.50

CHANGE ORDER NO. 1: \$4,490.84

ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED: \$324,417.34

Less Previous Payments \$299,159.60

**FINAL PAYMENT DUE CONTRACTOR:** \$25,257.74

Dated this 6th day of July, 2021

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\_\_\_\_\_  
Mayor

Attest:

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

# CITY OF WILLMAR

## ENGINEERING DEPARTMENT

333 Southwest 6th Street  
Willmar, Minnesota 56201

PROJECT NUMBER: 2001-C

USTH 12 WATER MAIN CONSTRUCTION  
CONTRACTOR PAY APP: FINAL

Contractor: G. F. Jedlicki, Inc. 2471 Galpin Court #110 Chanhassen, MN 55317				Pay period: 5/1/2021 to 5/31/21 Prepared by: TJB Date: 5/25/2021				
MnDOT Item Number	Description	Units	Unit Price	Contract Quantity	Quantity this pay period	Amount this pay period	Quantity to Date	Amount to Date
2021.501	Mobilization	LS	\$6,500.00	1		\$ -	1	\$ 6,500.00
2104.502	Salvage Hydrant	EA	\$450.00	7		\$ -	7	\$ 3,150.00
2104.603	Abandon Water Main	LF	\$5.70	2,385		\$ -	2,385	\$ 13,594.50
2504.602	Connect to Existing Water Main	EA	\$1,400.00	5		\$ -	4	\$ 5,600.00
2504.602	Hydrant	EA	\$5,415.00	5		\$ -	5	\$ 27,075.00
2504.602	6" Gate Valve and Box	EA	\$1,590.00	5		\$ -	5	\$ 7,950.00
2504.602	8" Gate Valve and Box	EA	\$2,100.00	1		\$ -	1	\$ 2,100.00
2504.602	12" Gate Valve and Box	EA	\$3,940.00	7		\$ -	7	\$ 27,580.00
2504.602	Connect to Existing Water Service	EA	\$240.00	7		\$ -	7	\$ 1,680.00
2504.602	1" Curb Stop and Box	EA	\$380.00	5		\$ -	5	\$ 1,900.00
2504.602	1.25" Curb Stop and Box	EA	\$420.00	1		\$ -	1	\$ 420.00
2504.603	6" PVC Water Main	LF	\$24.00	140		\$ -	75	\$ 1,800.00
2504.603	8" PVC Water Main	LF	\$27.00	30		\$ -	27	\$ 729.00
2504.603	1" Type PE Pipe	LF	\$20.00	20		\$ -	229	\$ 4,580.00
2504.603	1.25" Type PE Pipe	LF	\$21.00	21		\$ -	35	\$ 735.00
2504.608	Water Main Fittings	LB	\$8.00	1,040		\$ -	2,481	\$ 19,848.00
2563.601	Traffic Control	LS	\$9,400.00	1		\$ -	1	\$ 9,400.00
2573.501	Erosion Control Supervisor	LS	\$1,150.00	1	0.25	\$ 287.50	1.00	\$ 1,150.00
2573.603	Erosion Control Mobilization	LS	\$275.00	1	1	\$ 275.00	1	\$ 275.00
2575.601	Turf Establishment	LS	\$17,900.00	1	0.5	\$ 8,950.00	1.0	\$ 17,900.00
2504.603	12" Watermain HDPE (Directional Drilled)	LF	\$72.00	2,385	0	\$ -	2,305.00	\$ 165,960.00
							Amount Earned to date	\$319,926.50

PREVIOUS PAYMENTS:

Budget Number 400.48451.0336

CONTRACT AMOUNT: \$335,043.34

APPROVED:   
Sean E. Christensen, P.E. City Engineer

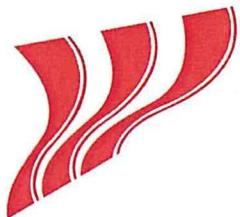
APPROVED:   
G. F. Jedlicki, Inc.

6/29/2021  
Date

6/1/21  
Date

Amount Earned to date \$319,926.50  
Change order # 1 \$4,490.84

Less Pay Application # 1	\$ 267,403.63
Less Pay Application # 2	\$31,755.97
Retainage Released	\$16,220.87
Amount Earned this Pay Period (Final Payment)	\$41,478.61
Final Payment (inc retainage)	\$25,257.74



## City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2021	<b>Agenda Item Number:</b>	5.K.
<b>Agenda Section:</b>	Council	<b>Originating Department:</b>	Human Resources
<b>Resolution</b>	No	<b>Prepared by:</b>	HR Consultant
<b>Ordinance</b>	No	<b>Reviewed By:</b>	City Administrator
<b>No. of Attachments</b>		<b>Presented By:</b>	Interim City Administrator
<b>Item:</b>	Consider a temporary pay increase for the Acting Public Works Director per the Working Out of Class Policy.		

### RECOMMENDED ACTION:

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to approve compensation according to the Working Out of Class Policy for Gary Manzer as Acting Public Works Director.

### OVERVIEW:

Per Council minutes from May 27, 2021 Gary Manzer was approved and he accepted the Public Works Director responsibilities on a temporary basis. Per policy this assignment is to last no more than six months. The Public Works Director job description is attached. Specific functions that Gary is expected to perform are highlighted. The Working Out of Class Policy allows for up to 10% increase of the employee's base pay. After evaluating the duties being performed, it is requested that a 7% temporary increase be awarded to Gary Manzer.

### PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

Relieve Gary Manzer of his out of class duties.

### BUDGETARY/FISCAL ISSUES: \$6,514.14

### ATTACHMENTS:

Working Out of Class Policy

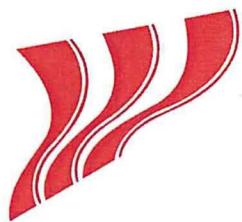
## Working Out of Class Policy

Out-of-class pay may be requested whenever an employee is designated by their supervisor to perform all of the duties and responsibilities of a position in a higher salary grade for a period of 60 consecutive calendar days or more. The City Administrator or designee reviews the proposed out-of-class request prior to an appointment and approvals shall be limited to a period not to exceed six-months, however extensions may be requested. Generally, working out-of-class is the result of a temporarily vacant position. In such a case and for the duration of the out-of-class assignment, the employee is eligible for a payment of up to 10% of their actual base salary, or placement at the higher salary range minimum, whichever is greater. The out-of-class payment will be retroactive to the first day the employee worked in the higher classification and may be paid as an adjustment to the hourly rate or paid in a lump-sum at the conclusion of the out-of-class assignment. Employees being considered for an out-of-class assignment must meet the minimum qualifications of the position in the higher classification unless authorized by the City Administrator.

Whenever an employee is directed to temporarily perform most, but not all, of the duties and responsibilities of a position in a higher salary grade as defined above for a period of 60 consecutive calendar days or more, the employee is eligible for a partial out-of-class payment of up to 5% of their actual base salary to be paid in a lump-sum as indicated in paragraph one of this section.

All requests for additional compensation for extra work performed out-of-class shall be subject to council approval and supported by a detailed written report prepared by the City Administrator, Human Resources Director, or the employee's immediate supervisor. The report shall identify and quantify the extra out-of-class duties and responsibilities performed by the employee. The supervisor of the "Out-of-Class Employee" shall monitor the employee's performance and report monthly in writing to the City Administrator as to the status of work projects and which duties are or are not getting done in the absence of a permanent incumbent in this position.

The City acknowledges that the actions taken granting additional compensation for working out-of-class does not create a past practice or precedence.



## City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2021	<b>Agenda Item Number:</b>	5.L.
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	City Administration
<b>Resolution</b>	Yes	<b>Prepared by:</b>	City Administration
<b>Ordinance</b>	No	<b>Reviewed By:</b>	City Administration
<b>No. of Attachments</b>	N/A	<b>Presented By:</b>	Mayor Calvin
<b>Item:</b>	Consideration extension of temporary employment with John Harren as Interim City Administrator		

### RECOMMENDED ACTION:

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt a resolution to approve the extension of the temporary employment agreement with John Harren as Interim City Administrator until July 19, 2021.

### OVERVIEW:

The City Council approved temporary employment with John Harren to serve as Interim City Administrator at the regular council meeting of June 7, 2021 with an expiration date of July 2, 2021. On June 28, 2021 an employment agreement was executed for a full-time City Administrator to begin employment on July 19, 2021. It is in the best interest of the City to consider extending his temporary employment until July 19, 2021.

### PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

#### BUDGETARY/FISCAL ISSUES:

Position is budgeted for.

#### ATTACHMENTS:

Resolution

**RESOLUTION NO.**

**APPROVING EXTENSION OF TEMPORARY EMPLOYMENT OF JOHN HARREN**

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

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

WHEREAS the temporary employment of John Harren as Interim City Administrator of the City of Willmar was approved by Council on June 7, 2021 effective June 8, 2021 and;

WHEREAS the conditions of John Harren's temporary as outlined in Resolution No. 2021-124 are proposed to be extended to coincide with the start date of a full-time City Administrator on July 19, 2021.

BE IT RESOLVED by the City Council of the City of Willmar John Harren's temporary employment conditions as outlined in Resolution No. 2021-124 are hereby extended until July 19, 2021.

Dated this 6th day of July, 2021.

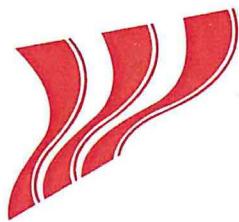
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MAYOR

Attest:

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CITY CLERK



## City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2021	<b>Agenda Item Number:</b>	5.M.
<b>Agenda Section:</b>	Council	<b>Originating Department:</b>	Engineering Department
<b>Resolution</b>	No	<b>Prepared by:</b>	Gary Manzer Interim Public Works Director
<b>Ordinance</b>	No	<b>Reviewed By:</b>	John Harren Interim City Administrator
<b>No. of Attachments</b>	1	<b>Presented By:</b>	Sara Sietsema Environmental Specialist
<b>Item:</b>	City Public Works Department recommends adopting the resolution verifying the City funding of matching funds for the MN DNR Shade Tree Program grant.		

### RECOMMENDED ACTION:

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt the resolution dedicating \$10,000 of City funds shall be taken from the Public Works Operating Budget over the course of the project from 2021-2024 as “in-kind” matching funds for tree removal and planting in accordance with the MN DNR Shade Tree Program grant.

### OVERVIEW:

The City Council adopted a resolution April 19, 2021 authorizing staff to apply and, if awarded, accept the Minnesota Department of Natural Resources Shade Tree Program grant. The grant purpose is for local units of government within Minnesota to use strategic actions reducing impacts of emerald ash borer on community forests by removal and replanting of shade trees on public land to provide environmental benefits.

The City was awarded the grant and \$10,000 of “in-kind” staff time for tree removal and tree planting is requiring verification by the Minnesota Management and Budget Office through an adopted resolution.

### PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

The primary goal of the MS4 General Permit is to improve water quality by reducing pollutants in stormwater discharges.

### BUDGETARY/FISCAL ISSUES:

Grant \$24,996

City Match \$26,400 (including \$10,000 “in-kind” staff time)

Project Total \$51,396

### ATTACHMENTS:

Council Resolution

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

**AUTHORIZATION TO DESIGNATE FUNDS FOR THE MN DNR SHADE TREE PROGRAM GRANT.**

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

**BE IT RESOLVED**, by the City Council of the City of Willmar designating \$10,000 of in-kind funds shall be taken from the Public Works operating budget over the course of the grant project from 2021-2024 as matching funds dedicated for tree removal and planting.

Dated this 6th day of July, 2021.

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\_\_\_\_\_  
Mayor

Attest:

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

Approved by the Commission 5/19/2021

**Willmar Municipal Airport Commission  
City of Willmar  
Wednesday March 24, 2021**

The Willmar Municipal Airport Commission met on Wednesday March 24, 2021 at 5:05 p.m. at the Willmar Municipal Airport.

**Members Present:** Pat Curry, Arnie Plowman, Dan O'Meara, Sandy Gardner, Cody Miller, and David Little.

**Members Absent:**

**Others Present:** Eric Rudningen, Airport Manager/FBO, Silas Parmar, Bolton & Menk.

**Minutes:** There were no minutes to approve.

**Organizational Meeting:** Chair Pat Curry stepped down as he is moving from Willmar. The Airport Commission re-organized with Arnie Plowman elected chair. Chair Plowman requested that in the future, minutes of the previous meeting be read to ensure progress is being made on issues.

**Bolton-Menk Report:** Silas updated the group on the CIP plan, and CARE's act funding. Willmar needs to go through an RFP for selecting a consulting engineer as part of the grant assurances associated with receiving federal money.

**Eric's Report:** Eric gave a management/FBO report. T-Hangar renewals are still in progress due to insurance issues. The rotating beacon is lighted but not rotating, repairs will be made. A plan is in place to begin LED replacement of signage, and transformer replacement of taxiway and runway lights. The FBO will host a fly-in event on Saturday September 11, 2021. Details to follow.

**Meeting Dates:** The Commission will meet every other month, or as necessary when projects come up. The next meeting of the Airport Commission will be May 19, 2021 at 5:00 at the airport.

Members expressed their gratitude for Pat's service not only to the airport, but to the entire Willmar Community. He will be greatly missed.

Meeting was adjourned at 6:23 p.m.

Respectfully submitted,

Eric Rudningen

**MINUTES**  
**Central Community Transit**  
**Operations Board**

Tuesday, January 26, 2021

10:00 a.m.

Zoom Video Conference – Willmar Office

Members via Video/Phone: Jill Bruns, Paul Bukovich, Chad Christianson, Jodi Findley, Jill Pelzel, Michelle Prahl, Judy Thompson, Donna Whitcomb, Jan Wrase

Members Absent: Amanda Becker, Marc Vaillancourt

Staff via Video/Phone: Tiffany Collins, Transit Director; Donna Anderson, Assistant Transit Director; Doug Sweeter, Operations Coordinator; Patti Flannigan, Office Coordinator

Guest(s): None

Introductions

The meeting was called to order, all votes will be conducted by roll call. Introductions were taken by roll call. Present: Jill Bruns, Chad Christianson, Jodi Findley, Jill Pelzel, Michelle Prahl, Judy Thompson, Donna Whitcomb, Jan Wrase.

(Paul Bukovich joined the meeting at 11:00 a.m.)

2021 Board Elections

The floor was open for nominations for positions of Chair, Vice Chair and Secretary/Treasurer all for a 1-year term.

**Judy Thompson made a motion for the continuation of current elected members for an additional 1-year term; Chad Christianson as Chair, Michelle Prahl as Vice Chair and Paul Bukovich as Secretary/Treasurer. Jan Wrase seconded the motion, which carried by roll call vote; Jill Bruns, Chad Christianson, Jodi Findley, Jill Pelzel, Michelle Prahl, Judy Thompson, Donna Whitcomb, Jan Wrase.**

Approval of Agenda

No additions or changes to the agenda. **Michelle Prahl made a motion to approve the agenda. Donna Whitcomb seconded the motion, which carried by roll call vote; Jill Bruns, Chad Christianson, Jodi Findley, Jill Pelzel, Michelle Prahl, Judy Thompson, Donna Whitcomb, Jan Wrase.**

Approval of Minutes

**Jody Findley made a motion to approve the minutes from September 22, 2020. Judy Thompson seconded the motion, which carried by roll call vote; Jill Bruns, Chad Christianson, Jodi Findley, Jill Pelzel, Michelle Prahl, Judy Thompson, Donna Whitcomb, Jan Wrase.**

Director's Update

Financials – Tiffany reviewed financials through December with a target of 50% in being half way through the 2-year budget. Farebox Cash and Prepaid (2010.1 & 2010.2) is coming in nicely after going through the pandemic. Special Services (2024) work program contracts are as expected in seeing some lower users across WCI, ACTS, ProWorks, NuVisions, WAVES and the discontinuation of services by Kandi Works. Fundraising (2025) and Advertising (2026) coming in as expected. MnDOT Grant and CARES Act funding has been collected. Funding for CARES Act will continue to be collected until funds are diminished, which is anticipated by February or March. An amendment will then take place to begin collecting state funding dollars in 2021. The budget hasn't been amended since COVID, nonetheless, should be the same. Local Share has been reduced from \$20,500 in 2020 to \$17,500 for 2021 as the bus contracts are not requiring as much local share dollars. Reviewed Checking, Savings, Savings Direct and MPT Reserve Accounts. Expenditures at a target of 50% are reflected a little ahead with the reduction in hours. Administration and Personnel are coming back with December having three pay periods with the last payroll on 12/31/2020. The health insurance program changed as of 1/1/21. The collection and coding of COVID-19 related expenses and other directs continue with the purchases of PPE and disinfectants. Promotion of services continues for public transit as a safe mode of transportation. Vehicle Charges for fuel and maintenance are slightly less. Insurance Charges have been paid for 2020 and are expecting to pay for the 2021 insurance and workers compensation within the next month. Capital Expenditures balance remains for 2020 & 2021 bus contracts. The contract was received and signed by board members. MnDOT remains in the bidding process with procurement. Anticipating to receive the bids for the March Operations Meeting with a 60-day turn around in ordering; 4 buses for year 2020 and 3 buses for year 2021. The first round will consist of ordering the 4 buses for year 2020 with the second round ordering the 3 buses for year 2021; anticipating to receive all of the buses by the end of the year. The contracts were delayed with the testing of the new chassis that were developed to meet safety regulations, the delay then worsened due to COVID-19. The 2020 portion of the 2020-2021 budget will be finalized and tied out for a year-end auditing once December is closed. General Transportation Volunteer Driver Program was able to collect the entire \$75,000 grant. The contract was changed to a grant mid-year to provide telephone reassurance for support calls. The program will be operating on a contract for 2021 with no telephone reassurance. Additional

volunteer drivers remain in great need across the three county area; especially in Renville and Meeker Counties. Tremendous efforts are taking place in order to not have to deny rides. Some trips have been moved to bus transportation, reached out to drivers in other counties to assist and lastly rescheduling if necessary. Revenues are generally a month and a half behind. Expenses for mileage reimbursements reflected under 1333, 2024.15-2024.55 for mileage reimbursements to the drivers. Federal standard mileage reimbursement rate is down to \$.56 per mile as of 1/1/21. Elderly/Disabled 5310 transportation provides outings for groups. Not many transports have taken place, only a few small group tours for viewing Christmas lights in December. CCT did assist with Santa's Closet in Renville County. A total of 200 totes from Danube were distributed throughout the county to families in need.

Ridership update for meals and ridership was given by Doug Sweeter; Saturday Service is running with one bus in place of two, Sunday Service hasn't resumed operation, Weekday City route is going well, Evening Service continues with reduced hours and 5310 group rides service is low. Bethesda Adult Day Services has started a second shift in the afternoons. Schools have opened back up. Volunteer Driver program is quiet. Donna Anderson reported that in Meeker county, transportation for Preschool resumed last week, Saturday hours have been adjusted to 8:00 a.m.-1:00 p.m. from 7:30 a.m. to 12:30 p.m. Sunday service is still a need, but very low and not consistent; there remains one church in Litchfield and one in Willmar for interest with Sunday Service. Food deliveries for over 23,000 meals have taken place with tremendous partnerships. The ridership graph continues to follow the trend across the state's ridership transportation graphs with traffic on the roads.

### Committee Updates

Committee meeting minutes were included for review:

Systems Resource Committee – November 3, 2020, December 1, 2020, January 5, 2021.

Administration Committee – October 14, 2020, December 9, 2020, January 13, 2021.

Tiffany continues keeping both committees up-to-date with CCT functions. In place of the 2020 Appreciation Meal, a letter of presentation with a recognition reading of individual milestones and achievements was included along with the appreciation gift. Distribution has begun to staff and volunteer drivers with the board members to receive next.

### COVID-19 Staffing and Operations Updates

A couple employees have taken long term medical leave until a vaccine is able to be administered and a few have ended employment. Additional drivers and a part-time dispatcher have been hired. A few part-time drivers could be added to help cover time off requests and adjustments of retirements. It takes more drivers, buses and hours to cover the needs. We remain doing our best to accommodate. The need is becoming more consistent for the number of driver hours. Doug Sweeter expressed appreciation for having good staff to work with. Donna

Anderson appreciates the substitutes and everyone working as a team. Jodi Findley voiced thanks from Public Health for essential service requests with the food deliveries.

#### Volunteer Driver Program - Update

Volunteer driver recruitment continues. Encouragement continues to pass on the word for anyone who is interested in giving back by volunteering. Normally, Senior Fairs have been done and Church Groups have been in contact for recruitment, but since the pandemic we haven't been able to connect with those groups. CCT has a great group of volunteers and is always looking for more. Legislature remains working to help with definitions for a volunteer driver and tax subtraction with MN Dept. of Revenue and the charitable rate on the federal side. The partnership with RSVP program is appreciated.

#### "My Ride" - Fare Collection Project - Update and Questions

A summary sheet from November was presented for review that included the proposal costs from Cubic at \$696,858 and Genfare at \$849,226. The MnDOT contract was awarded for \$300,000. Genfare was the chosen company to move forward with negotiations in being knowledgeable, flexible and able to help with rural systems. The challenge remains with the cost of the program. All three agencies would like to see how far this process can be taken with the current funding and possible additional funding. The next meeting will be held on 1/27/21 with Genfare to discuss three possible scenarios based upon three different fare structures with the three agencies. Scenario #1: to work with all three agencies for 60 vehicles the 1<sup>st</sup> year and then 60 vehicles the 2<sup>nd</sup> year to spread the cost out for a phased in approach. Scenario #2: to work with the current fare structures for 30 vehicles the 1<sup>st</sup> year and then 90 vehicles the 2<sup>nd</sup> year. Scenario #3: to use one agency's fare structure to begin with 30 vehicles the 1<sup>st</sup> year and then the other two agencies fare structures and 90 vehicles the 2<sup>nd</sup> year. The final cost would then be split amongst the three agencies and down to the number of vehicles that are needed for each agency; CCT has 30-31 buses, UCAP a few higher and Prairie Five Rides a few less. The benefit to move forward with this project is that it can be tailored to our needs. If we wait for a statewide system the cost could potentially be less. Support will be needed to continue. The agencies will continue to negotiate for an actual annual cost to be presented to the boards. At this time there isn't a breakdown of a cost per rider. The annual cell service fee of approximately \$40,000 would overlap with our current tablet usage. There are many unknowns that remain, Tiffany would like to see this process through and bring further information back to the boards.

Paul Bukovich joined at 11:00 a.m.

#### Five-Year Plan Update – Review and Discussion

The Five-Year Plan process will be brought up to date from 2020 regarding items of need and priority with discussion and will be shared with the boards. Lisa Raduenz has been hired by MnDOT as a consultant and a meeting was held on 1/4/21 with key points from that meeting

reviewed with the Operations Board. Tiffany will attempt to breakdown the Five-Year Plan into two sections to be brought to each committee for review. The Administration Human Resource position was noticed as a needed high priority item with COVID and Labor Negotiations. A job description will need to be done and the limited office space is still a concern. MnDOT is utilizing the Five-Year Plans to forecast the costs to earmark funding and needs for the communities.

#### RTCC - Update

The Regional Transportation Coordination Council meets once a month. Donna Anderson gave a brief update from the last meeting; connections for coordinating transportation will be placed onto their website, Volunteer Drivers Virtual Forum Series to recoup volunteer drivers, discussed problems for transportation with the COVID wait time and mobility hubs near parks with bikes and benches. A new staff member, Terry Smith has been hired as the Regional Coordinator.

#### Other Updates

Operations Board will continue to meet quarterly via Zoom with special meetings called if necessary. Tiffany expressed appreciation to all board members for their time and input on the CCT board.

#### Meeting Set Up/Dates

Operations Board: March 23, 2021 - 10:00 a.m.

#### Committee Meetings:

System Resource Committee: February 2, 2021 - 1:00 p.m.

Administration Committee: February 10, 2021 - 8:00 a.m.

Central Community Transit Joint Powers Board Meeting: April 9, 2021 - 9:00 a.m.

#### Adjourn Meeting

**Jill Pelzel made a motion to adjourn the meeting. Chad Christianson seconded the motion, which carried.**

The meeting adjourned at 11:11 a.m.

Submitted by,  
Patti Flannigan  
Office Coordinator

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

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

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

### Applicant Information

Name: Shawn Mueske

Date of Application: 11/4/2021

Address: 2026 5th St SW

Phone No. (320) 444-6673

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

Email: Shawn.mueske@outlook.com

What prompted you to make application for a citizen committee? Personal request by

John Harren, General Manager, and Justin Mattern, MUC President

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

Public service is central to my life's activities. Although my term has expired on the Willmar City Council, I wish to stay involved in public service to Willmar.

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

I am able to hit the ground running on the MUC after serving as the City Council liaison for the past five years. It take 2-3 years to get up to speed on the complexities of the MUC.

List your educational background: Doctorate in Higher Education Administration, Master's in Biology, Bachelor's in Biology

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

Willmar City Council 2015-2020, Willmar Charter Commission 2009-2015, Willmar School Board 2004-2008, Mid-Minnesota Development Commission 2005-current

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

Ridgewater College 2101 15<sup>th</sup> Ave NW, Willmar  
Biology Instructor

Please return completed application to:

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

Or fax completed forms to: (320) 235-4917



# City of Willmar

## Council Action Request

<b>Meeting Date:</b>	7/6/2021	<b>Agenda Item Number:</b>	8.
<b>Agenda Section:</b>		<b>Originating Department:</b>	Planning & Development Services
<b>Resolution</b>	Yes	<b>Prepared By:</b>	Willard Huyck, Main Street Coordinator
<b>Ordinance</b>	No	<b>Reviewed By:</b>	David Ramstad, Director of Planning and Development
<b>No. of Attachments</b>	3	<b>Presented By:</b>	Willard Huyck, Main Street Coordinator
<b>Item:</b>	Approval of lease agreement permitting the installation and maintenance of a City-commissioned mural on the exterior of 309 Litchfield Ave SW.		

### RECOMMENDED ACTION:

Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_, to adopt a resolution authorizing the Mayor and City Administrator to enter into a Lease Agreement allowing the installation and maintenance of a city-commissioned mural on the exterior of 309 Litchfield Ave SW.

### OVERVIEW:

In Fall 2020, the City of Willmar commissioned artist Lili Lennox to paint a mural in downtown Willmar. The art piece was sponsored by Blue Cross Blue Shield (BCBS) Healthy Together Willmar. The mural is one of two public art pieces funded by BCBS to commemorate Willmar's Welcoming Resolution.

The mural is ready to be installed on the exterior of the building located at 309 Litchfield Avenue SW. The property's owner, Abdirizak Mahboub of New Minnesotan Realty L.L.C., has signed a lease agreement allowing for the installation and display of the mural on their building. The lease agreement will allow the mural to be displayed for up to 20 years, but city staff will re-evaluate continuation of the lease every 5 years. The City maintains the right to terminate the agreement at any time.

The art piece consists of several painted aluminum panels depicting flag-themed cooking pots. The concept celebrates the cultural significance of food across Willmar's many diverse communities. The panels are made of an aluminum composite for weather resistance. The panels will also have UV protection to resist fading. The artist, Ms. Lennox, is overseeing installation, and estimates the piece will last 15 years or more.

### ALTERNATIVES TO CONSIDER:

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

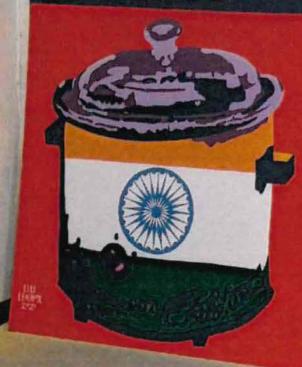
### BUDGETARY/FISCAL ISSUES:

None, other than staff time and materials.

### ATTACHMENTS:

- Photo of the Mural
- Lease Agreement with Exhibit A (Depiction of Premises)
- Resolution Authorizing Mayor and City Administrator to Enter into Lease Agreement

**BRING  
SOME  
TO  
SHARE**



CAUTION

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the “Lease” or “Agreement”) dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between by and between New Minnesotan Realty L.L.C., a Minnesota limited liability company, 309 Litchfield Avenue SW, Willmar, MN 56201, referred to hereinafter as “Lessor,” and the City of Willmar, a Minnesota municipal corporation, (the “City” or the “Lessee”); (collectively the “parties”).

WHEREAS, the Lessor owns a building on real property located at 309 Litchfield Ave SW, Willmar, MN 56201, PID 95-003-5140 (the “Property”); and

WHEREAS, Lessor desires to lease a portion of the Property, namely an exterior portion of the eastern wall of Lessor’s building on the Property, depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Premises”), for the purpose of Lessee installing a multi-paneled public art mural owned by the Lessee; and

WHEREAS, the public art mural to be installed on the Premises shall be approximately 12 feet in width by 13 feet in height and shall consist substantially of 10 weather resistant panels and an informational plaque (the “Mural”).

In consideration of the terms and conditions of this Lease, and other good and valuable consideration the receipt and sufficiency of which is hereby accepted by the parties, Lessor and Lessee agree as follows:

### **ARTICLE ONE** Definitions and Terms

As used in this Lease, the following terms shall have the specific meanings set forth below:

- 1.1 “Commencement Date” means July 12<sup>th</sup>, 2021.
- 1.2 “Expiration Date” means July 12<sup>th</sup>, 2026.

### **ARTICLE TWO** Demising Clause

2.1 Lessor leases to Lessee and Lessee leases from Lessor the Premises on the terms and conditions contained in this Lease.

2.2 Lessee shall have the right to use the Premises for the purpose of installing, displaying, maintaining, cleaning, and uninstalling the Mural, and shall have the right to install without limitation all necessary wall anchors, hangers, and similar hardware necessary in the Lessee’s reasonable discretion to the installation, display, and maintenance of the Mural.

## **ARTICLE THREE**

### **Term and Possession**

3.1 This Lease shall be for an initial term of five years, beginning on the Commencement Date and ending on the Expiration Date (the “Initial Term”). Upon the expiration of the Initial Term, the Lease shall automatically renew for an additional five-year term, and thereafter shall automatically renew for two additional five-year terms in like manner, so that after the Initial Term, there shall be three additional five-year terms. Notwithstanding the forgoing, the Lease shall not automatically renew if terminated as provided in Section 3.2.

3.2 The Lessor shall notify the Lessee in writing at least 90 days, but not more than 120 days prior to the Expiration Date (and any subsequent lease term’s expiration date) that the current lease term is expiring (“Notice”). Upon receipt of Notice, Lessee may consider the physical state and appearance of the Mural, and any community interest in maintaining the Mural on the Premises, and whether the Lessee should cause the Lease to terminate, as provided in Section 3.3, prior to automatic renewal.

3.3 At any time the Lessee, in its sole discretion, may cause the Lease to terminate by issuance of written notice to Lessor.

## **ARTICLE FOUR**

### **Rent**

Lessee shall not be obligated to pay rent for the use of the Premises or any other rights and privileges granted it by Lessor under this Lease.

## **ARTICLE FIVE**

### **Payment of Taxes and Utilities**

5.1 Lessor shall be responsible for payment of any and all taxes, assessments or governmental charges (collectively referred to as “Taxes”) that accrue against the Premises.

5.2 Lessor shall be responsible for payment of all utilities, if any, on the Premises.

## **ARTICLE SIX**

### **Permitted Use**

Lessee shall use the Premises only for installation, display, cleaning, maintenance, and uninstallation of the Mural. Lessee, its employees, agents, or designees, may access the Premises at any time, without notice to Lessor and with all necessary equipment, for the purpose of maintaining, repairing, removing, installing, or otherwise tending to the Mural. While this Lease is in effect, Lessee shall at all times have a non-exclusive right of ingress and egress over the parcel of real property identified as PID 95-003-5140, which is owned by Lessor and which abuts the Property (and which is currently used as a parking lot), for purposes of Lessee exercising its rights, privileges, and responsibilities under this Lease.

## **ARTICLE NINE** **Quiet Possession and Subordination**

Lessor covenants that Lessee, upon paying the Rent and performing the covenants under this Lease, shall peaceably and quietly have, hold, and enjoy the leased Premises.

## **ARTICLE TEN** **Lessor's Reserved Rights**

Lessor reserves the following rights: to take any and all measures reasonably necessary for the operation, safety, protection, or preservation of the Premises, including repairs, alterations, decorations, additions or improvements, whether structural or otherwise, in and about the Premises or any part thereof. In the event Lessor deems it necessary to move, modify, secure, or conduct any work upon or in relation to all or a portion of the Mural after its installation by Lessee, Lessor shall notify Lessee at least 15 business days in advance of the date such work is to be performed, during which period Lessee may remove all or a portion of the Mural in order to allow Lessor to complete its work. Notwithstanding the forgoing, Lessor may, in the event of imminent danger to the Property, Premises, or human life, cause the Mural to be removed without providing notice to Lessee. In such an event, Lessor shall notify Lessee of the Mural's removal as soon as reasonably possible.

## **ARTICLE ELEVEN** **Alterations and Improvements**

11.1 Lessor has made no promise to alter, remodel, repair or improve the Premises and has made no representation of the condition of the Premises or the suitability of the Premises for the purpose stated herein other than what is contained in this Lease.

11.2 Lessee shall not make material alterations or improvements to the Premises without the written consent of Lessor, except for the installation and display of the Mural as contemplated herein.

11.3 The Mural and any other improvements to the Premises made by Lessee under this Lease shall at all times during and after the effective term of this lease remain the sole property of Lessee unless otherwise agreed to by the parties in writing, even if such improvements are deemed to be fixtures.

11.4 Improvements, including the Mural, made by Lessor under this Lease Agreement may be removed by Lessee, in Lessee's discretion, at any time during the effective term of this lease even though they may be fixtures, provided that Lessee leaves in good condition that part of the Premises from which such improvements are removed.

11.5 Lessee shall allow no mechanic's liens to be incurred or filed against the Premises. Lessee shall promptly pay for all alterations and improvements, which it may make under this Lease and shall save and hold harmless Lessor from any and all losses, including attorneys' fees, incurred by reason

of mechanic's liens or other claims for skill, labor or material furnished or performed, or claimed to have been furnished or performed, on account of any such alteration or improvement made by Lessee hereunder. Lessee may contest any such mechanic's liens and prosecute all proceedings for the purpose of such contest pursuant to Minn. Stat. § 514.01, et seq. Lessee shall indemnify Lessor against any loss or liability by reason of such contest.

## **ARTICLE TWELVE** **Repairs and Maintenance**

12.1 Lessee, at its expense, shall be responsible for all major and minor maintenance, repairs, or replacement of any and all improvements, including the Mural, which it installs on the Premises.

12.2 Lessee shall bear maintenance or repair costs for damage to the Premises caused by acts or omissions of Lessee, its agents, employees, contractors, guests or invitees.

## **ARTICLE THIRTEEN** **Destruction or Damage**

13.1 Lessee agrees:

- a. That it will obtain all necessary state and local permits for its operations as necessary.
- b. That it will operate in accordance with all federal, state and local laws and regulations.
- c. That it will keep the Premises in good repair, reasonable wear and tear and damage by fire or casualty excepted.
- d. That it will not make or suffer any unlawful, improper or offensive use of the Premises or any use thereof contrary to any law of the State of Minnesota or any ordinance of the City of Willmar now or hereafter made, or which shall be injurious to any person or property or which shall be liable to endanger or affect any insurance on the said Premises.

13.2 If all or a substantial portion of the Premises is rendered un-tenantable by fire or casualty, and it is reasonably anticipated by Lessor that even though undertaken and pursued with all due diligence, it will require more than six (6) months to repair the Premises, then within twenty-one (21) days after the fire or casualty, Lessor shall send a written notice of its determination to the Lessee. Then either Party may terminate this Lease as of the date of the fire or casualty by sending the other party a notice in writing of its election to so terminate within fourteen (14) days after the date of the notice from the Lessor described above. During the period when the Premises are 50% or more un-tenantable due to fire or casualty such that all or a substantial portion of the Premises cannot be occupied or operated for the purposes stated herein, the Rent shall be abated on a prorated basis for the period during which the Premises is un-tenantable.

## **ARTICLE FOURTEEN**

### **Surrender of Possession**

Upon the termination or final expiration of the lease, Lessee shall immediately surrender the Premises to Lessor in good order, repair and condition, ordinary wear and fire or casualty losses for which Lessee is not responsible excepted, and shall remove all improvements, including the Mural, from the Premises.

## **ARTICLE FIFTEEN**

### **Default and Remedies**

15.1 If Lessee shall default in the observance or performance of any of the other covenants or conditions in this Lease, which Lessee is required to observe or perform, and such default shall continue for thirty (30) days after written notice to Lessee, or if a default involves a hazardous condition and is not cured by Lessee immediately upon written notice to Lessee, then Lessor may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option may, without notice or demand of any kind to Lessee or any other person, terminate this Lease. If Lessor terminates this Lease pursuant to this Article then (1) Lessor shall promptly notify Lessee in writing of the termination, (2) any improvements, including the Mural, installed by Lessee under this Lease shall remain the sole property of Lessee, and (3) the Lessee shall have at least 30 calendar days from the date of receiving Lessor's notice to remove any improvements, including the Mural, from the Premises during which time Lessor shall leave all improvements, including the Mural, undisturbed. Notwithstanding the forgoing, Lessor shall have the right to immediately remove any improvements, including the Mural, to protect against imminent danger to the Property, Premises, or human life. The provisions of this section shall survive any termination of this Lease.

15.2 No right or remedy conferred upon or reserved to Lessor or Lessee by this Agreement shall be exclusive of any other right or remedy herein or by law provided; all rights and remedies conferred upon Lessor and Lessee by this Agreement or by law shall be cumulative and in addition to every other right and remedy.

## **ARTICLE SIXTEEN**

### **Notices**

16.1 All notices required under the terms of this Lease shall be deemed to have been properly served or given three (3) days after their deposit in the United States mail if sent by registered or certified mail, return receipt requested, postage prepaid, or two (2) days after deposit in a nationally recognized overnight courier service, addressed to Lessor or Lessee at the addresses identified in this Article or to such other address within the continental limits of the United States and to the attention of such Party as the Parties may from time to time designate by written notice to the other.

16.2 Notices sent to Lessee should be sent to the following:

City of Willmar  
City Administrator  
333 6th St SW  
Willmar, MN 56201  
(320) 235-4913

16.3 Notices sent to Lessor should be sent to the following:

Abdirizak Ali Mahboub  
516 6<sup>th</sup> Street Southwest  
612-636-9533

## **ARTICLE SEVENTEEN**

### **Lessor's Title**

17.1 Lessee acknowledges that this is an agreement to use the Premises only and that the Lessee does not in any way acquire title to the Premises under this Agreement.

17.2 Without the prior written consent of Lessor, Lessee agrees not to do any act to encumber, convert, pledge, sell, assign, lease, lend, conceal, abandon, give up possession of, or destroy the Premises.

## **ARTICLE EIGHTEEN**

### **Miscellaneous**

18.1 **Voluntary and Knowing Action.** The Parties, by executing this Lease, state that they have carefully read this Lease and understand fully the contents thereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

18.2 **Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this Lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

**18.3 No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Parties, it being understood that the sole relationship created hereby is one of lessor and lessee. No third party is entitled in any way to rely upon any provision in this Lease. This Lease is intended solely for the benefit of Lessor and Lessee and no third party shall have any rights or interest in any provision of this Lease, or as a result of any action or inaction of the Lessor in connection therewith.

**18.4 Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Lessor agrees that the Lessee, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Lessor and involve transactions relating to this Lease. The Lessor agrees to maintain these records for a period of six years from the date of termination of this Lease.

**18.5 Governing Law.** This Lease shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Lease without regard to its choice of law or conflict of laws principles.

**18.6 Data Practices.** The Parties acknowledge that this Lease is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.

**18.7 No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Lease. Any express waiver of a term of this Lease shall not be binding and effective unless made in writing and properly executed by the waiving Party.

**18.8 Severability.** The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Lease to the extent of its invalidity or unenforceability, and this Lease shall be construed and enforced as if the Lease did not contain that particular provision to the extent of its invalidity or unenforceability.

**18.9 Headings and Captions.** Headings and captions contained in this Lease are for convenience only and are not intended to alter any of the provisions of this Lease and shall not be used for the interpretation of the validity of the agreement or any provision hereof.

**18.10 Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of Lessor and the Lessee arising prior to the expiration of this Lease (whether by completion or earlier termination), shall survive such expiration.

**18.11 Exhibits.** The exhibits attached to this Lease are considered an integral part of it as if fully set forth within it.

**18.12 Entire Agreement.** All prior understandings, letters of intent, discussions and agreements are merged in the governing terms of this Lease, which is a complete and final written expression of the intent of the Parties.

**18.13 Modification/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Lease shall only be valid when they have been reduced to writing, and signed by authorized representative of the Lessor and the Lessee.

**18.14 Incorporation of Recitals.** The recitals hereto are incorporated herein and made a part hereof.

**18.15 Successors and Assigns.** All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of Lessor and Lessee.

*[Remainder of page left intentionally blank]*

**IN TESTIMONY WHEREOF**, as of the day and year first hereinabove written the Parties have executed this Lease.

**LESSEE:**  
**City of Willmar, Minnesota**

BY: \_\_\_\_\_  
Marv Calvin, Its Mayor

BY: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

STATE OF MINNESOTA )  
                         ) ss.  
COUNTY OF KANDIYOHIC )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Marv Calvin and by \_\_\_\_\_, respectively the Mayor and  
\_\_\_\_\_ of the City of Willmar, a Minnesota municipal corporation, on behalf  
of the municipal corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
Notary Public

LESSOR:  
New Minnesotan Realty L.L.C.

By: Alj A. Mich, Its President

STATE OF MINNESOTA )  
                          )  
                          ) ss.  
COUNTY OF Kandiyohi )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June, 2021,  
by ABDIRIZAK A. MATHBAWAB as President of New  
Minnesotan Realty L.L.C., a limited liability company organized under the laws of the State of  
Minnesota, Grantor.



Janel A. Sommers  
Notary Public

**EXHIBIT A**  
**Depiction of Premises**



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

**LEASE AGREEMENT FOR DISPLAY OF MURAL ON DOWNTOWN PROPERTY**

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 a Lease Agreement between the City of Willmar and the New Minnesotan Realty L.L.C.

Dated this 6th day of July, 2021.

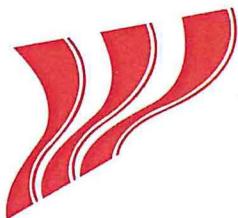
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MAYOR

Attest:

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CITY ADMINISTRATOR



## City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2021	<b>Agenda Item Number:</b>	9.
<b>Agenda Section:</b>	Council	<b>Originating Department:</b>	Information Systems
<b>Resolution</b>	Yes	<b>Prepared by:</b>	Information Systems Coordinator
<b>Ordinance</b>	No	<b>Reviewed By:</b>	N/A
<b>No. of Attachments</b>	2	<b>Presented By:</b>	Information Systems Coordinator
<b>Item:</b>	Public Works CIP transfer and award for a new fuel system.		

### RECOMMENDED ACTIONS:

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt a resolution re-appropriating funds in the Capital Improvement Fund Budget to replace the fuel system at the Public Works Garage.

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt a resolution awarding the fuel system to O'Day Equipment, LLC in the amount of \$34,732.92.

**OVERVIEW:** The current fuel system at the Public Works garage is in need of replacement. The system was installed in 2014 and has been experiencing multiple maintenance problems. The system cost \$39,123.95 at the time of install. Current maintenance bills since that time have added to approximately \$16,800. Also there has been approximately 6 to 8 months of system down time since its installation. This includes a 75 day period at the beginning of 2019 where suppliers were awaiting parts.

Currently we are exploring two different system which would be updated with a newer management system, line leak detection, floats and sensors. These quotes also include a new cloud based administrative system to manage users and vehicles which is called Fuel Cloud. The current quotes are from the fuel distributor O'Day Equipment, LLC and Westmor Industries, LLC. Both of these companies are prevalent and reputable fuel system distributor.

The Westmor quote for the system is \$25,570.00 and does not include electrical or management system setup. The O'Day quote is for \$34,732.92 and does include electrical and management system setup.

Funding for this project is purposed to come from unspent funds from the Public Works 2021 Capital Improvement Project from vehicle purchases/replacement. Approximately \$60,000 is available for reappropriation of a total budget of \$910,000.

It is staff's recommendation to transfer \$40,000 from the International Truck project to make available for the fuel system replacement. The additional funds over the quote would be available in case of needed upgrades or maintenance that is encountered during the installation. Also based on the more complete quote and past working history with Oday it is recommended to approve the quote for the system from O'Day Equipment.

### PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

Allow the current system to remain in place.

### BUDGETARY/FISCAL ISSUES:

Approximately \$40,000

### ATTACHMENTS:

Resolutions

Fuel system quotes from Westmor Industries LLC and Oday Equipment LLC.

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

**A RESOLUTION AWARDING THE PUBLIC WORKS FUEL SYSTEM TO O'DAY EQUIPMENT, LLC IN THE AMOUNT OF  
\$34,732.92.**

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

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of O'Day Equipment, LLC of Elk River, MN for the Public Works Fuel System is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$34,732.92.

Dated this 6th day of July, 2021

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\_\_\_\_\_  
Mayor

Attest:

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



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April 21, 2021

City of Willmar-Public Works Dept.  
801 Industrial Dr SW  
Willmar, MN 56201

**Willmar DPW Tank Gauge Version: 1.1 - #14878**

Dear Ross,

I have created this proposal for the work we have discussed. This is a price quote subject to the Terms and Conditions agreed to after your acceptance. This proposal is for: Willmar DPW Tank Gauge

**Materials:**

Location	Quantity	Description
LABOR	1.00	LABOR - Electronic Technician <b>EVO 550 Fuel Management System, Display Printer</b> <ul style="list-style-type: none"><li>• Electronic Line Leak Detection</li><li>• Module Probe</li><li>• Module Relay</li><li>• (1) Transducer Kit, 2 Lines</li><li>• (2) Mag Probe, Inventory Only</li><li>• (2) Install Kit, Mag Probe</li><li>• (1) 4" Float Set, Diesel</li><li>• (1) 4" Float Set, Gasoline</li><li>• (4) Sensor, Universal Liquid Sump</li><li>• (2) Sensor, Interstitial, Fiberglass Tanks</li><li>• Remote Acknowledgement</li><li>• Remote Annunciator</li></ul>
MATERIALS	1.00	
SUBCONTRACTOR	1.00	JT Electrical Quote

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Necessary Labor and Expenses to:

- Electrician to disconnect power to existing OPW tank gauge and system
- O'Day to remove OPW Fuel management system and **save for Trade-In**
- O'Day to remove OPW line interface module
- O'Day to install new EVO 550 Tank Gauge system
- O'Day to Calibrate and Commission
- O'Day to supply electrician

Pricing:

Materials:	\$19,410.95
Expenses, Sub-contracted Work:	\$918.07
Labor:	\$1,338.09
Subtotal:	\$21,667.11
Tax:	\$1,171.67
<b>Total:</b>	<b>\$22,838.78</b>

Exclusions:

- Permit and building applications fees are not included in the price of this agreement and will be completed with cost plus fifteen percent markup at client's request, shop drawings are included at no fee. Zoning, conditional use permits, engineered stamped plans can be completed at labor & fees plus fifteen percent.
- Our price does not include repairs or upgrade to Buyer's existing equipment unless noted specifically in the scope of work. Any additional work to Buyer's existing equipment will be done on a time & material basis.
- Any environmental analysis of soil and/or water. Additionally, this proposal does not include expenses associated with site remediation or any construction delays due to site remediation work.
- There will be a 25% restocking for any stock items that have been ordered specifically for this project and it is cancelled by the Buyer. Non-stocked item or special order items cannot be returned.
- Our price does not include any electrical work to include power/communication wire, new conduits, or repairs to Buyer's existing conduits.
- It is the Buyer's responsibility to verify that power is ready to be turned on within 1 hour of Seller's technician arrival.
- If there are unforeseen problems with frost, high water table, excessive cave-ins, embedded rock, unforeseen objects, or contaminated ground, there will be additional charges.



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- The Buyer is responsible for all property line locations prior any excavation.
- Our price only includes work above the Emergency Shear Valves. Any work required below the Emergency Shear Valves will be completed at extra cost on a time & material basis.

The following is a list to be completed by the Buyer or Buyer's representative before we begin on-site work to help ensure the project proceeds as smoothly as possible and avoid additional costs.

- Notify all employees of work to be completed.

**Initial Payment Terms:** A \$5,709.69 (25%) down payment is required. Invoices will be due 10 days after receipt. Credit Card Payments are limited to \$5,000.00 total for this transaction. Materials ordering require down payment received.

**Taxes:** Taxes are included.

**Acceptance:** The equipment will be ready for installation on a date that is mutually agreeable to both parties. O'Day will present an invoice when the equipment is ready to deliver. Please note this contract must be signed and returned to our office and the down payment must be received before any equipment is ordered or manufactured. Once these conditions have been met, we will be able to process your order and schedule the project.

**Insurance:** O'Day Equipment LLC is covered by Comprehensive General Liability Insurance, including Products and Completed Operations with Environmental Impairment Liability coverage. We also maintain Workers Compensation Insurance.

**Warranty:** Our warranty is found in Paragraph 4 below. Our Materials and Workmanship warranty does not apply to equipment manufactured by others. Goods manufactured by others are subject to any limitations contained in the manufacturer's terms and conditions extended to the buyer and the provisions of the manufacturer's warranty, either or both of which will be furnished to Owner upon written request.

**Delivery:** 3 - 4 weeks from receipt order, subject to confirmation at time of order. This delivery time is estimated and is subject to change. We will confirm the delivery at time of order.

**Shipping:** All materials are quoted FOB our facility unless stated otherwise.

**NOTE:** Buyer or its agent will identify to Seller the location of all boundary lines concerned for the completion of this agreement. If Buyer or his agent is incorrect in identifying said boundary lines causing additional expenses to be incurred by Seller for relocating or duplicating completed work because of its relation to the boundary line, the additional expenses will be borne by Buyer.

Before we can order any equipment or materials we need the receipt of this signed agreement along with your down payment deposit. Prices are subject to change after 30 days

Thank you for the opportunity to furnish this quotation. Please execute this document with your signature to accept, we will not begin processing the order for materials until we receive a signed copy.



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Walter S. Welzin

Account Manager

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature  
\_\_\_\_\_  
\_\_\_\_\_  
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Print  
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ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature  
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#### Terms and Conditions:

1. **OFFER AND ACCEPTANCE.** O'Day Equipment, LLC ("Seller") acceptance of Buyer's order to purchase products (the term products includes any services being provided by Seller) described in this proposal to which these Terms and Conditions are made a part of ("Proposal") is expressly made conditional on assent to these Terms and Conditions, which constitute a binding "Contract" between the parties. This Contract constitutes the complete and final agreement between Seller and Buyer for the products. Any additional or different terms or conditions contained in any document furnished by Buyer, including, but not limited to, any purchase order or any acknowledgement, are deemed to be material and are hereby objected to and rejected by Seller. If such agreement shall be deemed an offer or counter-offer by Buyer, Seller expressly rejects such offer or counter-offer and limits acceptance to these Contract terms and expressly objects to any different or additional terms proposed by Buyer. Any actual performance by Buyer or Seller thereafter shall be deemed a renewal of the offer contained in this Contract and acceptance of this Contract without change. In the event of a conflict between the terms of this Contract and the



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terms of any other document, the terms of this Contract shall control. The offer to sell Seller's products is valid for thirty (30) days from the date of the Proposal.

2. **PAYMENT TERMS.** All prices specified in this Contract are FOB Seller's designated location for delivery. All risk of damage to or loss of the products from any cause whatsoever shall pass to Buyer upon delivery, even if Seller arranges for shipment of the product. Unless otherwise expressly provided on the reverse hereof, payment shall be made within thirty (30) days from the earlier of the date of delivery or the date of an invoice, without discount. Any discount which may be expressly provided in the Proposal applies to sale price of the products at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation. All payments shall be made in United States dollars. Interest will be charged at the rate of eighteen percent (18%) per annum, or the maximum interest rate allowable by applicable law, whichever is lower, on all unpaid invoices. Buyer shall pay all taxes and charges of any nature imposed by any federal, state, or local governmental authority by reason of the sale or delivery of the products whether levied or assessed against Seller, Buyer, or the products. Such applicable taxes or charges, if not included in this Contract, shall be invoiced separately. If in Seller's opinion, reasonable doubt exists as to Buyer's financial condition, Seller may, at any time and without prejudice to any other remedies, suspend or terminate performance of any order, decline to ship, stop any material in transit, or require full or partial payment by Seller in advance.
3. **DELIVERY; TITLE.** Any delivery or promise date indicated on the Proposal is an estimate of the date Seller believes the products will be available for delivery, provided, however, Seller shall not be responsible for any delays in delivery. Title to the products will not pass to Buyer until all required payments have been made to Seller.
4. **WARRANTY.**
  - a. **Limited Warranty; Exclusion of Third Party Components.** Subject to the terms, conditions and limitations contained herein, Seller warrants only to the original Buyer that Seller's new products will not fail to operate in accordance with their specifications due to defects in material or workmanship during the period which ends one (1) year from the date of delivery, normal wear and tear excluded. The foregoing period is sometimes referred to as "original warranty period." The foregoing limited warranty does not apply to any part, portion or component of any product which is manufactured by a third-party ("Third -Party Component").
  - b. **DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.** THE LIMITED WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO OTHER EXPRESS WARRANTY OF ANY KIND OR NATURE AS TO THE PRODUCTS OR THEIR PERFORMANCE EXCEPT FOR THOSE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE FOREGOING PARAGRAPH AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY THAT THE PRODUCTS COMPLY WITH ANY LAW, RULE OR REGULATION. SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY COMPONENT AND SELLER SPECIFICALLY SELLS SUCH THIRD-PARTY COMPONENTS "AS IS" WITHOUT ANY WARRANTY. FURTHER, SELLER MAKES NO IMPLIED WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO ITS PRODUCTS OR ANY THIRD-PARTY COMPONENT AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLIANCE WITH ANY FEDERAL,



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STATE OR LOCAL LAW, RULE OR REGULATION. IN ADDITION, SELLER EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT ALLOWED BY LAW, TULE OR REGULATION ANY WARRANTY PROVIDED UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION.

- c. Terms and Conditions of Warranty; Voiding of Warranty; Notice Requirements. The limited warranties set forth above shall be null and void if (a) any alterations or modifications are made to a product, (b) a product is not maintained in strict compliance with the maintenance requirements set forth in the maintenance manual for such product or otherwise provided to Buyer, (c) any repairs are made to a product which are not authorized by Seller in writing, (d) any failure of a product to comply with the above limited warranty is not reported to Seller in writing within thirty (30) days of the date such failure first occurs, (e) a product is operated after the failure of any warranty first occurs, (f) a product is used for any purpose other than for the purpose for which it was manufactured, (g) a product is not operated in strict compliance with the terms and conditions set forth in any operating manual for the product (including, but not limited to, exceeding the load bearing capacity of the product), (h) a product is abused or damaged, (i) Buyer fails to deliver the product to Seller for inspection and testing if claim under the warranty to Seller, or (j) such failure of the limited warranty results from a failure of any Third-Party Component.
- d. Course of Dealing; Course of Performance; Usage of Trade. No course of dealing or course of performance of Seller with respect to the products sold under this Contract and no usage of trade shall be considered in interpreting this Contract or any part thereof and none of the foregoing shall be considered a waiver or modification of any such terms, conditions, disclaimer or limitation of the limited warranties or disclaimers contained in this Contract. No statement, whether written or oral, made by any employee, sales person, distributor, agent or contractor of Seller which is not set forth in this Contract shall be considered a covenant, representation or warranty with respect to any product, its specifications or its performance and all such statements are hereby disclaimed.
- e. Exclusive Remedies for Breach of Warranty. The sole and exclusive remedy for any failure of any product to comply with the limited warranty set forth above or any other warranty imposed upon Seller by law, if any, shall, at the election of Seller, in its sole discretion, be either (a) the repair or replacement of the product which failed to comply with such warranty or (b) the refund of the purchase price of the product. Buyer is responsible for all labor costs in connection with the repair or replacement of any equipment; however, Seller will be responsible for its own labor performed in connection with any repair of equipment products at Seller's location. Except as provided below, Buyer's exclusive remedy with respect to any claim arising out of or as a result of Third-Party Component shall be against the third-party manufacturer.
- f. Warranty Claims; Notice Requirement; Limited Time to Bring Claims. Any and all claims under the above limited warranty shall be made to Seller only in writing and no later than thirty (30) days after the date the product first fails to comply with the above limited warranty but in no event later than the expiration of the original warranty period with respect to which the claim is being made. Any claim under the above limited warranty made after such period for making a claim shall be null and void. After receiving written notice of the warranty claim, Seller shall determine whether to (a) repair or replace the product or part or (b) refund the purchase price of the product. Seller may require Buyer to return any product or part thereof which Buyer claims to be defective to Seller at Buyer's cost for inspection as a condition to any claim under the above limited warranty. No product or part may be returned to Seller without Seller's proper written authorization. If a pre-cut which is returned is determined by Seller in its sole discretion not to have failed to comply with the limited warranty, Buyer shall pay costs of removal, repair and/or replacement for such product. If a product which is returned is determined by Seller in its sole discretion to have failed to comply with the limited warranty, Seller shall pay for all repair and/or replacement for such



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product (or refund the purchase price if so elected by Seller) and Seller shall reimburse Buyer for the reasonable costs of shipping the defective product or part to Seller.

- g. **Limitation on Liability for Breach of Warranty and Other Claims.** If the warranty and the remedy for any failure of any product to comply with any warranty are deemed for any reason to fail their intended purpose, Seller's liability for any failure of any product to comply with any such warranty, together with any and all of liability, if any, arising out of or in connection with such product, including, but not limited to, all claims, whether in contract, tort, or otherwise, arising out of connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of the product, shall not exceed the purchase price for such product. In no event shall Seller be responsible or liable to Buyer or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary, damages or losses, including, but not limited to, damages for loss of profits, goodwill, use of the product or any other equipment or other intangible losses which may be incurred in connection with the product regardless of the type of claim or the nature of the cause of action, even if Seller has been advised of the possibility of such damage or loss. Any and all claims that Buyer has against Seller, whether or not Buyer is aware of such claims, must be brought by Buyer within thirty (30) days after the date that such claim first arose, but in any event within the applicable warranty period set forth above. Any claim not brought by Buyer within the applicable thirty (30) day period shall be deemed null and void.
5. **INDEMNIFICATION.** Buyer will indemnify and hold harmless Seller, its affiliates and their respective officers, directors, employees, agents and other representatives and will, at Seller's option, defend any action brought against same with respect to any claims, judgments, actions, suits, demands, damages, liabilities, costs or expenses (including, but not limited to, reasonable attorney's fees and legal expenses) associated with or arising from the ownership, use or operation of the products by Buyer or any third party.
6. **TERMINATION OF PERFORMANCE.** Buyer may cancel its purchase only with the written consent of Seller and upon terms that will indemnify and compensate Seller for any loss, damage and expense arising from such cancellation. Seller may terminate this Contract pursuant to Sections 2 and/or 11 hereof, and in such event, Seller shall have no further liability to produce or ship any product hereunder and shall have no liability for damages to Buyer or any third party.
7. **TECHNICAL ADVICE.** No obligation or liability shall arise out of Seller's rendering of technical advice in connection with Buyers order of products. Any technical advice furnished, or recommendation made by Seller or any employee or representative of Seller, concerning any use or application of any products or parts furnished under this Contract is believed to be reliable, but Seller makes no warranty, express or implied of results to be obtained. Buyer assumes all responsibility for loss or damage resulting from the handling or use of any such products or parts in accordance with such technical advice or recommendation. The selection of the products ordered, or design of any custom products, shall be Buyer's sole and ultimate responsibility, and Seller shall have no liability whatsoever for any design defects of custom products, or if the products ordered are unsuitable for Buyer's intended use. Any advice or assistance provided by Seller to Buyer in connection with Buyer's selection or design of the products is at Buyer's risk, and Seller makes no representation or warranty whatsoever in connection with such advice or assistance.
8. **ASSIGNMENT.** Buyer shall not assign its rights or obligation under this Contract without the prior written consent of Seller, which consent may be withheld for any reason in the sole discretion of Seller. Any attempt at such assignment by Buyer without the prior written consent of Seller shall

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be deemed null and void. This Contract will be binding upon the parties hereto, and their successors and permitted assigns.

9. **GOVERNING LAW.** This Contract shall be construed, interpreted, and governed by the laws of the State of North Dakota without regard to its conflict of laws principles. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in the State of North Dakota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein. If Seller must resort to legal action or remedies, Buyer shall reimburse Seller for all of Seller's legal fees and expenses, whether or not suit is filed by Seller.
10. **FORCE MAJEURE.** Seller does not assume the risk of and shall not be liable for failure to perform any obligation caused by civil insurrection, war, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omission of Buyer, acts or omission of any government body or entity, floods, epidemics, freight embargoes, shortages of fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, or any other cause beyond the reasonable commercial control of Seller.
11. **NOTICES.** Any notices, consents or other communications required or permitted under this Contract must be in writing and delivered personally, overnight air courier, registered or certified mail or facsimile. Unless otherwise stated in this Contract, notices, consents or other communication will be deemed received (a) on the date delivered, if delivery personally or by facsimiles transmission; (b) on the next business day if sent via overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.
12. **SERVABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The Section headings included herein are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.
13. **NO THIRD-PARTY BENEFICIARIES; SETOFF.** Nothing in this Contract is intended to, or shall, create any third-party beneficiaries, whether intended or incidental and neither party shall make any representations to the contrary. Seller shall have the right to deduct from any sums it owes to Buyer, any sums or the value of any obligation owed by Buyer to Seller.
14. **SURVIVAL.** The provisions of Sections 3, 4, 5, and 7 through 14 shall survive the termination and performance of this Contract.

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Tuesday May 18, 2021

City of Willmar-Public Works  
801 Industrial Dr. SW  
Willmar, MN 56201

Willmar- City Of - Fuel Cloud Version: 1.0

Dear Ross,

I have created this proposal for the work we have discussed. This is a price quote subject to the Terms and Conditions agreed to after your acceptance. This proposal is for: Willmar- City Of - Fuel Cloud

**Materials:**

Location	Quantity	Description
LABOR	1.00	LABOR - Installation
MATERIALS	1.00	Kiosk Mounting And Authorization
	1.00	White Glove Setup, Account Configuration
	1.00	CLOUDBOX,PRIMARY SYSTEM,ONE HOSE,12V,110V,220V,UL LISTED (<FCHCB0001)
	1.00	CLOUDLINK,EXPANDABLE HOSE SYSTEM,5 HOSE-100 HOSE, UL LISTED (<FCHCL0002)
	1.00	Miscellaneous - Anchors
MILEAGE	1.00	LABOR - Travel
		SUBS – Electrical
SUBCONTRACTOR	1.00	

**Necessary Labor and Expenses to:**

- Electrician to disconnect electricity and communications wire to the old OPW fuel management system
- O'Day to disconnect and remove/dispose of OPW fuel management system
- O'Day to install new Fuel Cloud Kiosk where old OPW system was
- Electrician to reconnect electricity and communications wire
- O'Day to make final connections and test
- O'Day to supply electrician

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Pricing:

Materials:	\$7,569.28
Expenses, Sub-contracted Work:	\$1,091.20
Labor:	\$3,233.66
<b>Total:</b>	<b>\$11,894.14</b>

Exclusions:

- Permit and building applications fees are not included in the price of this agreement and will be completed with cost plus fifteen percent markup at client's request, shop drawings are included at no fee. Zoning, conditional use permits, engineered stamped plans can be completed at labor & fees plus fifteen percent.
- Our price does not include repairs or upgrade to Buyer's existing equipment unless noted specifically in the scope of work. Any additional work to Buyer's existing equipment will be done on a time & material basis.
- Any environmental analysis of soil and/or water. Additionally, this proposal does not include expenses associated with site remediation or any construction delays due to site remediation work.
- There will be a 25% restocking for any stock items that have been ordered specifically for this project and it is cancelled by the Buyer. Non-stocked item or special order items cannot be returned.
- Our price does not include any electrical work to include power/communication wire, new conduits, or repairs to Buyer's existing conduits.
- It is the Buyer's electrician's responsibility to know and fully comply with all applicable codes including: National Electric Code, Federal, State, and local codes, as well as, the manufacturer's requirements for installation of all petroleum equipment. O'Day will supply the Buyer's electrician with the wiring diagrams and installation manuals for Equipment to be installed.
- It is the Buyer's responsibility to verify that power is ready to be turned on within 1 hour of Seller's technician arrival.
- If there are unforeseen problems with frost, high water table, excessive cave-ins, embedded rock, unforeseen objects, or contaminated ground, there will be additional charges.
- The Buyer is responsible for all property line locations prior any excavation.
- Our price only includes work above the Emergency Shear Valves. Any work required below the Emergency Shear Valves will be completed at extra cost on a time & material basis.
- Our price does not include hauling and disposal of removed dispensers. Dispensers will be removed from island and remain on site. Dispensers can be hauled and disposed at extra cost on a time & material basis.

The following is a list to be completed by the Buyer or Buyer's representative before we begin on-site work to help ensure the project proceeds as smoothly as possible and avoid additional costs.

- Notify all employees of work to be completed.



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**Initial Payment Terms:** A \$2,973.55 (25%) down payment is required. Invoices will be due 10 days after receipt. Credit Card Payments are limited to \$5,000.00 total for this transaction. Materials ordering require down payment received.

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**Acceptance:** The equipment will be ready for installation on a date that is mutually agreeable to both parties. O'Day will present an invoice when the equipment is ready to deliver. Please note this contract must be signed and returned to our office and the down payment must be received before any equipment is ordered or manufactured. Once these conditions have been met, we will be able to process your order and schedule the project.

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**Warranty:** Our warranty is found in Paragraph 4 below. Our Materials and Workmanship warranty does not apply to equipment manufactured by others. Goods manufactured by others are subject to any limitations contained in the manufacturer's terms and conditions extended to the buyer and the provisions of the manufacturer's warranty, either or both of which will be furnished to Owner upon written request.

**Delivery:** 2 - 3 weeks from receipt order, subject to confirmation at time of order. This delivery time is estimated and is subject to change. We will confirm the delivery at time of order.

**Shipping:** All materials are quoted FOB our facility unless stated otherwise.

**NOTE:** Buyer or its agent will identify to Seller the location of all boundary lines concerned for the completion of this agreement. If Buyer or his agent is incorrect in identifying said boundary lines causing additional expenses to be incurred by Seller for relocating or duplicating completed work because of its relation to the boundary line, the additional expenses will be borne by Buyer.

Before we can order any equipment or materials we need the receipt of this signed agreement along with your down payment deposit. Prices are subject to change after 30 days

Thank you for the opportunity to furnish this quotation. Please execute this document with your signature to accept, we will not begin processing the order for materials until we receive a signed copy.

O'DAY EQUIPMENT LLC

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Walter S. Welzin

Account Manager

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Signature

\_\_\_\_\_

Print

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Signature

\_\_\_\_\_

Print

#### Terms and Conditions:

- 1. OFFER AND ACCEPTANCE.** O'Day Equipment, LLC ("Seller") acceptance of Buyer's order to purchase products (the term products includes any services being provided by Seller) described in this proposal to which these Terms and Conditions are made a part of ("Proposal") is expressly made conditional on assent to these Terms and Conditions, which constitute a binding "Contract" between the parties. This Contract constitutes the complete and final agreement between Seller and Buyer for the products. Any additional or different terms or conditions contained in any document furnished by Buyer, including, but not limited to, any purchase order or any acknowledgement, are deemed to be material and are hereby objected to and rejected by Seller. If such agreement shall be deemed an offer or counter-offer by Buyer, Seller expressly rejects such offer or counter-offer and limits acceptance to these Contract terms and expressly objects to any different or additional terms proposed by Buyer. Any actual performance by Buyer or Seller thereafter shall be deemed a renewal of the offer contained in this Contract and acceptance of this Contract without change. In the event of a conflict between the terms of this Contract and the



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terms of any other document, the terms of this Contract shall control. The offer to sell Seller's products is valid for thirty (30) days from the date of the Proposal.

2. **PAYMENT TERMS.** All prices specified in this Contract are FOB Seller's designated location for delivery. All risk of damage to or loss of the products from any cause whatsoever shall pass to Buyer upon delivery, even if Seller arranges for shipment of the product. Unless otherwise expressly provided on the reverse hereof, payment shall be made within thirty (30) days from the earlier of the date of delivery or the date of an invoice, without discount. Any discount which may be expressly provided in the Proposal applies to sale price of the products at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation. All payments shall be made in United States dollars. Interest will be charged at the rate of eighteen percent (18%) per annum, or the maximum interest rate allowable by applicable law, whichever is lower, on all unpaid invoices. Buyer shall pay all taxes and charges of any nature imposed by any federal, state, or local governmental authority by reason of the sale or delivery of the products whether levied or assessed against Seller, Buyer, or the products. Such applicable taxes or charges, if not included in this Contract, shall be invoiced separately. If in Seller's opinion, reasonable doubt exists as to Buyer's financial condition, Seller may, at any time and without prejudice to any other remedies, suspend or terminate performance of any order, decline to ship, stop any material in transit, or require full or partial payment by Seller in advance.
3. **DELIVERY; TITLE.** Any delivery or promise date indicated on the Proposal is an estimate of the date Seller believes the products will be available for delivery, provided, however, Seller shall not be responsible for any delays in delivery. Title to the products will not pass to Buyer until all required payments have been made to Seller.
4. **WARRANTY.**
  - a. **Limited Warranty; Exclusion of Third Party Components.** Subject to the terms, conditions and limitations contained herein, Seller warrants only to the original Buyer that Seller's new products will not fail to operate in accordance with their specifications due to defects in material or workmanship during the period which ends one (1) year from the date of delivery, normal wear and tear excluded. The foregoing period is sometimes referred to as "original warranty period." The foregoing limited warranty does not apply to any part, portion or component of any product which is manufactured by a third-party ("Third-Party Component").
  - b. **DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.** THE LIMITED WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO OTHER EXPRESS WARRANTY OF ANY KIND OR NATURE AS TO THE PRODUCTS OR THEIR PERFORMANCE EXCEPT FOR THOSE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE FOREGOING PARAGRAPH AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY THAT THE PRODUCTS COMPLY WITH ANY LAW, RULE OR REGULATION. SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY COMPONENT AND SELLER SPECIFICALLY SELLS SUCH THIRD-PARTY COMPONENTS "AS IS" WITHOUT ANY WARRANTY. FURTHER, SELLER MAKES NO IMPLIED WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO ITS PRODUCTS OR ANY THIRD-PARTY COMPONENT AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLIANCE WITH ANY FEDERAL,



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STATE OR LOCAL LAW, RULE OR REGULATION, IN ADDITION, SELLER EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT ALLOWED BY LAW, RULE OR REGULATION ANY WARRANTY PROVIDED UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION.

- c. Terms and Conditions of Warranty; Voiding of Warranty; Notice Requirements. The limited warranties set forth above shall be null and void if (a) any alterations or modifications are made to a product, (b) a product is not maintained in strict compliance with the maintenance requirements set forth in the maintenance manual for such product or otherwise provided to Buyer, (c) any repairs are made to a product which are not authorized by Seller in writing, (d) any failure of a product to comply with the above limited warranty is not reported to Seller in writing within thirty (30) days of the date such failure first occurs, (e) a product is operated after the failure of any warranty first occurs, (f) a product is used for any purpose other than for the purpose for which it was manufactured, (g) a product is not operated in strict compliance with the terms and conditions set forth in any operating manual for the product (including, but not limited to, exceeding the load bearing capacity of the product), (h) a product is abused or damaged, (i) Buyer fails to deliver the product to Seller for inspection and testing if claim under the warranty to Seller, or (j) such failure of the limited warranty results from a failure of any Third-Party Component.
- d. Course of Dealing; Course of Performance; Usage of Trade. No course of dealing or course of performance of Seller with respect to the products sold under this Contract and no usage of trade shall be considered in interpreting this Contract or any part thereof and none of the foregoing shall be considered a waiver or modification of any such terms, conditions, disclaimer or limitation of the limited warranties or disclaimers contained in this Contract. No statement, whether written or oral, made by any employee, sales person, distributor, agent or contractor of Seller which is not set forth in this Contract shall be considered a covenant, representation or warranty with respect to any product, its specifications or its performance and all such statements are hereby disclaimed.
- e. Exclusive Remedies for Breach of Warranty. The sole and exclusive remedy for any failure of any product to comply with the limited warranty set forth above or any other warranty imposed upon Seller by law, if any, shall, at the election of Seller, in its sole discretion, be either (a) the repair or replacement of the product which failed to comply with such warranty or (b) the refund of the purchase price of the product. Buyer is responsible for all labor costs in connection with the repair or replacement of any equipment; however, Seller will be responsible for its own labor performed in connection with any repair of equipment products at Seller's location. Except as provided below, Buyer's exclusive remedy with respect to any claim arising out of or as a result of Third-Party Component shall be against the third-party manufacturer.
- f. Warranty Claims; Notice Requirement; Limited Time to Bring Claims. Any and all claims under the above limited warranty shall be made to Seller only in writing and no later than thirty (30) days after the date the product first fails to comply with the above limited warranty but in no event later than the expiration of the original warranty period with respect to which the claim is being made. Any claim under the above limited warranty made after such period for making a claim shall be null and void. After receiving written notice of the warranty claim, Seller shall determine whether to (a) repair or replace the product or part or (b) refund the purchase price of the product. Seller may require Buyer to return any product or part thereof which Buyer claims to be defective to Seller at Buyer's cost for inspection as a condition to any claim under the above limited warranty. No product or part may be returned to Seller without Seller's proper written authorization. If a product which is returned is determined by Seller in its sole discretion not to have failed to comply with the limited warranty, Buyer shall pay costs of removal, repair and/or replacement for such product. If a product which is returned is determined by Seller in its sole discretion to have failed to comply with the limited warranty, Seller shall pay for all repair and/or replacement for such



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product (or refund the purchase price if so elected by Seller) and Seller shall reimburse Buyer for the reasonable costs of shipping the defective product or part to Seller.

g. **Limitation on Liability for Breach of Warranty and Other Claims.** If the warranty and the remedy for any failure of any product to comply with any warranty are deemed for any reason to fail their intended purpose, Seller's liability for any failure of any product to comply with any such warranty, together with any and all of liability, if any, arising out of or in connection with such product, including, but not limited to, all claims, whether in contract, tort, or otherwise, arising out of connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of the product, shall not exceed the purchase price for such product. In no event shall Seller be responsible or liable to Buyer or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary, damages or losses, including, but not limited to, damages for loss of profits, goodwill, use of the product or any other equipment or other intangible losses which may be incurred in connection with the product regardless of the type of claim or the nature of the cause of action, even if Seller has been advised of the possibility of such damage or loss. Any and all claims that Buyer has against Seller, whether or not Buyer is aware of such claims, must be brought by Buyer within thirty (30) days after the date that such claim first arose, but in any event within the applicable warranty period set forth above. Any claim not brought by Buyer within the applicable thirty (30) day period shall be deemed null and void.

5. **INDEMNIFICATION.** Buyer will indemnify and hold harmless Seller, its affiliates and their respective officers, directors, employees, agents and other representatives and will, at Seller's option, defend any action brought against same with respect to any claims, judgments, actions, suits, demands, damages, liabilities, costs or expenses (including, but not limited to, reasonable attorney's fees and legal expenses) associated with or arising from the ownership, use or operation of the products by Buyer or any third party.

6. **TERMINATION OF PERFORMANCE.** Buyer may cancel its purchase only with the written consent of Seller and upon terms that will indemnify and compensate Seller for any loss, damage and expense arising from such cancellation. Seller may terminate this Contract pursuant to Sections 2 and/or 11 hereof, and in such event, Seller shall have no further liability to produce or ship any product hereunder and shall have no liability for damages to Buyer or any third party.

7. **TECHNICAL ADVICE.** No obligation or liability shall arise out of Seller's rendering of technical advice in connection with Buyers order of products. Any technical advice furnished, or recommendation made by Seller or any employee or representative of Seller, concerning any use or application of any products or parts furnished under this Contract is believed to be reliable, but Seller makes no warranty, express or implied of results to be obtained. Buyer assumes all responsibility for loss or damage resulting from the handling or use of any such products or parts in accordance with such technical advice or recommendation. The selection of the products ordered, or design of any custom products, shall be Buyer's sole and ultimate responsibility, and Seller shall have no liability whatsoever for any design defects of custom products, or if the products ordered are unsuitable for Buyer's intended use. Any advice or assistance provided by Seller to Buyer in connection with Buyer's selection or design of the products is at Buyer's risk, and Seller makes no representation or warranty whatsoever in connection with such advice or assistance.

8. **ASSIGNMENT.** Buyer shall no assign its rights or obligation under this Contract without the prior written consent of Seller, which consent may be withheld for any reason in the sole discretion of Seller. Any attempt at such assignment by Buyer without the prior written consent of Seller shall

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be deemed null and void. This Contract will be binding upon the parties hereto, and their successors and permitted assigns.

9. **GOVERNING LAW.** This Contract shall be construed, interpreted, and governed by the laws of the State of North Dakota without regard to its conflict of laws principles. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in the State of North Dakota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein. If Seller must resort to legal action or remedies, Buyer shall reimburse Seller for all of Seller's legal fees and expenses, whether or not suit is filed by Seller.
10. **FORCE MAJEURE.** Seller does not assume the risk of and shall not be liable for failure to perform any obligation caused by civil insurrection, war, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omission of Buyer, acts or omission of any government body or entity, floods, epidemics, freight embargoes, shortages of fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, or any other cause beyond the reasonable commercial control of Seller.
11. **NOTICES.** Any notices, consents or other communications required or permitted under this Contract must be in writing and delivered personally, overnight air courier, registered or certified mail or facsimile. Unless otherwise stated in this Contract, notices, consents or other communication will be deemed received (a) on the date delivered, if delivery personally or by facsimiles transmission; (b) on the next business day if sent via overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.
12. **SERVABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The Section headings included herein are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.
13. **NO THIRD-PARTY BENEFICIARIES; SETOFF.** Nothing in this Contract is intended to, or shall, create any third-party beneficiaries, whether intended or incidental and neither party shall make any representations to the contrary. Seller shall have the right to deduct from any sums it owes to Buyer, any sums or the value of any obligation owed by Buyer to Seller.
14. **SURVIVAL.** The provisions of Sections 3, 4, 5, and 7 through 14 shall survive the termination and performance of this Contract.

Initials \_\_\_\_\_



June 11, 2021

3 Development Drive  
PO Box 683  
Morris, MN 56267  
800-992-8981  
320-589-2100  
Fax 320-589-2206

Paul Tinklenberg  
City of Willmar Public Works  
801 Industrial Dr SW  
Willmar, MN 56201

Phone Number: 320-235-1251  
Email: ptinklenberg@willmarmn.gov

RE: Willmar MN City of Willmar Public Works – New 450+ Tank Monitor

Paul,

Thank you for allowing Westmor Industries to provide you with a proposal for a New 450+ Tank Monitor at your site in Willmar.

Westmor Industries will supply and install a new 450+ Tank Monitor with (2) DPLLD's and (2) new probes, (one for gas and one for diesel). We have included trading in your existing OPW tank monitor and two probes.

We will also include an overfill alarm with the tank monitor, for your electrician to install, so you do not have to have overfill valves.

We will also supply and install (2) new drop tubes for the gas and diesel products.

All electrical work necessary will be the customer's responsibility and is not included in this proposal.

Option#1: If you would also like (2) new overfill valves with the two new drop tubes.

Option#2: If you would also like us to supply and deliver a new UL Approved FuelCloud System, which includes a commercial kiosk system to track the fuel for the different vehicles. FuelCloud will work with you on setting up the system & data base, and your electrician will wire for power and the pulsers. It will be your responsibility for the installation of the system, electrical work, a computer to access reports, and the \$85 monthly subscription fees for the fuel cloud service.

The following is an itemization of the equipment and services that Westmor is proposing to furnish:

- 1 - Console,Tank,Mon,Tls-450,Plus W/Prin & 7.4" Lcd, W/Software
- 1 - Module,Universal,Sensor/Probe Interface 16-Input,New Tm Only
- 1 - Module,Universal,Input/Output Interface,(Uiom),New Unit
- 2 - Line,Leak,Detector,Digital W/O Swift Check Tls450
- 1 - Software,Dplld,(Digital Leak) Module Risk Mgmt Tls450
- 1 - Software,Clsd,Enhancement Tls450
- 1 - Alarm,Emc,External,Overfill
- 1 - Switch,Remote,Acknowldgement
- 2 - Ss Hgp Probe W/Water Detection
- 2 - Valve Precision Check For Veeder-Root Leak Detection Sys
- 1 - Float,Kit,Phase-Two,4",Gas 5Foot,Cable
- 1 - Install Kit 4" Diesel 5' Mag Plus Probe
- 2 - Adapter, Probe 4" X 4" Emco Wheaton
- 2 - Cap,4",Vapor,Tank,Probe
- 2 - Adapter Fill 4" X 4" Emco Wheaton
- 2 - Fill Cap 4" For A30 Adapter Emco Wheaton

2 - Droptube,4"X12',Alum,Emco

Labor, Mileage, Subsistence, Freight

**TOTAL WESTMOR PROPOSAL  
\$17,684.00  
TAXES NOT INCLUDED**

The following options are also available:

**Option#1:** If you would like us to supply and install (2) New Overfill Valves with the two new drop tubes, it will cost an additional \$935.00 more than the base bid. Taxes not included.

**Option#2:** If you would to add a Fuel Cloud fuel management system, it will cost an additional \$6,951.00 more than the base bid. Taxes not included.

Westmor Industries is covered by Comprehensive General Liability Insurance.

If your existing drop tubes are seized in the riser pipes, there will be additional charges to repair on a time and materials basis.

It is the customer's responsibility for all electrical for this proposal.

There will be a 30% restocking charge if parts have been ordered and the job is canceled.

Warranties will apply according to manufacturer's specifications.

Please note that this contract must be signed and the deposit paid before any equipment is manufactured or ordered. We will be able to schedule your project after these conditions have been met.

This proposal is valid for 30 days from the date of this proposal.

We thank you for the opportunity to submit this proposal and are looking forward to working with you on this project. If you have any questions, please contact me at 1-800-992-8981 Ext. 7257.

Attached hereto and hereby incorporated into this proposal are the Westmor Industries Terms and Conditions. By agreeing to this proposal, you hereby acknowledge that you have received a copy of and agree to be bound by such Terms and Conditions

Payment Terms: 30% Down on Westmor-Supplied items. Progressive billing once equipment is on job site or special ordered equipment is in Westmor Industries inventory. Balance due upon completion of project.

Buyer  
Signature\_\_\_\_\_

Respectfully Submitted

Please Print Name\_\_\_\_\_



Date\_\_\_\_\_

BY\_\_\_\_\_

Paul Tostenson

## WESTMOR INDUSTRIES, LLC TERMS AND CONDITIONS

**1. OFFER AND ACCEPTANCE.** Westmor Industries, LLC's ("Seller") acceptance of Buyer's order to purchase products (the term products includes any services being provided by Seller) described in the proposal to which these Terms and Conditions are made a part of ("Proposal") is expressly made conditional on assent to these Terms and Conditions, which constitute a binding "Contract" between the parties. This Contract constitutes the complete and final agreement between Seller and Buyer for the products. Any additional or different terms or conditions contained in any document furnished by Buyer, including but not limited to, any purchase order or any acknowledgment, are deemed to be material and are hereby objected to and rejected by Seller. If such agreement shall be deemed an offer or counter-offer by Buyer, Seller expressly rejects such offer or counter-offer and limits acceptance to these Contract terms and expressly objects to any different or additional terms proposed by Buyer. Any actual performance by Buyer or Seller thereafter shall be deemed a renewal of the offer contained in this Contract and acceptance of this Contract without change. In the event of a conflict between the terms of this Contract and the terms of any other document, the terms of this Contract shall control. The offer to sell Seller's products is valid for thirty (30) days from the date of the Proposal.

**2. PAYMENT TERMS.** All prices specified in this Contract are FOB Seller's designated location for delivery. All risk of damage to or loss of the products from any cause whatsoever shall pass to Buyer upon delivery, even if Seller arranges for shipment of the product. Unless otherwise expressly provided in the Proposal, payment shall be made within thirty (30) days from the earlier of the date of delivery or the date of an invoice, without discount. Any discount which may be expressly provided in the Proposal applies to the sale price of the products at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation. All payments shall be made in United States dollars. Interest will be charged at the rate of eighteen percent (18%) per annum, or the maximum interest rate allowable by applicable law, whichever is lower, on all unpaid invoices. Buyer shall reimburse Seller for any and all costs in collecting amounts due Seller from Buyer, including, without limitation, attorneys' fees, whether or not suit is filed. Buyer shall pay all taxes and charges of any nature imposed by any federal, state, or local governmental authority by reason of the sale, use or delivery of the products whether levied or assessed against Seller, Buyer, or the products. Such applicable taxes or charges, if not included in this Contract, shall be invoiced separately. If Buyer is in any default (material or otherwise) or, in Seller's opinion, doubt exists as to Buyer's financial condition, Seller may, at any time and without prejudice to any other rights or remedies, suspend or terminate performance of any order, decline to ship, stop any product in transit, or require full or partial payment by Seller in advance.

**3. DELIVERY; TITLE.** Any delivery or promise date indicated on the Proposal is an estimate of the date Seller believes the products will be available for delivery, provided, however, Seller shall not be responsible for any delays in delivery. Title to the products will not pass to Buyer until all required payments have been made to Seller.

**4. WARRANTY.**

a. **Limited Warranty; Exclusion of Third Party Components.** Subject to the terms, conditions and limitations contained herein, Seller warrants only to the original Buyer that Seller's new products will not materially fail to operate in accordance with their specifications due to defects in material or workmanship during the period which ends one (1) year from the date of delivery, normal wear and tear excluded. The foregoing period is sometimes referred to as "original warranty period." The foregoing limited warranty does not apply to any part, portion or component of any product which is manufactured by a third-party ("Third-Party Component").

b. **DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. THE LIMITED WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO OTHER EXPRESS WARRANTY OF ANY KIND OR NATURE AS TO THE PRODUCTS OR THEIR PERFORMANCE EXCEPT FOR THOSE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE FOREGOING PARAGRAPH AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY THAT THE PRODUCTS COMPLY WITH ANY LAW, RULE OR REGULATION. SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY COMPONENT AND SELLER SPECIFICALLY SELLS SUCH THIRD-PARTY COMPONENTS "AS IS" WITHOUT ANY WARRANTY. FURTHER, SELLER MAKES NO IMPLIED WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO ITS PRODUCTS OR ANY THIRD-PARTY COMPONENT AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION. IN ADDITION, SELLER EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT ALLOWED BY LAW, RULE OR REGULATION ANY WARRANTY PROVIDED UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION.**

c. **Terms and Conditions of Warranty; Voiding of Warranty; Notice Requirements.** The limited warranties set forth above shall be null and void if (a) any alterations or modifications are made to a product, (b) a product is not maintained in strict compliance with the maintenance requirements set forth in the maintenance manual for such product or otherwise provided to Buyer, (c) any repairs are made to a product which are not authorized by Seller in writing, (d) any failure of a product to comply with the above limited warranty is not reported to Seller in writing within thirty (30) days of the date such failure first occurs, (e) a product is operated after the failure of any warranty first occurs, (f) a product is used for any purpose other than for the purpose for which it was manufactured, (g) a product is not operated in strict compliance with the terms and conditions set forth in any operating manual for the product (including but not limited to exceeding the load bearing capacity of the product), (h) a product is abused or damaged, (i) Buyer fails to deliver the product to Seller for inspection and testing if requested by Seller or Buyer disposes of the product or any part or component on or before the sixtieth (60th) day after sending a written claim under the warranty to Seller, or (j) such failure of the limited warranty results from a failure of any Third-Party Component.

d. **Course of Dealing; Course of Performance; Usage of Trade.** No course of dealing or course of performance of Seller with respect to the products sold under this Contract and no usage of trade shall be considered in interpreting this Contract or any part thereof and none of the foregoing shall be considered a waiver or modification of any such terms, conditions, disclaimers or limitation of the limited warranties or disclaimers contained in this Contract. No statement, whether written or oral, made by any employee, sales person, distributor, agent or contractor of Seller which is not set forth in this Contract shall be considered a covenant, representation or warranty with respect to any product, its specifications or its performance and all such statements are hereby disclaimed.

e. **Exclusive Remedies for Breach of Warranty.** The sole and exclusive remedy for any failure of any product to comply with the limited warranty set forth above or any other warranty imposed upon Seller by law, if any, shall, at the election of Seller, in its sole discretion, be either (a) the repair or replacement of the product which failed to comply with such warranty or (b) the refund of the purchase price of the product. Buyer is responsible for all labor costs in connection with the repair or replacement of any equipment. Except as provided below, any repair or replacement shall carry the same warranty as the original product but only for the remainder of the original warranty period. Buyer's exclusive remedy with respect to any claim arising out of or as a result of Third-Party Component shall be against the third-party manufacturer.

f. **Warranty Claims; Notice Requirement; Limited Time to Bring Claims.** Any and all claims under the above limited warranty shall be made to Seller only in writing and not later than thirty (30) days after the date the product first fails to comply with the above limited warranty but in no event later than the expiration of the original warranty period with respect to which the claim is being made. Any claim under the above limited warranty made after such period for making a claim shall be null and void. After receiving written notice of the warranty claim and Seller's confirmation that the claimed issue falls under this limited warranty, Seller shall determine whether to (a) repair or replace the product or part or (b) refund the purchase price of the product. Seller may require Buyer to return any product or part thereof which Buyer claims to be defective to Seller at Buyer's cost for inspection as a condition to any claim under the above limited warranty. No product or part may be returned to Seller without Seller's prior written authorization. If a product which is returned is determined by Seller in its sole discretion not to have failed to comply with the limited warranty, Buyer shall pay costs of removal, repair and/or replacement for such product. If a product which is returned is determined by Seller in its sole discretion to have failed to comply with the limited warranty, Seller shall pay for all repair and/or replacement costs for such product (or refund the purchase price if so elected by Seller) and Seller shall reimburse Buyer for the reasonable costs of shipping the defective product or part to Seller.

**g. Limitation on Liability for Breach of Warranty and Other Claims.** If the warranty and the remedy for any failure of any product to comply with any warranty are deemed for any reason to fail their intended purpose, Seller's liability for any failure of any product to comply with any such warranty, together with any and all other liability, if any, arising out of or in connection with such product, including, but not limited to, all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of the product, shall not exceed the purchase price for such product. In no event shall Seller be responsible or liable to Buyer or any third party under any circumstances for (i) any indirect, consequential, special, punitive or exemplary damages or losses, (ii) any and all damages for loss of profits, (iii) loss of goodwill or (iv) loss of use of the product or any other equipment or other intangible losses which may be incurred in connection with the product, in each case regardless of the type of claim or the nature of the cause of action, even if Seller has been advised of the possibility of such damage or loss. Any and all claims that Buyer has against Seller, whether or not Buyer is aware of such claims, must be brought by Buyer within thirty (30) days after the date that such claim first arose, but in any event within the applicable warranty period set forth above. Any claim not brought by Buyer within the applicable thirty (30) day period shall be deemed null and void.

**5. INDEMNIFICATION.** Buyer will indemnify and hold harmless Seller, its affiliates and their respective officers, directors, employees, agents and other representatives and will, at Seller's option, defend any action brought against the same with respect to any claims, judgments, actions, suits, demands, damages, liabilities, costs or expenses (including, but not limited to, attorneys' fees and legal expenses) associated with or arising from the ownership, use or operation of the products by Buyer or any third party, including, without limitation, direct claims and third party claims.

**6. TERMINATION OF PERFORMANCE.** Buyer may cancel its purchase only with the written consent of Seller and upon terms that will indemnify and compensate Seller from any loss, damage and expense arising from such cancellation. Seller may terminate this Contract pursuant to Section 2 and/or 9 hereof, and in such event, Seller shall have no further liability to produce or ship any products hereunder and shall have no liability for damages to Buyer or any third party.

**7. ADVICE.** No obligation or liability shall arise out of Seller's rendering of technical or other advice in connection with Buyer's order or the recommendation of or use of products. Any such advice furnished, or recommendations made by Seller or any employee or representative of Seller, concerning any use, application or installation of any products or parts furnished under this Contract is believed to be reliable, but Seller makes no covenant, representation or warranty, express or implied, related thereto. Buyer assumes all responsibility and risk for loss or damage resulting from the recommendation, handling, installation or use of any products or parts in accordance with such advice or recommendation. The selection of the products ordered, or design of any custom products, shall be Buyer's sole and ultimate responsibility, and Seller shall have no liability whatsoever for any design defects of custom products, or if the products ordered are unsuitable for Buyer's intended use. Any advice or assistance provided by Seller to Buyer in connection with Buyer's selection or design of the products is at Buyer's sole risk, and Seller makes no covenant, representation or warranty whatsoever in connection with such advice or assistance. Without limiting the foregoing, even if Seller recommends, sells or installs a product for Buyer, Seller is not responsible for ensuring (i) the security of any hardware, software, network or other device or (ii) that Buyer's systems are or will be in compliance with any PCI (or similar body) standards or protocols.

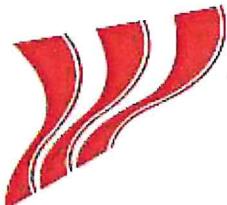
**8. GOVERNING LAW.** This Contract shall be construed, interpreted, and governed by the laws of Minnesota without regard to its conflict of laws principles. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in Minneapolis, Minnesota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein. If Seller must resort to legal action or remedies, Buyer shall reimburse Seller for all of Seller's legal fees and expenses, whether or not suit is filed by Seller.

**9. FORCE MAJEURE.** Seller does not assume the risk of and shall not be liable for failure to perform any obligation caused by civil insurrection, war, riot, quarantine, terrorism, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omissions of Buyer, acts or omissions of any government body or entity, floods, epidemics, freight embargoes, shortages of labor, fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, accidents to machinery, delays in transportation or any other cause beyond the reasonable commercial control of Seller. Upon the occurrence of any such event, Seller may terminate this Contract without liability.

**10. NOTICES.** Any notices, consents or other communications required or permitted under this Contract must be in writing and delivered personally, overnight air courier, registered or certified mail or facsimile. Unless otherwise stated in this Contract, notices, consents or other communication will be deemed received (a) on the date delivered, if delivered personally or by facsimile transmission; (b) on the next business day if sent via overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.

**11. Confidential Information.** All specifications, drawings, designs, data, information, ideas, methods, patents, technical matters, samples and inventions made, conceived, developed or acquired by Seller, whether or not incident to this Contract (collectively "Confidential Information") is and shall be the exclusive property of Seller and any disclosure to Buyer is only to assist Buyer with the use of the product, and such disclosure is made on a confidential basis and in no way shall impair the confidential nature thereof. Buyer shall not at any time disclose, or cause or permit any employee, agent or affiliated, controlled or controlling entity of Buyer to disclose, to any person or entity, or use for its own or their benefit, or reproduce, the Confidential Information. Upon cancellation or termination of the Contract the Buyer shall promptly return to Seller all Confidential Information.

**12. MISCELLANEOUS.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The Section headings herein are for the convenience of the parties only and in no way alter, limit or restrict the obligations of the parties. There shall be no third-party beneficiaries to this Contract. Seller shall have the right to deduct from any sums it owes Buyer, any sums or the value of any obligation owed by Buyer to Seller. The terms set forth herein constitute the sole terms and conditions of the Contract. To the extent this Contract conflicts with the terms or conditions of any written agreement between the parties, the agreement most favorable to Seller shall control. No other warranty, term, condition or understanding, whether oral or written shall be binding upon Seller, unless hereafter expressed in writing, approved and signed by an officer of Seller. Buyer shall not assign its rights or obligations under this Contract without the prior written consent of Seller, which consent may be withheld for any reason in the sole discretion of Seller. Any attempt at such assignment by Buyer without the prior written consent of Seller shall be deemed null and void. This Contract will be binding upon the parties hereto and their successors and permitted assigns. The provisions of Sections 2 through 5 and 7 through 12 shall survive the termination and performance of this Contract.



# City of Willmar

## Council Action Request

<b>Meeting Date:</b>	07/06/2021	<b>Agenda Item Number:</b>	10.
<b>Agenda Section:</b>		<b>Originating Department:</b>	Planning & Development Services
<b>Resolution</b>	Yes	<b>Prepared By:</b>	David Ramstad, Director of Planning and Development
<b>Ordinance</b>	No	<b>Reviewed By:</b>	John Harren, City Administrator
<b>No. of Attachments</b>	9	<b>Presented By:</b>	David Ramstad, Director of Planning and Development
<b>Item:</b>	Introduction of TIF Plan, TIF District, TIF Development Agreement & Adoption of Resolution Calling for Public Hearing		

### RECOMMENDED ACTION:

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to introduce the Resolution to set a public hearing for July 19, 2021, for the proposed AEHN LLC's TIF Plan, TIF District and TIF Development Agreement.

### OVERVIEW:

For Council consideration is a proposed 15 year Tax Increment Financing (TIF) district for an AEHN LLC (Suite Liv'n) multifamily housing project to be located at 1209 24th Street NW in Willmar (across from Ridgewater College). The preliminary TIF plan is based on an anticipated commencement of construction in 2021. TIF will be used to offset the costs of site preparation, utilities, stormwater controls, paving and lighting. Total project costs are about \$9.3M and the project will use existing infrastructure. In alignment with Willmar's Finance Department, staff are using TIF Administration Fees to engage Baker-Tilly in the TIF creation. Staff have been working with AEHN LLC to create a mutually agreeable Management Maintenance Plan to address City concerns related to maintenance and snow removal (attached). If TIF is ultimately granted to support this project, the maintenance plan will be incorporated into the TIF Development Agreement as one of the conditions the developer must comply with on a continuing basis for all properties it owns in the City of Willmar in order to qualify to receive annual TIF reimbursements. In addition, the TIF Development Agreement has been updated by the City Attorney to strengthen conditions that the property valuation may not be challenged over the term of the TIF.

Written notices of the intent to create a Housing TIF District have been sent to the Kandiyohi County Commission and School District. The Planning Commission's consideration of the TIF is tentatively scheduled for July 7, 2021. TIF Creation Schedule is attached.

### ALTERNATIVES TO CONSIDER:

- Option A: Introduce Resolution to hold Public Hearing
- Option B: Decline the continuation of the TIF creation process
- Option C: Table the request for more information

### BUDGETARY/FISCAL ISSUES:

None – Staff Time and TIF Administration Fees paid with increment

### ATTACHMENTS:

- Resolution
- Notice of Public Hearing
- Baker-Tilly PowerPoint Presentation
- Baker-Tilly Memo
- TIF Timeline
- TIF Plan
- TIF Development Agreement
- Form G - TIF Application with Project Proposal Exhibits
- Suite Liv'n Management Maintenance Plan

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

HELD: July 6, 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 at the Kandiyohi County Health and Human Services Building on July 6, 2021, at 6:00 p.m. for the purpose, in part, of calling a public hearing on the proposed establishment of a Housing Tax Increment Financing District – Suite Liv'n Ridgewater Site within Municipal Development District No. II therein and the proposed adoption of the Tax Increment Financing Plan relating thereto.

The following Council members were present:

and the following were absent:

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

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

RESOLUTION CALLING PUBLIC HEARING ON THE PROPOSED  
ESTABLISHMENT OF HOUSING TAX INCREMENT FINANCING DISTRICT –  
SUITE LIVING RIDGEWATER SITE – WITHIN MUNICIPAL DEVELOPMENT  
DISTRICT NO. II AND THE PROPOSED ADOPTION OF A TAX INCREMENT  
FINANCING PLAN RELATING THERETO

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

1. Public Hearing. This Council shall meet on July 19, 2021, at approximately 6:00 p.m., to hold a public hearing on the following matters: (a) the proposed establishment of Housing Tax Increment Financing District No. Suite Liv'n Ridgewater Site (within Municipal Development District No. II, and (b) the proposed adoption of a Tax Increment Financing Plan relating thereto, all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.133, both inclusive, as amended, and Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive, as amended (collectively, the "Act").

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

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

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
COUNTY OF KANDIYOH  
CITY OF WILLMAR

I, the undersigned, being the duly qualified City Administrator of the City of Willmar, Minnesota, DO HEREBY CERTIFY that the attached resolution is a true and correct copy of an extract of minutes of a meeting of the City Council of the City of Willmar, Minnesota duly called and held, as such minutes relate to the calling of a public hearing on the City's proposed establishment of a tax increment financing district.

WITNESS my hand as such City Administrator of the City of Willmar this 6th day of July, 2021.

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City Administrator

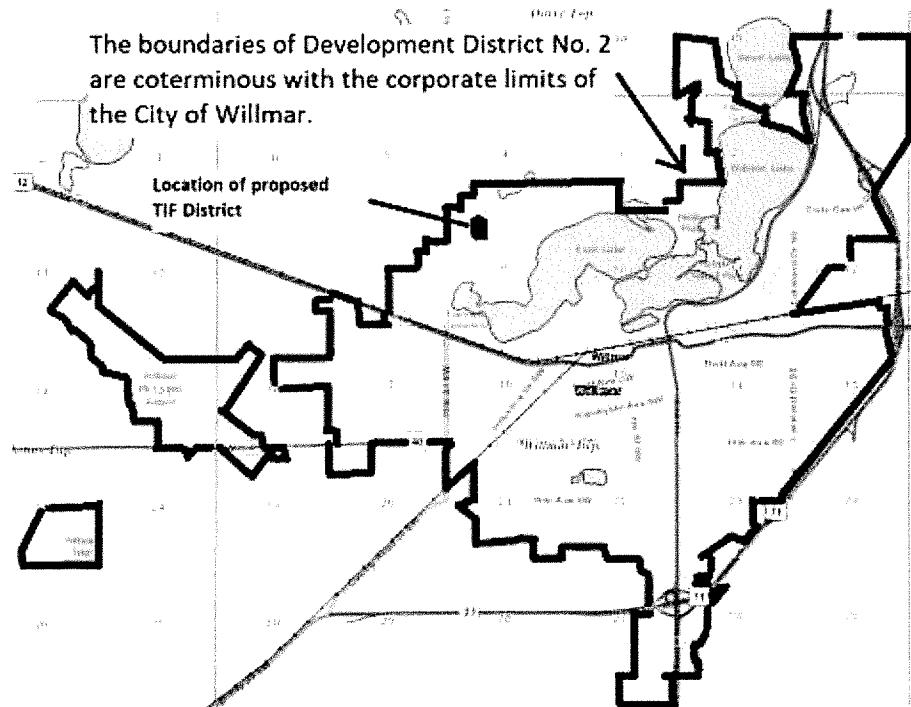
CITY OF WILLMAR  
COUNTY OF KANDIYOHYI  
STATE OF MINNESOTA

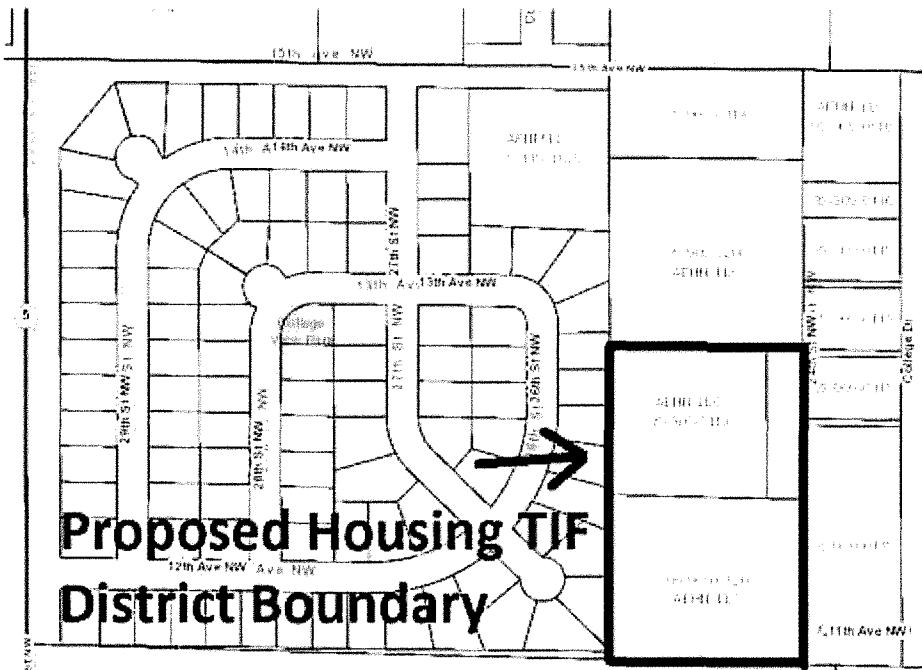
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Willmar, Kandiyohi County, Minnesota, will hold a public hearing on Tuesday, July 6, 2021, at 6:00 p.m., at the Kandiyohi County Health and Human Services Building, 2200 23<sup>rd</sup> Street Northeast, Willmar, Minnesota, relating to the proposed establishment of Housing Tax Increment Financing District Suite Liv'n Ridgewater Site within Municipal Development District No. II, and the proposed adoption of a Tax Increment Financing Plan therefor, all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.133 and Sections 469.174 through 469.1794, inclusive, as amended. A copy of the proposed Tax Increment Financing Plan is on file and available for public inspection at the office of the City Administrator at City Hall.

The property proposed to be included in Housing Tax Increment Financing District Suite Liv'n Ridgewater Site is described in the Tax Increment Financing Plan on file in the office of the City Administrator. Subject to certain limitations, tax increment from the Tax Increment Financing District may be spent on eligible uses within the boundaries of Municipal Development District No. II.

A map of Municipal Development District No. II, as enlarged, and Housing Tax Increment Financing District Suite Liv'n Ridgewater Site is set forth below:





Due to the ongoing COVID-19 pandemic, members of the City Council and City staff may still be participating in the meeting by telephone or other electronic means pursuant to Minnesota Statutes, Section 13D.021, or in-person at the Kandiyohi County Health & Human Services Building. Please refer to the City of Willmar's website at [willmarmn.gov/government/mayor\\_and\\_city\\_council/index.php](http://willmarmn.gov/government/mayor_and_city_council/index.php) or call City Hall at 320-235-4913 to confirm the status of the meeting methodology and learn how to participate in the meeting or provide comments regarding the proposed TIF District at the meeting

All interested persons may appear at the hearing and present their views orally or in writing prior to the hearing.

Dated: July 6, 2021

BY ORDER OF THE CITY COUNCIL

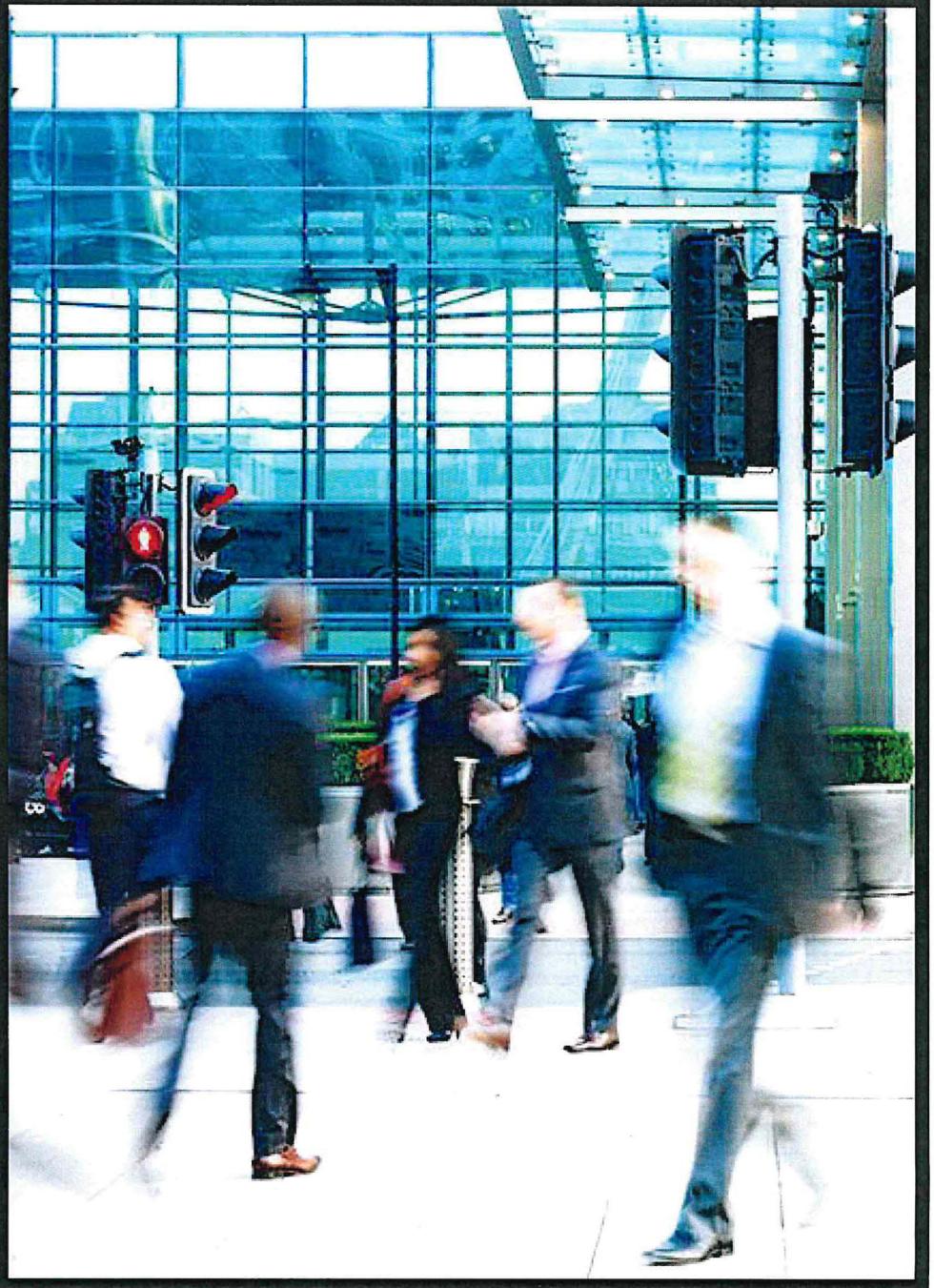
/s/ John Harren, Interim City Administrator

City of Willmar  
City Council  
June 21, 2021

## Proposed TIF Housing District



now joined with  
Springsted and Umbaugh



## Proposed Project

- Developer is proposing the development of 72-total apartment units
- Two – 12-units 3-story buildings adjacent to existing apartment buildings
- Two – 24-unit 3-story buildings on adjacent parcels to the north
- Total anticipated development cost is approximately \$9.27M
- Anticipated post-development taxable market value assumption of \$100,000 per unit

## Housing District Qualification

State Statute Dictates Qualification Standards for a Housing District:

- Either:
  - 20% of units set-aside for persons with incomes equal to or less than 50% of the Area Median Income
  - 40% of the units set aside for persons with incomes equal to or less than 60% of the Area Median Income
- Developer is intending to meet the 40% set aside

## Projected Tax Increment Report

**City of Willmar, Minnesota**  
**Tax Increment Housing District**  
**Suite Living Ridgewater Site**  
**TIF Projections - 72-Units - \$100,000/Unit EMV**

Annual Period Ending	Total Market Value	Total Net Tax Capacity	Less: Original Net Tax Capacity	Retained Captured Net Tax Capacity	Times: Tax Capacity Rate	Annual Gross Tax Increment	Less: State Aud. Deduction 0.360%	Subtotal Net Tax Increment	Less: City Retainage 10.00%	Annual Net Revenue
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
12/31/21	3,061,600	38,270	38,270	0	123.839%	0	0	0	0	0
12/31/22	3,061,600	38,270	38,270	0	123.839%	0	0	0	0	0
12/31/23	3,061,600	38,270	38,270	0	123.839%	0	0	0	0	0
12/31/24	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/25	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/26	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/27	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/28	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/29	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/30	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/31	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/32	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/33	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/34	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/35	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/36	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/37	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/38	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
						\$1,661,655	\$5,985	\$1,655,670	\$165,570	\$1,490,100

## But-For Finding

- Utilized project information to prepare a 15-year operating pro forma to calculate an Internal Rate of Return (IRR) analysis
- Evaluated project assumptions for costs and operating revenues and determined them to be reasonable
- Calculated an unleveraged IRR for project without TIF of **4.80%**
- Calculated an unleveraged IRR for project with TIF of **5.87%**
- PWC Real Estate Investor Survey identifies a target of 6.83%
- Return without TIF is significantly below benchmark indicating project would be unlikely to proceed but-for the requested TIF

---

## Next Steps – If you so choose

- Approve Resolution Calling for Public Hearing to be held at July 6, City Council meeting.



Baker Tilly Municipal Advisors, LLC  
380 Jackson St., Ste 300  
St. Paul, MN 55101  
United States of America

## MEMORANDUM

TO: Mr. David Ramstad, City of Willmar

FROM: Tom Denaway, Baker Tilly

DATE: June 11, 2021

SUBJECT: Proposed Housing TIF District – Suite Liv'n Ridgewater Site

### **Project**

The Developer (AEHN LLC) is proposing the development of a multi-family apartment project within and adjacent to their current apartment buildings near the Ridgewater College. The Developer is proposing the development of approximately 72 new apartment units, containing a mix of one- and two-bedroom units. The proposal includes two new 3-story 12-unit buildings built on vacant land adjacent to the existing apartment buildings, and two new 24-unit 3-story buildings on the adjacent parcels immediately to the north. The Developer is proposing to initiate construction in 2021 with completion projected for 2022. The Developer has provided a total development cost of approximately \$9.27M.

The Developer provided a total project cost estimate of \$9,270,422 for the construction of the four new apartment buildings. In addition to the vertical improvement costs within the budget, are expenses associated with the acquisition of the development property, the completion of site work, public improvements, and related soft costs. In reviewing the Developer's submitted project budget, we made an adjustment to the acquisition of the parcel that contains the existing apartment buildings.

The undeveloped parcel to the north, on which the two 24-unit buildings will be constructed, had an acquisition cost of \$400,000 which was confirmed by a review of County assessing records. For the portion of the development occurring on the previously developed parcel to the south, the Developer provided an estimated acquisition cost of \$200,000 for this portion of the existing parcel. Since this parcel was part of a larger acquisition of an existing development, we utilized the per square foot acquisition price of the northern parcel, and adjusted the acquisition cost for the developable portion of the southern parcel to match the per square foot acquisition of the northern parcel. This adjustment lowered the acquisition cost from an estimate of \$200,000 for the southern parcel, to an adjusted amount for purposes of our analysis of \$108,886.

Additionally, we reduced the carrying property tax expense the Developer identified for the southern parcel to the amount equal to the northern parcel. The identified property tax carrying cost for the southern parcel reflected the full property tax amount, which included the existing buildings and was not appropriate for evaluating the cost of carrying the vacant portion of the southern parcel. Our revised project total project cost budget, for the purposes of our review was \$9,136,464 which represented a reduction of \$133,958 from the amount submitted by the Developer.

The Developer provided a cost estimate for the development of the vertical building structures of \$7,108,238 for the four new buildings. This line-item represents the largest of the cost categories of the Developer's budget, and equates to a per square foot construction cost of \$131.64. For comparison of this we evaluated the Marshall and Swift Swiftestimator, which identified an average cost for vertical improvements for a building of this size of \$138.28 for construction occurring within the City of Willmar. Based on this we found the Developer's cost assumption to be reasonable for vertical improvements.

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### **Housing TIF District Eligibility**

The Developer is requesting that a Housing TIF District be created to provide assistance with the development of the site. In order for a project to be eligible to be created within a Housing TIF District the Developer is required to maintain for the duration of the District that a certain percentage of the units be set aside for persons meeting certain income thresholds. Minnesota TIF State Statute defines the set-aside of units based on of the following two measures, either;

- 20% of the units set aside for persons whose income is equal to or less than 50% of the area median income or;
- 40% of the units set aside for persons whose income is equal to or less than 60% of the area median income.

In the case of this project the Developer is proposing to meet the 40% of units set aside threshold.

### **Housing TIF District TIF Plan**

For purposes of preparing the TIF Plan, we have projected the District will remain in existence for a period of 15-years from the receipt of first increment, which is in compliance with the City's TIF Policy. This duration is shorter than the maximum statutory duration of a Housing TIF District which is 26-years in total. The revenue projections within the TIF Plan are based on an assumed post development market value of \$100,000 per apartment. The TIF Plan contemplates that 90% of the projected Tax Increment Revenue will be available to reimburse the Developer for TIF eligible expenditures on a pay-as-you-go basis. Additionally, the plan contemplates that the statutory maximum of 10% of the generated TIF revenue will be retained by the City for administrative expenses incurred with administration of the District.

### **Need for TIF Assistance Analysis**

In order to make the finding that the project would not be likely to proceed "but-for" the requested financial assistance we reviewed project cost and operating assumptions provided by the Developer. Using this information, we prepared an Internal Rate of Return (IRR) analysis which allowed us to estimate the potential return on investment to the Developer both with and without the requested TIF assistance. For purposes of this analysis we calculated the return over a 15-year operation period, in order to capture the full term of the proposed TIF assistance, and used this information to project the anticipated unleveraged IRR of the project both with and without assistance.

The statutorily required but-for finding can be made through an evaluation of the financial feasibility of the project with and without the requested TIF assistance. Financial feasibility of the proposed project is calculated using an unleveraged IRR analysis and comparing the potential return realized by the Developer against industry return benchmarks. If the projected return analysis for the project indicates the return is below standard market benchmarks for feasible it provides an objective basis for making the determination that the proposed project would be unlikely to occur but-for the requested TIF assistance.

When calculating the IRR for the project without assistance we projected the development would return an unleveraged return of approximately **4.80%**. In comparison when estimating the potential return with assistance we calculated a return of approximately **5.87%** with assistance. In comparison, a third-party benchmark we utilize for determining the reasonableness of a return the PriceWaterhouseCooper Real Estate Investor Survey identified an average return target of **6.73%** as a national average for Developers seeking to invest in multi-family housing projects. As a result, we found the Developer's return without the proposed TIF assistance of **4.80%** to be significantly below this threshold, indicating the project would be unlikely to proceed but for the requested TIF assistance.

Additionally, we performed a sensitivity analysis to determine the rate at which assumptions in regards to the magnitude at which project costs and revenues would need to change for the project to be feasible without assistance; for purposes of identifying a feasible threshold we solved for the PWC average return of **6.73%**. In the case of project costs, the Developer would need to realize a cost savings of approximately 19% to achieve a rate of return of **6.83%** without assistance. In the case of project revenues, the Developer would need to realize an increase in net revenue of approximately 23% for the project to achieve a return of **6.79%** which is in excess of the PWC benchmark of **6.73%**. If assumptions for both project costs and revenues were to change, it would take a combined change of a 10% decrease in project costs and a 10% increase in net revenue, for the project to be feasible without assistance and have a return of **6.73%**. Given our review of the project assumptions related to

project costs and anticipated rent and expense levels, the level of change necessary for the project to be feasible without assistance is unlikely to be realized, and therefore we conclude that the project would be unlikely to proceed but-for the requested assistance.

#### **Next Steps**

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

If the City Council is inclined to continue to proceed with the statutory process, the next step would be adoption of the included resolution calling for a public hearing to be held at the next City Council meeting on Tuesday, July 6. If the resolution is adopted, the notice of public hearing included within the resolution, will be published in the Saturday, June 26<sup>th</sup> publication of the West Central Tribune Newspaper in compliance with the statutory publication requirement.

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

**City of Willmar, Minnesota**  
**Tax Increment Financing Plan for Housing District – Suite Liv'n Ridgewater Site**  
**July 19, 2021 – Public Hearing Dates**

**PROPOSED SCHEDULE OF EVENTS**

<b>Date</b>	<b>Event</b>	<b>Responsible Party</b>
Tuesday July 6, 2021	Overview of TIF Plan with City Council & Adoption of Resolution Calling for Public Hearing	City, Baker Tilly, Flaherty & Hood
Wednesday July 7, 2021	Planning Commission reviews TIF and adopts resolution	City, Baker Tilly, Flaherty & Hood
Saturday July 10, 2021 <b>Deadline: July 7</b>	Publication of notice of public hearing in West Central Tribune Newspaper <b>(10-30 days prior to public hearing.)</b>	City, Baker Tilly
Monday July 19, 2021	City Council holds public hearing and adopts resolution approving TIF Plan, TIF District, and Authorizing Execution of Proposed Development Agreement	City, Baker Tilly, Flaherty & Hood
After July 19, 2021	Certification to County and State of TIF Plan.	Baker Tilly

**City of Willmar, Minnesota**

**Tax Increment Financing Plan**

**for**

**DRAFT: Tax Increment Financing (Housing) District  
Suite Liv'n Ridgewater Site**

**within Municipal Development District No. II**

**Dated: June 4, 2021**

**Public Hearing Scheduled: July 6, 2021**



## TABLE OF CONTENTS

<u>Section</u>	<u>Page(s)</u>
A. Definitions .....	1
B. Statutory Authorization .....	1
C. Statement of Objectives .....	1
D. Designation of Tax Increment Financing District as a Housing District .....	2
E. Duration of the TIF District.....	2
F. Property to be Included in the TIF District.....	3
G. Property to be Acquired in the TIF District.....	3
H. Specific Development Expected to Occur Within the TIF District .....	3
I. Findings and Need for Tax Increment Financing .....	4
J. Estimated Public Costs .....	4
K. Estimated Sources of Revenue .....	5
L. Estimated Amount of Bonded Indebtedness.....	5
M. Original Net Tax Capacity .....	5
N. Original Tax Capacity Rate.....	6
O. Projected Retained Captured Net Tax Capacity and Projected Tax Increment .....	6
P. Use of Tax Increment.....	7
Q. Excess Tax Increment.....	8
R. Tax Increment Pooling and the Five-Year Rule .....	8
S. Limitation on Administrative Expenses .....	8
T. Limitation on Property Not Subject to Improvements - Four Year Rule.....	9
U. Estimated Impact on Other Taxing Jurisdictions.....	9
V. Prior Planned Improvements .....	10
W. Development Agreements .....	100
X. Assessment Agreements .....	10
Y. Modifications of the Tax Increment Financing Plan .....	100
Z. Administration of the Tax Increment Financing Plan .....	111
AA. Filing TIF Plan, Financial Reporting and Disclosure Requirements.....	121
Map of the Tax Increment Financing District .....	EXHIBIT I
Map of the Development District .....	EXHIBIT II
TIF District Assumptions Report.....	EXHIBIT III
Projected Tax Increment Report .....	EXHIBIT IV
Estimated Impact on Other Taxing Jurisdictions Report.....	EXHIBIT V

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## **Section A Definitions**

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

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

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

"County" means Kandiyohi County, Minnesota.

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

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

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

"State" means the State of Minnesota.

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

"TIF District" means Tax Increment Financing (Housing) District Suite Liv'n Ridgewater Site.

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

## **Section B Statutory Authorization**

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

## **Section C Statement of Objectives**

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

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

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

## **Section D Designation of Tax Increment Financing District as a Housing District**

Pursuant to the TIF Act, the City seeks to create the TIF District and adopt a TIF Plan for the TIF District.

The TIF District is a Housing District. Housing Districts are a type of tax increment financing district that consist of a project intended for occupancy, in part, by persons or families of low and moderate income. Low and moderate income is defined in federal, state and municipal legislation. A project does not qualify if more than 20% of the square footage of buildings that receive assistance from tax increments consist of commercial, retail or other nonresidential use.

In addition, housing districts are subject to various income limitations and requirements for residential property. For owner-occupied residential property, 95% of the housing units must be initially purchased and occupied by individuals whose family income is less than or equal to the income requirements for qualified mortgage bond projects under section 143(f) of the Internal Revenue Code. For residential rental property, the property must satisfy the income requirements for a qualified residential rental project as defined in section 142(d) of the Internal Revenue Code.

The TIF District meets the above qualifications for these reasons:

1. The planned improvements consist of the following:
  - a. Approximately 72 total units, for which the following will apply:
    - 72-unit housing apartment complex where at least 40% (29) of the rental units will be occupied by persons with incomes no greater than 60% of the area median income
2. At least 80% of the proposed development will be used for residential purposes.
3. The City will require in the development agreement that the income limitations for the rental units in the apartment project will apply for the duration of the TIF District.

Tax increments derived from a housing district must be used solely to finance the cost of housing projects as defined in sections 469.174, subdivision 11 and 469.176 of the TIF Act. The cost of public improvements directly related to housing projects and the allocated administrative expenses of the City may be included in the cost of a housing project. The City anticipates using tax increment revenues to finance a portion of the extraordinary costs associated with providing the affordable housing units.

## **Section E Duration of the TIF District**

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

Pursuant to Minnesota Statutes section 469.175, subdivision 1(b), the City specifies 2024 as the first year in which it elects to receive tax increment from the TIF District, which is no later than four years following the year of approval of the TIF District. Thus, the City may collect increment from the district through December 31, 2049 as the maximum duration allowed. The City anticipates that the TIF District will be in

place for a shorter duration of only 15-years (through 2038) but reserves the right for the District to be in place for the maximum statutory duration. All tax increments from taxes payable in the year the TIF District is decertified shall be paid to the City.

### **Section F    Property to be Included in the TIF District**

The TIF District is an approximately 7.14-acre area of land located within the Development District. The total area of the TIF District also includes adjacent streets and right-of-way located within the Development District. A map showing the location of the TIF District is shown in Exhibit I. The boundaries and area encompassed by the TIF District are described below:

<b>Parcel Number</b>	<b>Legal Description</b>
95-909-0120	THE S 370' OF W1/2 OF NE1/4 OF NW1/4 EXC E 220'
95-909-0112	THE W 1/2 OF NE1/4 OF NW1/4 OF SEC9 EXC N 622' & EXC S 370' & EXC W'LY 355'
95-909-0113	THE W'LY 355' OF THE FOL DESC PROPERTY: W1/2 OF NE1/4 OF NW1/4 OF SEC 0 EXC N 622' & EXC 370' & EXC E 220'

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

### **Section G    Property to be Acquired in the TIF District**

The City may acquire and sell any or all of the property located within the TIF District; however, the City does not anticipate acquiring any such property at this time.

### **Section H    Specific Development Expected to Occur Within the TIF District**

The proposed project will include the development of approximately 72 new apartment units, split between four new buildings on the approximately 7.14-acre development site. The development is anticipated to include the development of two new 3-story 12-unit buildings and two new 24-unit 3-story buildings, resulting in a total of 72 new one- and two-bedroom apartment units. Parking for the development will be on surface lots.

In order to comply with the requirements of a Housing TIF District, at least 40% of the units will be occupied by persons with no greater than 60% of the area median income. The City anticipates using tax increment to finance eligible costs associated with development of the project site including land acquisition, site improvements, public improvements, and costs associated directly with the development of affordable housing improvements, as well as related administrative expenses.

Construction of the new development on the project site is projected to start in 2022 and is expected to be fully constructed by December 31, 2022 and be 100% assessed and on the tax rolls as of January 2, 2023 for taxes payable 2024.

## **Section I     Findings and Need for Tax Increment Financing**

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

(1) The TIF District qualifies as a housing district.

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

(2) The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.

The proposed development is expected to consist of approximately 72 total apartment units. The City's finding that the proposed development would be unlikely to occur solely through private investment within the reasonably foreseeable future is based on an analysis of the project pro forma and other materials submitted to the City by the developer. These documents have indicated that the reduction in annual revenues due to the lower rents associated with providing affordable housing units will result in returns that are not sufficient to support development and an operating cashflow insufficient to meet expected financing requirements, thereby making this housing development infeasible without public assistance. Therefore, the developer has indicated in communications with the City and submitted financial data that the development as proposed would not move forward without tax increment assistance.

(3) The TIF Plan conforms to the general plan for development or redevelopment of the City as a whole.

The reasons and facts supporting this finding are that the City Council of the City has found the TIF Plan consistent with the general plan for development of the City as a whole and will generally complement and serve to implement policies adopted in the City's comprehensive plan.

(4) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of the Development District by private enterprise.

Through the implementation of the TIF Plan, the City will provide an impetus for an affordable apartment complex, which complements the overall housing needs of the City and helps support other private types of development by providing a range of housing opportunities for residents and workers within the City.

## **Section J     Estimated Public Costs**

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

TIF eligible costs related to acquisition, site improvements/preparation costs, utilities, public improvements, and other TIF eligible expenditures	\$1,490,100
Administrative expenses	\$165,570
Estimated Tax Increment Project Costs	\$1,655,670

The City anticipates using tax increment to the extent available to finance land acquisition, site improvement/preparation costs, utilities, public improvements and related administrative expenses, as well as other TIF-eligible expenditures as deemed necessary and related to development of the project site.

The City reserves the right to administratively adjust the amount of any of the items listed above or to incorporate additional eligible items, so long as the total estimated public cost (\$1,655,670) is not increased. The City also reserves the right to fund any of the identified costs with any other legally available revenues, such as grants and/or loans, but anticipates that such costs will be primarily financed with tax increments.

## **Section K    Estimated Sources of Revenue**

Tax Increment revenue (Net of OSA Deduction)	\$1,655,670
Interest on invested funds	0
Land Sale Proceeds	0
Other	0
<b>Total</b>	<b>\$1,655,670</b>

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

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

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

## **Section L    Estimated Amount of Bonded Indebtedness**

The maximum principal amount of bonds (as defined in the TIF Act) secured in whole or part with tax increment from the TIF District is \$1,655,670. The City currently plans to finance the public improvements and affordable housing costs in the form of a pay-as-you go revenue note as reimbursement to the developer for certain TIF-eligible expenses. The City reserve the right to issue bonds in any form, including without limitation any interfund loan with interest not to exceed the maximum permitted under Section 469.178, subd. 7 of the TIF Act.

## **Section M    Original Net Tax Capacity**

The County Auditor shall certify the original net tax capacity of the TIF District. This value will be equal to the total net tax capacity of all property in the TIF District as certified by the State Commissioner of Revenue. For districts certified between January 1 and June 30, inclusive, this value is based on the previous assessment year. For districts certified between July 1 and December 31, inclusive, this value is based on the current assessment year.

The Estimated Market Value of all property within the TIF District as of January 2, 2021, for taxes payable in 2022, is estimated to be \$3,061,600. Upon establishment of the TIF District, and subsequent classification of property to a residential rental property with a classification rate of 1.25%, it is estimate that the original net tax capacity of the District will be approximately \$38,270.

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

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

## **Section N    Original Tax Capacity Rate**

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

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

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

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

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

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

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

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

## **Section P Use of Tax Increment**

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

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

- (1) pay for the estimated public costs of the TIF District (see Section J) and County administrative costs associated with the TIF District (see Section S);
- (2) pay principal and interest on one or more pay-as-you-go notes, tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;
- (3) accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;
- (4) pay all or a portion of the county road costs as may be required by the County Board under Minnesota Statutes section 469.175, subdivision 1a;
- (5) pool tax increment for other affordable housing projects; or
- (6) return excess tax increments to the County Auditor for redistribution to the City, County and School District.

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

Tax increment derived from the TIF District must be used solely to finance the cost of housing projects (including administrative expenses and public improvement costs) as defined in section 469.174, subdivision 11 of the TIF Act and subject to the requirements set forth in section 469.1761 of the TIF Act.

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

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

## **Section Q Excess Tax Increment**

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

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

## **Section R Tax Increment Pooling and the Five-Year Rule**

As permitted under Minnesota Statutes section 469.1763, subdivision 2(b) and subdivision 3(a)(5), any expenditures of increment from the TIF District to pay the cost of a "housing project" as defined in Minnesota statutes section 469.174, subdivision 11 will be treated as an expenditure within the district for the purposes of the "pooling rules" and the "five-year rule". The City may expend tax increments outside the TIF District (including allowable administrative expenses), and such expenditures are expressly authorized in this TIF Plan.

## **Section S Limitation on Administrative Expenses**

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

- (1) amounts paid for the purchase of land;
- (2) amounts paid for materials and services, including architectural and engineering services directly connected with the proposed development within the TIF District;
- (3) relocation benefits paid to, or services provided for, persons or businesses residing or located within the TIF District; or
- (4) amounts used to pay interest on, fund a reserve for, or sell at a discount, tax increment bonds.

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

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

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District and the original net tax capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The City must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

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

## **Section U Estimated Impact on Other Taxing Jurisdictions**

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

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

1. The total amount of tax increment that will be generated over the life of the TIF District is estimated to be \$1,661,655.
2. To the extent the project in the TIF District generates any public cost impacts on City-provided services such as police and fire protection, public infrastructure, and the impact of any general obligation tax increment bonds attributable to the district upon the ability to issue other debt for general fund purposes, such costs will be levied upon the taxable net tax capacity of the City, excluding that portion captured by the TIF District. The City does not plan to issue bonds but reserves the right to the use of internal financing and pay-as-you-go reimbursement financing, as necessary, to finance a portion of the project costs attributable to the TIF District.
3. The amount of tax increments over the life of the TIF District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is estimated to be \$300,587
4. The amount of tax increments over the life of the TIF District that would be attributable to County levies, assuming the County's share of the total local tax rate for all taxing jurisdictions remained the same is estimated to be \$783,939.
5. No additional information has been requested by the County or school district that would enable it to determine additional costs that will accrue to it due to the development proposed for the TIF District.

## **Section V Prior Planned Improvements**

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

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

## **Section W Development Agreements**

If within a project containing a housing district, more than 10% of the acreage of the property to be acquired by the City is purchased with tax increment bonds proceeds (to which tax increment from the property is pledged), then prior to such acquisition, the City must enter into an agreement for the development of the property. Such agreement must provide recourse for the City should the development not be completed.

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

## **Section X Assessment Agreements**

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

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

The City may enter into an assessment agreement.

## **Section Y Modifications of the Tax Increment Financing Plan**

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

- (1) the only modification is elimination of parcels from the TIF District; and
- (2) the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's original net tax capacity, or the City agrees

that the TIF District's original net tax capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

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

## **Section Z Administration of the Tax Increment Financing Plan**

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

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

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

*City of Willmar, Minnesota*

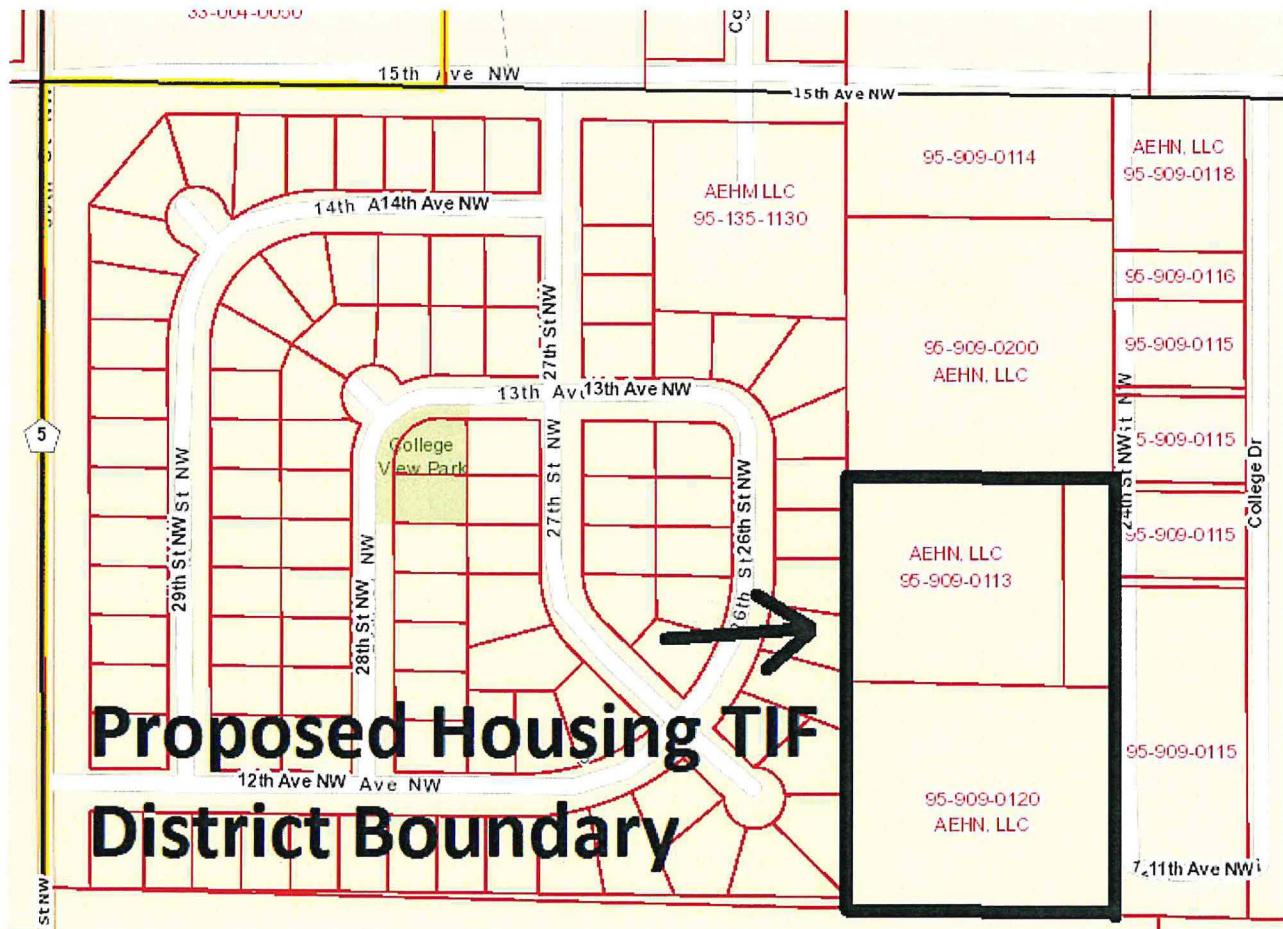
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The County Auditor shall notify the City of all changes made to the original net tax capacity of the TIF District.

**Section AA Filing TIF Plan, Financial Reporting and Disclosure Requirements**

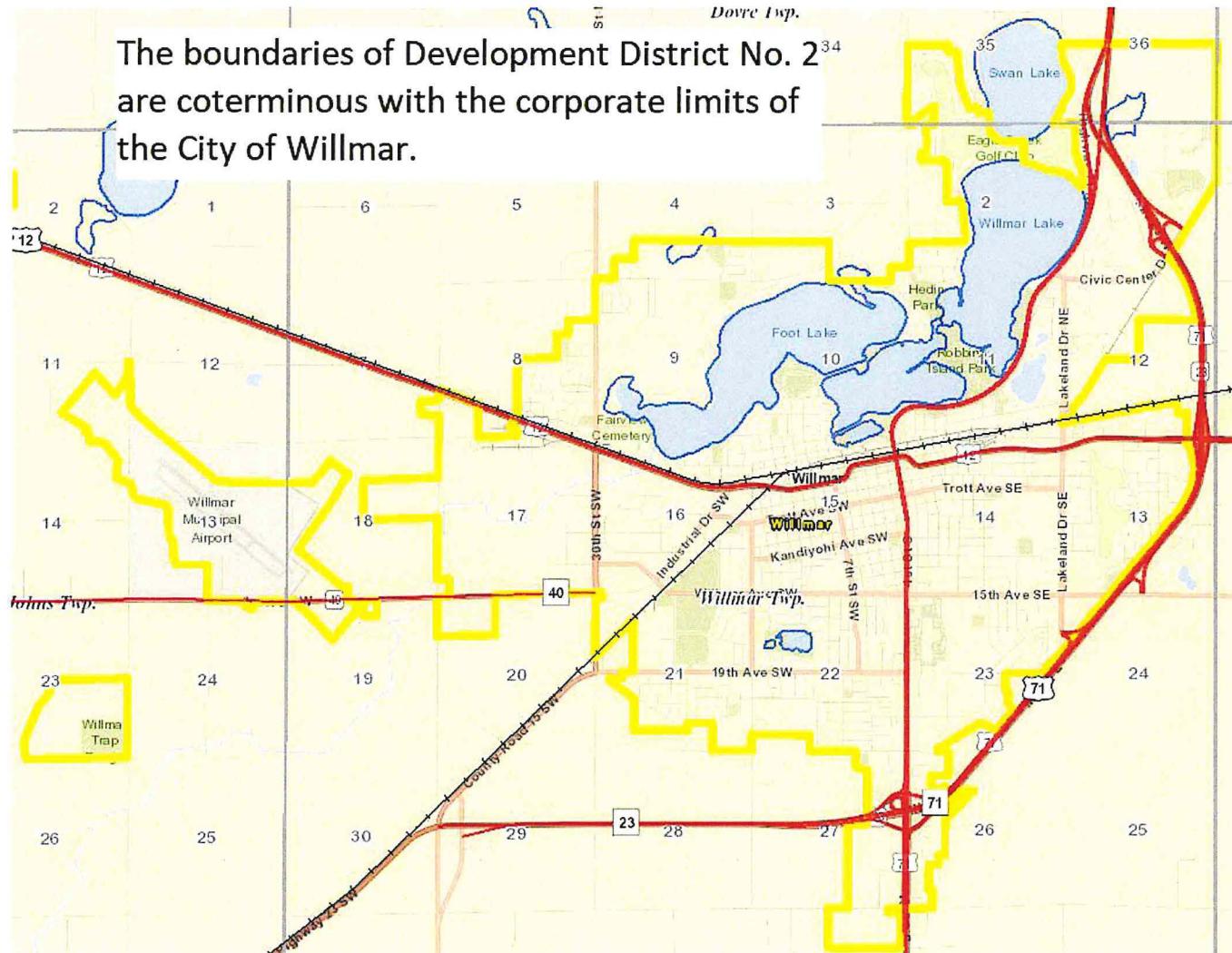
The City will comply with all reporting requirements for the TIF District under Minnesota Statutes section 469.175, subdivisions 5 and 6.

MAP OF PROPOSED TAX INCREMENT FINANCING (HOUSING) DISTRICT  
Suite Liv'n Ridgewater Site Housing Development Project



## MAP OF DEVELOPMENT DISTRICT NO. 2

The boundaries of Development District No. 2<sup>3</sup> are coterminous with the corporate limits of the City of Willmar.



Assumptions Report

**City of Willmar, Minnesota  
Tax Increment Housing District  
Suite Liv'n Ridgewater Site  
TIF Projections - 72-Units - \$100,000/Unit EMV**

Type of Tax Increment Financing District	Housing			
Maximum Duration of TIF District	25 years from 1st increment			
Projected Certification Request Date	✓ 07/06/21			
Decertification Date	✓ 12/31/38 (15 Years of Increment)			
	<hr/> <b>2021/2022</b>			
Base Estimated Market Value	✓ \$3,061,600			
Original Net Tax Capacity	\$38,270			
	<hr/> <b>Assessment/Collection Year</b>			
	<b>2021/2022</b>	<b>2022/2023</b>	<b>2023/2024</b>	<b>2024/2025</b>
Base Estimated Market Value	\$3,061,600	\$3,061,600	\$3,061,600	\$3,061,600
Estimated Increase in Value - New Construction	✓ 0	✓ 0	✓ 7,156,200	✓ 7,156,200
Total Estimated Market Value	✓ 3,061,600	✓ 3,061,600	✓ 10,217,800	✓ 10,217,800
Total Net Tax Capacity	\$38,270	\$38,270	\$127,723	\$127,723
<hr/>				
City of Willmar	40.841%			
Kandiyohi County	58.425%			
ISD #345	22.402%			
Other	✓ 2.171%			
Local Tax Capacity Rate	123.839%			
	2020/2021			
Fiscal Disparities Contribution From TIF District	0.0000%			
Administrative Retainage Percent (maximum = 10%)	10.00%			
Pooling Percent	0.00%			
<hr/>				
<u>Bonds</u>	<u>Note (Pay-As-You-Go)</u>			
Bonds Dated	NA	Note Dated	02/01/23	
Bond Rate	NA	Note Rate	5.00%	
Bond Amount	NA	Note Amount	\$991,800	
Present Value Date & Rate	✓ 07/06/21	5.00% PV Amount	\$1,043,776	
<hr/>				

Notes

Projections assume no future changes to classification rates and current tax rates remain constant.  
 Projections based on a projected per unit market value of \$100,000.  
 Projections assume 100% of units classified at standard 1.25% Rental Class Rate  
 Projections assume no market value inflation assumption.  
 Projections assume 100% construction in 2022.  
 Post Development MV includes existing building development on parcel 95-909-0120

## Projected Tax Increment Report

**City of Willmar, Minnesota**  
**Tax Increment Housing District**  
**Suite Liv'n Ridgewater Site**  
**TIF Projections - 72-Units - \$100,000/Unit EMV**

Annual Period Ending	Total Market Value	Total Net Tax Capacity	Less: Original Net Tax Capacity	Retained Captured Net Tax Capacity	Times: Tax Capacity Rate	Annual Gross Tax Increment	Less: State Aud. Deduction 0.360%	Subtotal Net Tax Increment	Less: City Retainage 10.00%	Annual Net Revenue
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
12/31/21	3,061,600	38,270	38,270	0	123.839%	0	0	0	0	0
12/31/22	3,061,600	38,270	38,270	0	123.839%	0	0	0	0	0
12/31/23	3,061,600	38,270	38,270	0	123.839%	0	0	0	0	0
12/31/24	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/25	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/26	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/27	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/28	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/29	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/30	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/31	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/32	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/33	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/34	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/35	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/36	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/37	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
12/31/38	10,217,800	127,723	38,270	89,453	123.839%	110,777	399	110,378	11,038	99,340
						\$1,661,655	\$5,985	\$1,655,670	\$165,570	\$1,490,100

**Estimated Impact on Other Taxing Jurisdictions Report**

**City of Willmar, Minnesota**  
**Tax Increment Housing District**  
**Suite Liv'n Ridgewater Site**  
**TIF Projections - 72-Units - \$100,000/Unit EMV**

Taxing Jurisdiction	Without Project or TIF District				With Project and TIF District				
	Final 2020/2021		Projected		New Taxable Net Tax Capacity	Hypothetical Adjusted Local Tax Rate (*)	Hypothetical Decrease In Local Tax Rate (*)	Hypothetical Tax Generated by Retained Captured N.T.C. (*)	
	Taxable Net Tax Capacity (1)	2020/2021 Local Tax Rate	2020/2021	Retained Captured Net Tax Capacity					
City of Willmar	15,019,787	40.841%	15,019,787	\$89,453	15,109,240	40.599%	0.242%	36,317	
Kandiyohi County	58,843,104	58.425%	58,843,104	89,453	58,932,557	58.336%	0.089%	52,183	
ISD #345	25,702,984	22.402%	25,702,984	89,453	25,792,437	22.324%	0.078%	19,970	
Other	-	2.171%	-	-	-	2.171%	-	-	
Totals		123.839%				123.431%	0.408%		

\* **Statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 0.408% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

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

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

\*\*\*DRAFT - 06/28/21

TAX INCREMENT DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF WILLMAR, MINNESOTA

AND

AEHN LLC

This document drafted by:  
FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103  
(651) 225-8840

## TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS .....	6
Section 1.1    Definitions .....	6
ARTICLE 2. REPRESENTATIONS AND WARRANTIES.....	9
Section 2.1    Representations and Warranties of the City .....	9
Section 2.2    Representations and Warranties of the Developer. ....	9
ARTICLE 3. UNDERTAKINGS BY DEVELOPER AND CITY .....	12
Section 3.1    Project and Legal and Administrative Expenses .....	12
Section 3.2    Reimbursement of Costs; Tax Increment.....	12
Section 3.3    TIF Revenue Note .....	13
Section 3.4    Administrative Costs. ....	14
Section 3.5    Records.....	14
Section 3.6    Continued Operation .....	14
Section 3.7    Affordability Requirements.....	14
Section 3.8    Restriction on Nonresidential Use.....	14
Section 3.9    Management Plan .....	15
ARTICLE 4. CONSTRUCTION OF PROJECT .....	16
Section 4.1    Construction of Project Improvements.....	16
Section 4.2    Construction Plans.....	16
Section 4.3    Commencement and Completion of Construction .....	16
Section 4.4    Certificate of Completion.....	16
Section 4.5    Certificate of Occupancy.....	16
ARTICLE 5. INSURANCE.....	17
Section 5.1    Required Insurance During Construction.....	17
Section 5.2    Post-Construction Required Insurance.....	17
Section 5.3    Evidence of Required Insurance.....	17

Section 5.4	Damage; Duty to Notify and Repair.....	18
Section 5.5	Failure to Repair; Termination of TIF Note.....	18
Section 5.6	Termination of Insurance. ....	18
	<b>ARTICLE 6. TAX INCREMENT; TAXES .....</b>	<b>19</b>
Section 6.1	Right to Collect Delinquent Taxes. ....	19
Section 6.2	Reduction of Taxes.....	19
	<b>ARTICLE 7. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER; INDEMNIFICATION.....</b>	<b>20</b>
Section 7.1	Prohibition Against Developer's Transfer of Property and Assignment of Agreement.....	20
Section 7.2	Release and Indemnification Covenants .....	21
Section 7.3	Subordination .....	22
	<b>ARTICLE 8. EVENTS OF DEFAULT .....</b>	<b>23</b>
Section 8.1	Events of Default Defined.....	23
Section 8.2	Remedies on Default .....	23
Section 8.3	No Remedy Exclusive .....	24
Section 8.4	No Additional Waiver Implied by One Waiver .....	24
	<b>ARTICLE 9. GENERAL PROVISIONS .....</b>	<b>25</b>
Section 9.1	Binding Effect .....	25
Section 9.2	Voluntary and Knowing Action .....	25
Section 9.3	Authorized Signatories .....	25
Section 9.4	City Representatives Not Individually Liable .....	25
Section 9.5	Equal Employment Opportunity. ....	25
Section 9.6	Severability.....	25
Section 9.7	Governing Law.....	25
Section 9.8	Records—Availability and Retention .....	25
Section 9.9	Data Practices .....	26
Section 9.10	Recording .....	26
Section 9.11	Notice of Status and Conformance.....	26

Section 9.12	Amendment .....	26
Section 9.13	Restrictions on Use.....	26
Section 9.14	Conflicts of Interest.....	26
Section 9.15	Titles of Articles and Sections.....	26
Section 9.16	Notices and Demands.....	26
Section 9.17	Counterparts .....	27
Section 9.18	Expiration .....	27
Section 9.19	Provisions Surviving Rescission or Expiration.....	27
<b>Article I.</b>	<b>Responsiveness to Outstanding Issues .....</b>	1
<b>Article II.</b>	<b>Strategies Relative to Recurrent Issues .....</b>	1
<b>Article III.</b>	<b>Building Communication Proactively.....</b>	1
<b>Article IV.</b>	<b>Snow Removal .....</b>	1

Exhibit A: Legal Description of Development Property

Exhibit B: Depiction of Development Property and Project Area

Exhibit C: Certificate of Completion

Exhibit D: Form Limited Revenue Tax Increment Note

## TAX INCREMENT DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Willmar, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and AEHN LLC, a Minnesota limited liability company (the "Developer").

### WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.134, the City has formed Municipal Development District No. II (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended, (hereinafter the "Tax Increment Act"), the City has created, within the Development District, the Tax Increment Financing (Housing) District Suite Liv'n Ridgewater Site (the "Tax Increment District"), and has adopted a tax increment financing plan, dated June 4, 2021, by its Resolution No. 21-\_\_\_\_, dated July 6, 2021 (the "Tax Increment Financing Plan"), which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals, and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement because assistance is being provided solely for housing.

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:

## ARTICLE 1. DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Tax Increment Development Agreement, as the same may be from time to time modified, amended or supplemented;

Available Tax Increment has the meaning provided in the TIF Note, which is attached hereto as Exhibit D.

Business Day means any day except a Saturday, Sunday, or a legal holiday, or a day on which banking institutions in the City are authorized by law or executive order to close;

Certificate of Completion means the certification provided to the Developer pursuant to Section 4.4 of this Agreement, on the form attached as Exhibit C;

City means the City of Willmar, Minnesota;

County means Kandiyohi County, Minnesota;

Developer means AEHN LLC, a Minnesota limited liability company, its successors and assigns;

Development District means Municipal Development District No. II, described in the corresponding Development Program;

Development Program means the Development Program approved in connection with the Development District;

Development Property means three parcels consisting of approximately 7.14 acres of real property, as legally described on Exhibit A;

Event of Default means any of the events described in Section 8.1 hereof;

Holder means the holder or beneficiary of a Mortgage.

Legal and Administrative Expenses means the costs, fees or expenses incurred by the City in connection with the transaction described in this Agreement, including but not limited to the costs of the financial advisor and attorneys, as well as for the administration of the Tax Increment Financing Plan and the preparation of this Agreement;

Maturity Date means the date that the TIF Note has been paid in full, prepaid, or terminated in accordance with its terms;

Mortgage means any mortgage made by the Developer which is secured, in whole or in part, with the Development Property.

Project means construction of two new 3-story 12-unit buildings and two new 24-unit 3-story buildings, resulting in a total of 72 new one- and two-bedroom apartment units, as well as construction of a new access, parking improvements, lighting, utility extensions/relocations, soil correction, and stormwater controls thereon;

Reimbursable Expenses means the documented costs to the Developer of acquisition of the Development Property, site preparation costs, costs of constructing housing, or any other costs eligible to reimbursed with Tax Increment;

State means the State of Minnesota;

Tax Increment means tax increment, as defined in the Tax Increment Act, derived from the Development Property located within the Tax Increment District;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means the Tax Increment Financing (Housing) District Suite Liv'n Ridgewater Site, which was qualified as a housing district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council by its Resolution No. 21-\_\_\_\_, dated July 6, 2021;

TIF Note means the Limited Revenue Tax Increment Note, substantially in the form attached hereto as Exhibit D, to be executed by the City and delivered to the Developer in accordance with this Agreement;

Unavoidable Delays means delays, beyond the reasonable control of the party seeking to be excused as a result thereof, which are the direct result of war, terrorism, labor strikes, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state, or local governmental unit (other than the City) which directly result in delays; provided that within 15 days after a party impaired by the delay has knowledge of the delay it shall give the other party notice of the delay and the estimated length of the delay and shall give the other party notice of the actual length of the delay within 15 days after the cause of the delay has ceased to

**\*\*\*DRAFT - 06/28/21**

exist. The parties shall pursue with reasonable diligence the avoidance and removal of such delay. Unavoidable delay shall not extend performance of any obligation unless the notices required in this definition are given as herein required.

*[The remainder of this page is intentionally left blank]*

## ARTICLE 2. REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

- (a) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) The Tax Increment District is a "housing district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 11, and was created, adopted, and approved in accordance with the terms of the Tax Increment Act.
- (c) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program. Land use permits shall be governed by City land use ordinances, with specific land use permits or approvals considered separate from this Agreement.
- (d) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for the Reimbursable Costs in connection with the Project as provided in this Agreement. The City neither pledges nor provides any other financial assistance to the Developer for the construction of the Project or other costs.
- (e) The requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement because assistance is being provided solely for housing.
- (f) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (a) The Developer is a Minnesota limited liability company, is in good standing in the State and has power to enter into this Agreement and to perform its obligations hereunder and is not in violation of the laws of the State.
- (b) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all local, state, and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).
- (c) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably

foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(d) The Developer will use its best efforts to obtain, or cause to be obtained in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations, which must be obtained or met before the Project may be lawfully constructed.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) The Developer will cooperate with the City with respect to any litigation commenced with respect to the Project.

(g) For so long as Developer continues to own the Development Property after completion of construction of the Project, the Developer shall manage or cause the Project to be managed so as to comply with all federal, state and local laws, ordinances and regulations, including but not limited to the City's solid waste, right-of-way, and public nuisance ordinances, consistent with the requirements of Section 3.9 below, and Developer shall further cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety, or nuisance problems, which may arise in connection with the construction, operation or maintenance of the Project.

(h) The Developer has received no notice or communication from any local, state, or federal official that the activities of the Developer or the City on the Development Property may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of or give any person a valid claim under any local, state, or federal environmental law, regulation, or review procedure.

(i) Whenever any Event of Default occurs and if the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, and the City prevails in such action, the Developer agrees that it shall, within twenty (20) business days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

(j) The proposed development by the Developer hereunder would not occur but for the tax increment financing assistance being provided by the City hereunder.

(k) The Developer shall promptly advise City in writing of all litigation or claims affecting any part of the Project and all written complaints and charges made by any

governmental authority materially affecting the Project or materially affecting Developer or its business which may delay or require changes in construction of the Project.

(l) For a period of ten years from the date of this Agreement, the Developer will not seek a reduction in the market value of the Development Property as determined by the Kandiyohi County Assessor.

(m) The financing commitments which the Developer has obtained to finance the construction of the Project, together with the equity funds available to the Developer, together with financing to be provided by the City pursuant to this Agreement, will be sufficient to enable the Developer to successfully complete the Project.

(n) The Developer has made its own projections of tax increment and revenues to be generated from the Project and of the Developer's return on investment, and the Developer has not relied on any assumptions, calculations, determinations, or conclusions made by the City, its governing body members, officers or agents, including the independent contractors, consultants, legal counsel, or employees thereof, with respect to the foregoing or in determining to proceed with the Project.

(o) The construction of the Project shall commence on or before July 1, 2022 and, barring Unavoidable Delays, the Project will be substantially completed by October 1, 2023.

*[The remainder of this page is intentionally left blank]*

## ARTICLE 3. UNDERTAKINGS BY DEVELOPER AND CITY

### Section 3.1 Project and Legal and Administrative Expenses.

(a) Reimbursement of City Costs. The Developer shall pay the City for legal and administrative expenses upon execution of this Agreement. Should the City incur additional reasonable legal and administrative expenses thereafter in connection with an amendment of this Agreement, the City may request payment thereof and the Developer agrees to pay all reasonable legal and administrative expenses incurred by the City within 30 days of the City's written invoice.

(b) The Developer shall construct the Project in accordance with this Agreement.

(c) The Developer shall pay all costs of the Development Property and the Project.

(d) The Developer owns the Development Property and the City has no obligation to acquire the Development Property or any portion thereof on the Developer's behalf. The Developer acknowledges that the City makes no representations or warranties as to the condition of the Development Property or the fitness of the Development Property for construction of the Project or any other purpose for which the Developer may make use of such Development Property, and that the assistance provided to Developer under this Agreement neither implies any responsibility by the City for any contamination of the Development Property or poor soil conditions nor imposes any obligation on the City to participate in any cleanup of the Development Property or correction of any soil problems.

(e) The Developer will operate and maintain the Project in accordance with the terms of this Agreement and all applicable local, state and federal laws and regulations (including but not limited to, environmental, zoning, building and public health laws and regulations) subject to its respective rights to contest the same pursuant to applicable laws.

(f) At all times through the termination of this Agreement, the Developer will operate, maintain, preserve and keep the respective Project, Development Property and such portions thereof in good repair and condition.

Section 3.2 Reimbursement of Costs; Tax Increment. The City will pledge up to 90 percent of the Tax Increments received and retained by the City to reimburse the Developer for up to \$1,490,100.00 (the "Reimbursement Amount") of documented Reimbursable Expenses actually incurred and paid by the Developer for the Project. The City's obligation to reimburse the Developer for the Reimbursable Expenses up to the Reimbursement Amount for the construction of the Project on the Development Property shall come solely from Tax Increment received and retained by the City and shall be subject to satisfaction of the following conditions precedent:

(a) The Developer shall be in material compliance with all the terms, conditions, and provisions of this Agreement;

(b) The Developer shall have substantially completed construction of the Project, as evidenced by the City's issuance of a Certificate of Completion in the form attached hereto as Exhibit C.

(c) The Developer shall have submitted to the City copies of invoices or other evidence acceptable to the City documenting the Developer's Reimbursable Expenses incurred on the Project.

Section 3.3 TIF Revenue Note. Notwithstanding any provision of this Agreement, the Developer agrees to and shall be responsible to pay all of its respective costs and expenses of the Project and the Development Property. However, the City is willing to provide the assistance as provided in this Agreement to reimburse the Developer for a portion of the Project costs incurred by the Developer. In order to reimburse the Developer for a portion of the cost of the Project incurred by the Developer not to exceed the Reimbursement Amount, the City shall pay the Reimbursement Amount through the issuance of the TIF Note in the maximum principal amount of \$1,490,100.00. The TIF Note shall be substantially in the form attached to this Agreement as Exhibit D, subject to the following conditions:

(a) The TIF Note shall be dated, issued, and delivered promptly after the Developer's demonstration in writing to the reasonable satisfaction of the City that the Developer has incurred and paid costs for the Project and shall have submitted paid invoices for the Project in an amount not less than the Reimbursement Amount.

(b) The principal amount of the TIF Note shall be payable solely from the Tax Increments.

(c) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal outstanding on the TIF Note, the Tax Increments received by the City during the preceding six months.

(d) Payments will be made semi-annually on February 1 and August 1 of each year commencing August 1, 2024 and continuing through February 1, 2039 (30 payments) or until all Reimbursable Expenses have been paid.

(e) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal on the TIF Note.

(f) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that there shall not at that time be an Event of Default by Developer that has occurred and is continuing under this Agreement and this Agreement shall not have been terminated.

(g) In the event of any conflict between the terms of the TIF Note and the terms of this Section, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as

legal counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

(h) Notwithstanding anything to the contrary in this Agreement, if the conditions for delivery of the TIF Note are not met by the date of required substantial completion of the Project set forth in Section 2.2(o), the City may terminate this Agreement by 30 days' prior written notice to the Developer, provided that if Developer thereafter substantially completes the Project within such 30 day period, this Agreement will not terminate but will continue notwithstanding the delay. After a termination pursuant to this Section, neither party shall have any obligations or liability to the other hereunder, except that any indemnification obligations of the Developer shall continue.

(i) The Developer understands and acknowledges that the City makes no representations or warranties regarding the amount of Available Tax Increment, or that revenues pledged to the TIF Note will be sufficient to pay the principal amount of the TIF Note. The Developer expressly acknowledges that amounts of Available Tax Increment will be determined, in part, by the estimated market value of the Project, and that if the market value assigned by the County is less than the Developer anticipated at the time this Agreement was negotiated, Available Tax Increment may be insufficient to pay the entire principal amount of the TIF Note. Developer further acknowledges that estimates of Tax Increment prepared by the City or its financial advisors in connection with the TIF District or this Agreement are for the benefit of the City and are not intended as representations on which the Developer may rely. If the cost of the Project exceeds the principal amount of the TIF Note, such excess is the sole responsibility of the Developer.

Section 3.4 Administrative Costs. The Parties agree and understand that the City will reimburse itself for its Legal and Administrative Expenses, from and to the extent of the 10 percent portion of Tax Increments that are not pledged to the TIF Note.

Section 3.5 Records. The City and its representatives shall have the right at all reasonable times after reasonable notice to inspect, examine and copy all books and records of the Developer relating to the Project and this Agreement.

Section 3.6 Continued Operation. The Developer shall continue to own and operate the Development Property and devote it to multi-family residential uses for the duration of this Agreement.

Section 3.7 Affordability Requirements. The Developer shall comply with all income requirements imposed by Minn. Stat. § 469.1761 for the duration of this Agreement.

Section 3.8 Restriction on Nonresidential Use. The Developer shall devote no more than 20 percent of the square footage of the building constructed as part of the Project to commercial, retail, or other nonresidential uses.

Section 3.9 Management Plan. The Developer shall implement and adhere to the Management Plan attached hereto as Exhibit E and incorporated herein by reference with respect to its management of the Project on the Development Property, as well as any other multi-family residential structure owned by the Developer or its affiliates within the City.

*[The remainder of this page is intentionally left blank]*

## ARTICLE 4. CONSTRUCTION OF PROJECT

Section 4.1 Construction of Project Improvements. The Developer agrees that it will construct the Project on the Development Property in accordance with the Construction Plans and at all times prior to the Maturity Date will operate and maintain, preserve, and cause such facility to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition and in compliance with all City and State codes, laws, and regulations. The City shall not have any obligation to operate or maintain the Project.

Section 4.2 Construction Plans. The Developer shall submit the Construction Plans for the Project to the City, and the City shall review and approve the same if it finds that the Construction Plans adequately provide for the construction of the Project and are in conformity with the Development Plan, this Agreement, and all applicable State and local laws and regulations. The Developer may not commence work on either the Project until such time as the City has approved the Construction Plans therefore. Approval by the City Representative does not relieve the Developer of the obligation to comply with the terms of this Agreement or of the Development Plan, applicable federal, state, and local laws, ordinances, rules, and regulations, or to construct the Project in accordance therewith.

Section 4.3 Commencement and Completion of Construction. The Developer owns the Development Property and shall construct the Project. Subject to Unavoidable Delays, construction of the Project on the Development Property shall commence by July 1, 2022 and be substantially completed by October 1, 2023. Construction is considered to be commenced upon the beginning of physical improvements beyond grading. All work with respect to the Project to be constructed or provided by the Developer on the Development Property shall be in substantial compliance and conformity with the construction plans as submitted by the Developer and approved by the City.

Section 4.4 Certificate of Completion. Promptly after substantial completion of the Project in accordance with those provisions of this Agreement, the City will furnish the Developer with a Certificate of Completion in substantially the form attached as Exhibit C. Such certificate by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement to construct the Project and the date for completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder or any insurer of a mortgage securing money loaned to finance the Project, or any part thereof.

Section 4.5 Certificate of Occupancy. The construction of the Project will be considered substantially complete once the Developer has received a certificate of occupancy from the City for the structure to be constructed as part of the Project.

## ARTICLE 5. INSURANCE

Section 5.1 Required Insurance During Construction. The Developer will provide and maintain at all times during the process of constructing the Project an All Risk Broad Form Basis Insurance Policy and from time to time during that period at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

- (a) Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis," in an amount equal to 100 percent of the insurable value of the Project at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy.
- (b) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) together with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City shall be listed as an additional insured on the policy; and
- (c) Workers' compensation insurance, with statutory coverage.

Section 5.2 Post-Construction Required Insurance. Upon completion of construction of the Project and prior to the Maturity Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

- (a) Insurance against loss and damage to the Project under a policy or policies covering such risks as are ordinarily insured in accordance with prudent, reasonable business practices by similar businesses.
- (b) Commercial general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000, and shall be endorsed to show the City as additional insured.
- (c) Such other insurance, including workers' compensation insurance covering all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability.

Section 5.3 Evidence of Required Insurance. All insurance required in this Article 5 of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City certificates evidencing all such insurance and stating that such insurance is in force and effect. Unless otherwise provided in this Article 5 of this Agreement, each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the

amounts required herein without giving written notice to the Developer and the City at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Project.

**Section 5.4    Damage; Duty to Notify and Repair.** The Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Project or any portion thereof resulting from fire or other casualty. In such event occurring prior to the Maturity Date the Developer will upon receipt of insurance proceeds forthwith repair, reconstruct and restore the Project to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof. The Developer shall complete the repair, reconstruction and restoration of the Project, whether or not the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction and restoration shall be the property of the Developer.

**Section 5.5    Failure to Repair; Termination of TIF Note.** Notwithstanding anything to the contrary contained in this Agreement, in the event of damage to the Project in excess of \$100,000 and the Developer fails to complete any repair, reconstruction or restoration of the Project within one year from the date of damage or receipt of insurance proceeds whichever is later, and subject to Unavoidable Delay, the City may, at its option, terminate the TIF Note. If the City terminates the TIF Note, such termination shall constitute the City's sole remedy under this Agreement as a result of the Developer's failure to repair, reconstruct or restore the Project. Thereafter, the City shall have no further obligations to make any payments under the TIF Note.

**Section 5.6    Termination of Insurance.** The Developer and the City agree that all of the insurance provisions set forth in this Article 5 shall terminate upon the termination of this Agreement.

*[The remainder of this page is intentionally left blank]*

## ARTICLE 6. TAX INCREMENT; TAXES

Section 6.1 Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of developing the Project through issuance of the TIF Note. The Developer understands that the Tax Increments pledged to the TIF Note are derived from real estate taxes on the Development Property, which taxes must be promptly and timely paid. To that end, the Developer agrees for itself, its successors and assigns, in addition to the obligation pursuant to statute to pay real estate taxes, that it is also obligated by reason of this Agreement, prior to the Maturity Date, to pay before delinquency all real estate taxes assessed against the Development Property and the Project thereon. The Developer acknowledges that this obligation creates a contractual right on behalf of the City to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit, the City shall also be entitled to recover its reasonable costs, expenses and attorney fees.

Section 6.2 Reduction of Taxes. The Developer agrees that prior to the Maturity Date, it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (a) willful destruction of the Development Property or any part thereof; (b) willful refusal to reconstruct damaged or destroyed property, except to the extent otherwise provided in Section 5.4; (c) apply for an abatement or deferral of real property tax under any law or otherwise cause the Development Property to become exempt from real property taxes; or (d) subject to Article 7, convey or transfer or allow conveyance or transfer of the Development Property to any entity that is exempt from payment of real property taxes under State law.

*[The remainder of this page is intentionally left blank]*

## ARTICLE 7. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER; INDEMNIFICATION

Section 7.1 Prohibition Against Developer's Transfer of Property and Assignment of Agreement. The Developer represents and agrees that prior to issuance of the Certificate of Completion for the Project:

(a) Except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Development Property, or any part thereof, to perform its obligations with respect to constructing the Project under this Agreement, and any other purpose authorized by this Agreement, the Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City unless the Developer remains liable and bound by this Agreement in which event the City's approval is not required. Any such transfer shall be subject to the provisions of this Agreement.

(b) In the event the Developer, upon transfer or assignment of the Development Property or any portion thereof, seeks to be released from its obligations under this Agreement as to the portion of the Development Property that is transferred or assigned, the City shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such release that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer as to the portion of the Development Property to be transferred.

(2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement as to the portion of the Development Property to be transferred and agreed to be subject to all the conditions and restrictions to which the Developer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to the Development Property or any part thereof or the construction of the Project; it being the intent of the Parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or

remedies on controls provided in or resulting from this Agreement with respect to the Project had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

(3) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property governed by this Article 7, shall be in a form reasonably satisfactory to the City. In the event the foregoing conditions are satisfied then the Developer shall be released from its obligation under this Agreement, as to the portion of the Development Property that is transferred, assigned, or otherwise conveyed. After issuance of the Certificate of Completion for the Project, the Developer may transfer or assign any portion of the Development Property or the Developer's interest in this Agreement without the prior written consent of the City, provided that the transferee or assignee is bound by all the Developer's obligations hereunder. The Developer shall submit to the City written evidence of any such transfer or assignment, including the transferee or assignee's express assumption of the Developer's obligations under this Agreement. If the Developer fails to provide such evidence of transfer and assumption, the Developer shall remain bound by all its obligations under this Agreement.

#### Section 7.2 Release and Indemnification Covenants.

(a) Except for any intentional misconduct or negligence of any of the Indemnified Parties (defined below), the Developer releases from and covenants and agrees that the City and the Indemnified Parties shall not be liable for and agrees to indemnify the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

(b) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties as hereinafter defined, the Developer agrees to indemnify the City and the governing body members, officers, agents, servants and employees thereof acting in their capacity as such and not in their individual capacity (collectively, the "Indemnified Parties"), now or forever, and further agrees to hold the Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from Developer's obligations pursuant to this Agreement, or the construction, installation, ownership, maintenance and operation of the Project.

(c) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement or applicable laws, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants, or employees or any other person who may be about the Development Property or the Project.

(d) All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 7.3 Subordination. To facilitate the Developer obtaining financing for the Development of the Project, the City shall subordinate its rights under this Agreement to the Holder of any Mortgage, in accordance with such reasonable terms and conditions as required by the Holder of a Mortgage.

Notwithstanding anything to the contrary in this Agreement, without the prior written approval of the City, (i) transfers of direct and indirect ownership interests in the Developer shall be permitted, (ii) the Developer may obtain construction and/or permanent financing for the Development Property (including, without limitation, in favor of a Holder of a Mortgage), and the Developer's rights under this Agreement and/or the TIF Note may be assigned or collaterally assigned to a Holder of a Mortgage, (iii) a Holder of a Mortgage or an entity it controls, is controlled by, or under common control with, may exercise any rights it may have to acquire the Development Property, and (iv) the Developer may enter into leases, easements, and other agreements affecting the Development Property in the ordinary course of business.

*[The remainder of this page is intentionally left blank]*

## ARTICLE 8. EVENTS OF DEFAULT

Section 8.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement any one or more of the following events (unless the context otherwise provides):

- (a) Failure by the Developer to materially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, subject to Unavoidable Delays.
- (b) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions, and limitations of this Agreement.
- (c) Failure by the Developer to timely pay any ad valorem property taxes assessed with respect to the Development Property, or any part thereof.
- (d) If the Developer shall (1) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or State law; or (2) make an assignment for benefit of its creditors; or (3) admit in writing its inability to pay its debts generally as they become due; or be adjudicated as bankrupt or insolvent.
- (e) Notwithstanding anything to the contrary set forth in this Agreement the members of the Developer and lenders providing financing for the Project shall have the right, but not the obligation, to cure an Event of Default during any relevant cure period in the event the Developer fails to cure such default.

Section 8.2 Remedies on Default. Whenever any Event of Default referred to in Section 8.1 of this Agreement occurs, the City, as specified below, may exercise its rights under this Section 8.2 after providing thirty days’ written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said thirty days or, if the Event of Default is by its nature incurable within thirty days, the defaulting party does not provide assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

- (a) Suspend its performance under the Agreement and the TIF Note until it receives assurances that the defaulting party will cure the Event of Default and continue its performance under the Agreement.
- (b) In the case of an Event of Default by Developer, the City may cancel and rescind or terminate the TIF Note and the Agreement.
- (c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

Section 8.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article 8.

Section 8.4 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

*[The remainder of this page is intentionally left blank]*

## ARTICLE 9. GENERAL PROVISIONS

Section 9.1 Binding Effect. This Agreement binds and benefits the Parties and their successors and assigns.

Section 9.2 Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

Section 9.3 Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it unless expressly stated herein; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

Section 9.4 City Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of the Agreement.

Section 9.5 Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in the Agreement it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations.

Section 9.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

Section 9.7 Governing Law. This Agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

Section 9.8 Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Developer agrees that the City, State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Developer and involve transactions relating to this Agreement. The Developer

agrees to maintain these records for a period of six years from the date of termination of this Agreement.

Section 9.9 Data Practices. The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

Section 9.10 Recording. The City will record this Agreement and any amendments thereto with the office of the county recorder for Kandiyohi County. The Developer shall pay all costs for recording.

Section 9.11 Notice of Status and Conformance. The City agrees from time to time, upon not less than thirty days' prior written notice by Developer, to execute, acknowledge and deliver, without charge, to Developer a statement in writing certifying, to the extent true, that this Agreement is unmodified, the outstanding principal amount of the TIF Note, that the City has not received or given any notice of default, that to the knowledge of the City no event of default exists hereunder (or if any such event of default does exist, specifying the same and stating that the same has been cured, if such be the case), and that the City to its knowledge, has no claims against the Developer hereunder. It is the intention of this Section to provide a mechanism for obtaining estoppel certificates which may be requested by Developer's mortgagee or any transferee (or prospective transferee) of the TIF Note.

Section 9.12 Amendment. This Agreement may be amended only by a written agreement signed by all parties hereto.

Section 9.13 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall devote the Development Property to, and in accordance with, the multi-family residential uses specified in this Agreement.

Section 9.14 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or heir or on any obligations under the terms of this Agreement.

Section 9.15 Titles of Articles and Sections. Any titles of the several parts, articles, and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 9.16 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any party to any

other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Developer is addressed to or delivered personally to:

AEHN LLC  
619 Highway 71 NE  
Willmar, MN 56201

(b) in the case of the City is addressed to or delivered personally to:

City Administrator  
City of Willmar  
333 6<sup>th</sup> Street Southwest  
Willmar, MN 56201

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 9.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.18 Expiration. This Agreement shall terminate and expire on the Maturity Date unless earlier terminated or rescinded in accordance with its terms.

Section 9.19 Provisions Surviving Rescission or Expiration. Sections 7.2 and 7.3 shall survive any rescission, termination, or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

*[The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the day and year first set forth above.

**AEHN LLC, a Minnesota limited liability company**

By: \_\_\_\_\_  
Jeffrey Huston, Its Managing Member

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeffrey Huston, as the Managing Member of AEHN LLC, a Minnesota limited liability company, on behalf of the limited liability company.

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## Notary Public

**CITY OF WILLMAR, MINNESOTA**

By: \_\_\_\_\_  
Marvin Calvin, Its Mayor

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

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

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

STATE OF MINNESOTA                    )  
    ) ss.  
COUNTY OF KANDIYOHIC                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by Marvin Calvin, as Mayor, and \_\_\_\_\_, as \_\_\_\_\_, for the  
City of Willmar, Minnesota.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

Parcel Number	Legal Description
95-909-0120	THE S 370' OF W1/2 OF NE1/4 OF NW1/4 EXC E 220'
95-909-0112	THE W ½ OF NE1/4 OF NW1/4 OF SEC9 EXC N 622' & EXC S 370' & EXC W'LY 355'
95-909-0113	THE W'LY 355' OF THE FOL DESC PROPERTY: W1/2 OF NE1/4 OF NW1/4 OF SEC 0 EXC N 622' & EXC 370' & EXC E 220'

**EXHIBIT B**  
**DEPICTION OF DEVELOPMENT PROPERTY**

## EXHIBIT C

## **CERTIFICATE OF COMPLETION**

The undersigned hereby certifies that AEHN LLC (“Developer”) has fully complied with its obligations under Article 3 of that document entitled “Tax Increment Development Agreement,” dated \_\_\_\_\_, 2021, (the “Development Agreement”) by and between the City of Willmar, Minnesota and the Developer, with respect to construction of the Project in accordance with the Construction Plans, and that Developer is released and forever discharged from its obligations to construct the Project under Article 3, but all other covenants under the Development Agreement remain in full force and effect.

## CITY OF WILLMAR

Dated: \_\_\_\_\_, 20\_\_\_\_\_.  
*[Signature]*

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

Dated: \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
City Administrator

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF KANDIYOHIE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as Mayor, and \_\_\_\_\_, as City Administrator, for the City of Willmar, Minnesota.

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## Notary Public

## EXHIBIT D

### FORM OF LIMITED REVENUE TAX INCREMENT NOTE

UNITED STATE OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF KANDIYOH  
CITY OF WILLMAR

### TAX INCREMENT REVENUE NOTE OF 2021 (AEHN LLC – SUITE LIV’N RIDGEWATER PROJECT)

PRINCIPAL AMOUNT: \$1,490,100.00

INTEREST RATE: 0.00%

DATE OF ORIGINAL ISSUE: \_\_\_\_\_, 20\_\_\_\_\_

The City of Willmar, Minnesota (the “City”) hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the “Payment Amounts”) to AEHN LLC, a Minnesota limited liability company (the “Developer”), or its registered assigns (the “Registered Owner”), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above without interest, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$1,490,100.00 as provided in that certain Tax Increment Development Agreement, dated as of \_\_\_\_\_, 20\_\_\_\_, as the same may be amended from time to time (the “Development Agreement”), by and between the City and the Developer.

The annual amount due under this Note shall be payable, and semi-annually thereafter on February 1 and August 1 of each year, commencing on August 1, 2024, and thereafter to and including February 1, 2039 (30 semi-annual payments,) or, if the first should not be a regular business day, the next succeeding regular business day (the “Payment Dates”). No interest shall accrue on the unreimbursed portion of Reimbursable Expenses. At least thirty days in advance of each Payment Date, the Developer shall submit an invoice to the City indicating the amount of the increment payment due on the Payment Date, which shall equal the sum of the Available Tax Increments (defined below) received by the City during the six-month period preceding such Payment Date. Thereafter, on each Payment Date the City shall pay the Available Tax Increments to the then current Registered Owner set forth in the Certification of Registration attached to this Note, at the address set forth in the Certification of Registration for such Registered Owner.

The Payment Amounts due hereon shall be payable solely from 90 percent of the Tax Increment attributable to the Development Property and the Project thereto within the TIF District (the “Available Tax Increment”), that is paid to the City by Kandiyohi County in the six-month period preceding the Payment Date, and which the City is entitled to retain pursuant to the provisions of the TIF Act, all as such terms are defined in the Development Agreement. The City shall have no obligation to pay principal of this Note on each Payment Date from any source other than Available Tax Increment and the failure of the City to pay the entire amount of principal on this Note on any Payment Date shall not constitute a default hereunder as long as the City pays principal hereon to the extent of Available Tax Increment. The City shall have no obligation to pay unpaid balance of principal that may remain after the final Payment on February 1, 2039 except from Available Tax Increment attributable to property taxes paid in 2038 or any prior years.

This Note shall terminate and be of no further force and effect following: (i) the last Payment Date defined above, (ii) on any date upon which the City shall have terminated the Development Agreement under Section 8.2 (b) thereof, (iii) on the date the TIF District is terminated, or (iv) on the date that all principal payable hereunder shall have been paid in full (in an aggregate principal amount not to exceed \$1,490,100.00), whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. The City’s payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become immediately due and payable if said Event of Default shall be cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City cancels and rescinds the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Sections 3.2 and 3.3 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City’s obligations hereunder.

The principal sum of this Note is prepayable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Note.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Financing Act.

This Note may be assigned only upon an assignment of the Development Agreement as permitted therein, or with the consent of the City, which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the Certification of Registration for the Note maintained by the City and attached to this Note. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City Council of the City of Willmar has caused this Note to be executed with the manual signatures of its Mayor and City Administrator, all as of the Date of Original Issue specified above.

**CITY OF WILLMAR**

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Mayor

---

City Administrator

This document drafted by:  
FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103  
(651) 225-8840

### **CERTIFICATION OF REGISTRATION**

It is hereby certified that the foregoing Note was registered, on the date of original issue, in the name of AEHN LLC, a Wisconsin limited liability company, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<b>NAME AND ADDRESS OF REGISTERED OWNER</b>	<b>DATE OF REGISTRATION</b>	<b>SIGNATURE OF CITY CITY CLERK</b>
AEHN LLC 619 Highway 71 NE Willmar, MN 56201		

## **EXHIBIT E**

### **PROPERTY MANAGEMENT PLAN**

#### **Suite Liv'n Proposed Management Protocols, City of Willmar**

##### **Article I. Responsiveness to Outstanding Issues**

Suite Liv'n will immediately solicit information from Willmar staff concerning any outstanding property management problems. Those issues will be addressed expeditiously and as a matter of priority. Since an expeditious response necessarily varies by the type of issue, we understand that to mean that it will be addressed on a time frame that reflects a sense of urgency without being unreasonable, and that the time frame will be determined through discussion and mutual agreement between Willmar staff and Suite Liv'n management.

##### **Article II. Strategies Relative to Recurrent Issues**

Given the documentation received by Suite Liv'n, it appears that the City may consider reports of trash or debris at some properties as a recurrent issue. We can commit to establishing an internal protocol of addressing a garbage complaint within 24 hours.

Additionally, we want to know whether there are other issues that City staff considers to be recurrent. If there are other issues that are recurrent in the view of City staff, we can commit to developing an ongoing protocol for our response to those matters that is satisfactory to the City of Willmar.

##### **Article III. Building Communication Proactively**

Given the significant presence of our properties in Willmar, we propose to meet annually with City staff to talk about how things are going with Suite Liv'n managed properties. Suite Liv'n would attend this meeting with both a principal (generally Gabe Olson) and/or its director of property management. We see these meetings as a proactive opportunity to build a collaborative relationship and stay on the same page with respect to expectations.

##### **Article IV. Snow Removal**

To address this issue a meeting was held with Suite Liv'n (Gabe Olson), Sean Christensen's, and Gary Manzer. It was very productive and insight from both parties was well received. A solution of greater communication and future planning closer to winter was established. With Suite Liv'n being willing to wait for the city streets to be plowed before clearing the parking lots. And the city being willing to try to prioritize the streets in their route to accommodate. Both parties were happy with the result.

# FORM G – APPLICATION FOR TAX INCREMENT FINANCING (TIF)

## City of Willmar

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

## A. APPLICANT INFORMATION

Name of Corporation/Partnership AEHN LLC

Address 619 Highway 71 NE, Willmar, MN 56201

Primary Contact Thomas Leighton, Tangible Consulting Services

Address 2652 38th Ave S, Minneapolis, MN 55406

Phone 612-298-6559 Fax Email tom@tangibleconsulting.com

On a separate sheet, please provide the following:

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

Attorney Name Amy DuMond Kottke, Hinshaw & Culbertson LLP

Address 333 South 7th Street, Suite 2000, Minneapolis, MN 55402

Phone 612-334-2640 Fax \_\_\_\_\_ Email akottke@hinshawlaw.com

Accountant Name Patrick Murry, Murry & Associates, LLC

Address 7575 Golden Valley Road, Suite 119, Golden Valley, MN 55427

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email [pmurry@murrylc.com](mailto:pmurry@murrylc.com)

Contractor Name Larson Building  
300 1/2 S. Buffalo St.

Address 200 1st St. S., Buffalo, MN 55313

Engineer Name n/a

Address \_\_\_\_\_

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www.ijerpi.org

Architect Name Manier & Associates Architecture  
1100 University, 225 N. 22nd, LA, Suite 107, St. Cloud, MN 56303

Address: 325 N. 33rd Ave., Suite 107, St. Cloud, MN 56303      Phone: 320.257.2724      Fax: 320.257.2725      Email: [cmahler@mahlerarchitecture.com](mailto:cmahler@mahlerarchitecture.com)

## B. PROJECT INFORMATION

The project will be:

Industrial Greenfield:  New Construction  Expansion  
 Commercial Redevelopment:  New Construction  Rehabilitation  
 Industrial Redevelopment:  New Construction  Rehabilitation  
 Housing Redevelopment:  New Construction  Rehabilitation  
 Mixed Use Redevelopment:  New Construction  Rehabilitation  
 Other \_\_\_\_\_

Please explain the basic components of the project proposed, i.e., amount of new commercial square footage, numbers of housing units (rental or owner occupied), etc.

The project consists of 4 new 3-story apartment buildings offering a total of 72 dwelling units.

The dwelling units will be a mix of one bedroom units and two bedroom units. They are being constructed in an area with existing apartment buildings managed by the same owner, so they will be integrated into the same apartment community.

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

Project Address 1209 24th Street NW, and the unassigned address of the parcels on 24th Street NW to the north  
Legal Description 1. THE S 370' OF W1/2 OF NE1/4 OF NW1/4 EXC E 220'

2. THE W1/2 OF NE1/4 OF NW1/4 OF SEC 9 EXC N 622' & EXC S 370' & EXC E 220' & EXC W'LY 355'.

3. THE W'LY 355' OF THE FOL DESC PROPERTY: W1/2 OF NE1/4 OF NW1/4 OF SEC 9 EXC N 622' & EXC S 370' & EXC E 220'.

(The numbers above refer to the parcels illustrated on the map in Appendix E)

Site Plan Attached:  Yes  No (See Exhibit E)

Amount of Tax Increment Requested for: Building Demolition \$ \_\_\_\_\_

Housing TIF requested, which includes Housing Construction \$ \$2,000,000 (\$100,000 x 20 yrs)  
housing construction costs as eligible Public Improvements \$ \_\_\_\_\_  
costs. Site Improvements \$ \_\_\_\_\_

This project wouldn't capitalize the TIF Land Acquisition \$ \_\_\_\_\_  
revenues through a TIF note to pay for (Land Acquisition shall not exceed 50% of total subsidy request)  
construction costs. Instead it would receive the increment over time as it becomes available.

Total Subsidy Requested \$ \$2,000,000 (\$100,000 x 20 years)

Parcel 1      Parcel 2      Parcel 3

\$3,017,800      \$8,400      \$35,400

Current Real Estate Taxes on Project Site: City \$ 15,406.45      County \$ 22,039.32      School District \$ 12,517.26      \$42.88      \$180.93      \$258.50

Parcel 1      Parcel 2      Parcel 3

\$3,017,800      \$8,400      \$35,400

Estimated Additional Assessed Value upon Completion: Phase I \$ 7,000,000\*  
Phase II \$ 100,000\*

Estimated Real Estate Taxes upon Completion: Phase I \$ \_\_\_\_\_  
Phase II \$ \_\_\_\_\_

\*For the assessor to calculate. Estimates are based on other recent projects.

Construction Start Date: Summer, 2021

Construction Completion Date: Summer, 2022

If Phased Project: Year % Construction Completed

Year % Construction Completed

## C. PUBLIC PURPOSE

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

Please indicate how this project will serve a public purpose:

Job Creation: Number of existing jobs n/a  
 Number of jobs created by project 90\*  
 Average hourly wage of jobs created \$32.13\*  
\*per NAHB study - includes direct and indirect employment

Increase in Tax Base  
 Enhancement or diversification of the city's economic base.  
 New industrial development which will result in additional private investment in the area.  
 The project contributes to the fulfillment of the City's development or redevelopment objectives.  
 Removal of blight or the rehabilitation of a high profile or priority downtown site.  
 Other: Improves immediate neighborhood. Creates housing for the workforce needed to support Willmar's businesses.

## D. SOURCES & USES

See Sources and Uses on Page 1 of Project Proforma.

<b>SOURCES</b>	<b>NAME</b>	<b>AMOUNT</b>
Bank Loan		\$ _____
Other Private Funds		\$ _____
Equity		\$ _____
Fed Grant/Loan		\$ _____
State Grant/Loan		\$ _____
Other Loans		\$ _____
ID Bonds		\$ _____
Tax Increment		\$ 0 *
<b>TOTAL</b>		\$ _____

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

<b>USES</b>	<b>AMOUNT</b>
Land Acquisition	\$ _____
Site Development	\$ _____
Construction	\$ _____
Machinery & Equipment	\$ _____
Architectural & Engineering Fees	\$ _____
Legal Fees	\$ _____
TIF District Creation Escrow Deposit	\$ 10,000 **
Interest During Construction	\$ _____
Debt Service Reserve	\$ _____
Contingencies	\$ _____
<b>TOTAL</b>	\$ _____

**\*\*Note: Escrow deposit will be reimbursed to the developer from future tax increment.**

## Exhibit A – Company Description

AEHN LLC, the TIF Financing applicant, is the property owner of the three properties involved in the development project. AEHN LLC is a limited liability corporation co-owned by Gabe Olson and Jeff Huston. Gabe Olson and Jeff Huston are also co-owners of Suite Liv'n, the property management company that is responsible for the management of housing developments owned by AEHN LLC. The proposed apartment developments will be owned by AEHN LLC, and managed by Suite Liv'n. The benefit of the two companies having the same ownership is that there is clear responsibility for operations and management of the housing.

Suite Liv'n and its related ownership entities have owned and operated residential rental properties in Willmar since 2010. They range in scale from single family dwellings to 204-unit apartment complexes. The inventory of Suite Liv'n properties in Willmar currently encompasses a total of over 1000 dwelling units. Suite Liv'n also manages properties in Marshall, New London, Pennock, Litchfield, Hutchinson, and Spicer.

## Exhibit B – Project Description

The proposed apartments are intended to meet the needs of Willmar's growing workforce. Employment in Willmar grew 32% from 2010 to 2018, with much of that growth occurring in the manufacturing, and healthcare/social services sectors. Over 12,000 people commute into Willmar to work, compared with only 5,000 Willmar residents that travel to jobs outside of Willmar.

Housing growth has not kept up, and a broad range of housing is needed. The proposed apartments would provide brand new living units at a rent level that is affordable for many households.

The project consists of two new 12-unit buildings on Parcel 1 (1209 24<sup>th</sup> Street NW, PIN: 95-909-0120), and two new 24-unit buildings on Parcels 2 & 3 (PIN: 95-909-0113 & 95-909-0112), immediately north of Parcel 1 on 24<sup>th</sup> Street.

The two buildings on Parcel 1 will both be 12 unit, 3-story buildings, consistent with the scale of the existing six buildings on that property. The two buildings on Parcels 2 & 3 will be 24 unit, 3-story buildings . Parking is provided in surface parking lots. Building facades offer variety in colors and patterns to break up the mass of the buildings and improve their visual interest.

### Community Impact

Beyond the fact of providing much needed new housing at an attractive price point, three aspects of the project provide additional benefits to the community.

1. **It will provide affordable housing.** As part of establishing a housing tax increment financing district, 40% of the dwelling units in the development would be made affordable to households making 60% of the area median income.
2. **It creates an apartment community.** By developing the key vacant lot between a set of apartment properties that are already in our ownership, we see an opportunity to develop a set of features that would be made available to all of our tenant households, to the north and south and northwest, and draw them together socially. We're still in the design process, but those features may include a pavilion and a high quality play structure. New sidewalks would connect the properties together.
3. **It offers additional management commitments.** Given the inventory of housing that is managed by Suite Liv'n, this application includes commitments that would establish more regular communication with City staff and strengthen our responsiveness when issues arise. See Exhibit F.

## **Exhibit C – Company Ownership**

The following individuals are partners in and co-owners of AEHN LLC with more than five percent (5%) interest in the partnership. They are also co-owners of the management company, Suite Liv'n.

- Gabe Olson
- Jeff Huston

## Exhibit D – But-For Analysis

In rural cities such as Willmar, new multifamily housing is rarely built without some form of public financial support. Construction costs are similar to metro area construction costs, but achievable rents are significantly lower.

The Summary page from the project proforma (on the following page) demonstrates in the first column that the proposed apartment project is not viable in the absence of tax increment financing. The value generated is 23.8% lower than the cost of development. The second column shows a project that falls short of the financial performance that would be expected by a typical developer. But because there is a positive (albeit low) 1.6% return on equity, and because we see ourselves as long-term investors in the community, the short term return on investment is acceptable to us if the requested tax increment financing is approved.

Without the assistance of TIF, this project is not viable.

Note that the details behind the project's estimated financial performance can be found in the complete project proforma in Exhibit G.

## No Tax Increment Scenario

### USE OF FUNDS

Development Costs / Project Costs	\$9,270,422
<b>Total Use of Funds</b>	<b>\$9,270,422</b>

### SOURCE OF FUNDS

Owner Cash Equity	\$3,863,585
Deferred Developer Fee	\$463,521
Bank Financing	\$4,943,316
<b>Total Source of Funds</b>	<b>\$9,270,422</b>
<i>Owner Cash Equity as % of Total</i>	44%

### STABILIZED OPERATING CASH FLOW (Year 3)

Effective Gross Income	\$730,539
Operating Expense	(\$306,827)
<b>Total Net Operating Income (NOI)</b>	<b>\$423,713</b>
Debt Service	(\$408,053)
<b>Cash Flow after Debt Service</b>	<b>\$15,659</b>

### RETURN ON INVESTMENT

Simple Value, based on initial stabilized NOI (6% cap rate)	\$7,061,880
Return on Cost - NOI/Development Cost	4.6%
Return on Cost - Net Value	-23.8%
Return on Equity - Cash on Cash Return	0.4%

## Tax Increment Scenario

### USE OF FUNDS

Development Costs / Project Costs	\$9,270,422
<b>Total Use of Funds</b>	<b>\$9,270,422</b>

### SOURCE OF FUNDS

Owner Cash Equity	\$3,244,648
Deferred Developer Fee	\$463,521
Bank Financing	\$5,562,253
<b>Total Source of Funds</b>	<b>\$9,270,422</b>
<i>Owner Cash Equity as % of Total</i>	37%

### STABILIZED OPERATING CASH FLOW (Year 3)

Effective Gross Income	\$825,539
Operating Expense	(\$306,827)
<b>Total Net Operating Income (NOI)</b>	<b>\$518,713</b>
Debt Service	(\$459,144)
<b>Cash Flow after Debt Service</b>	<b>\$59,568</b>

### RETURN ON INVESTMENT

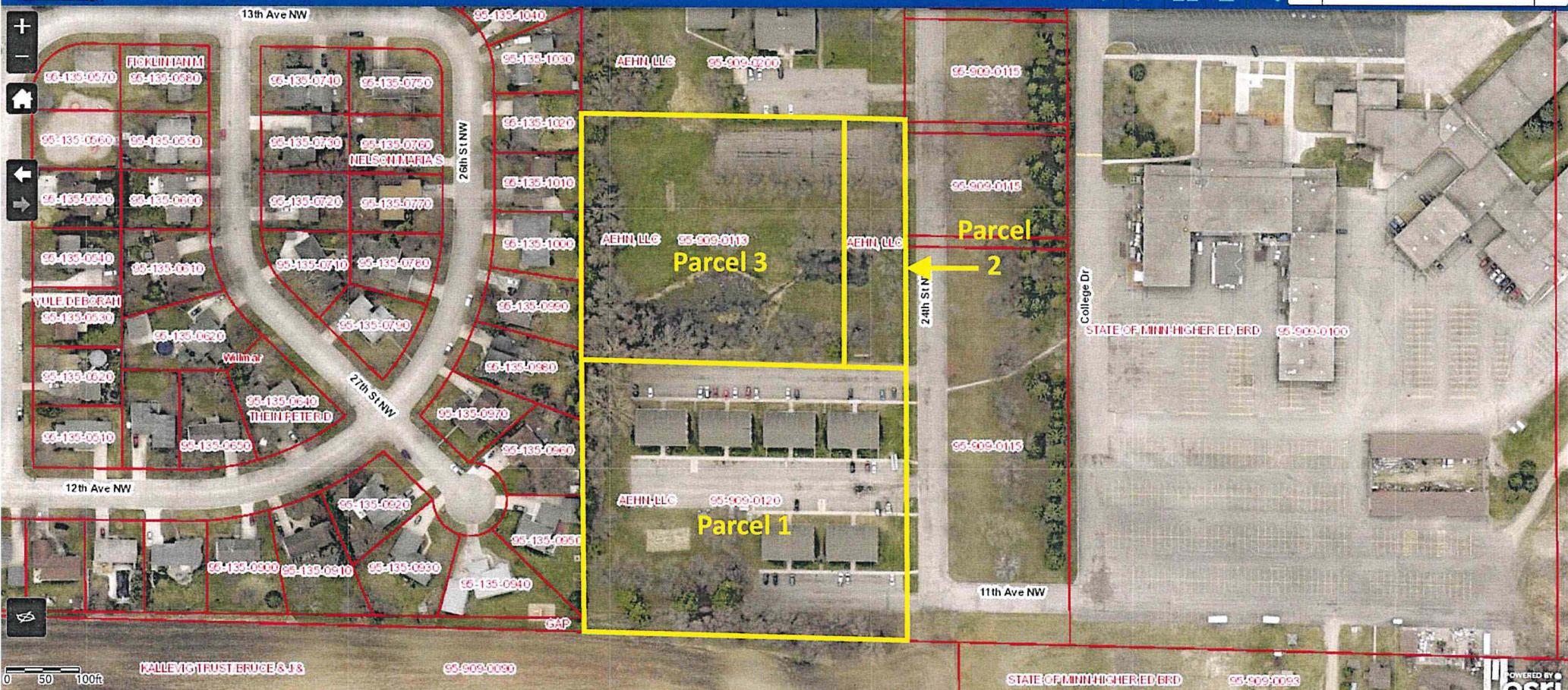
Simple Value, based on initial stabilized NOI (6% cap rate)	\$8,645,214
Return on Cost - NOI/Development Cost	5.6%
Return on Cost - Net Value	-6.7%
Return on Equity - Cash on Cash Return	1.6%

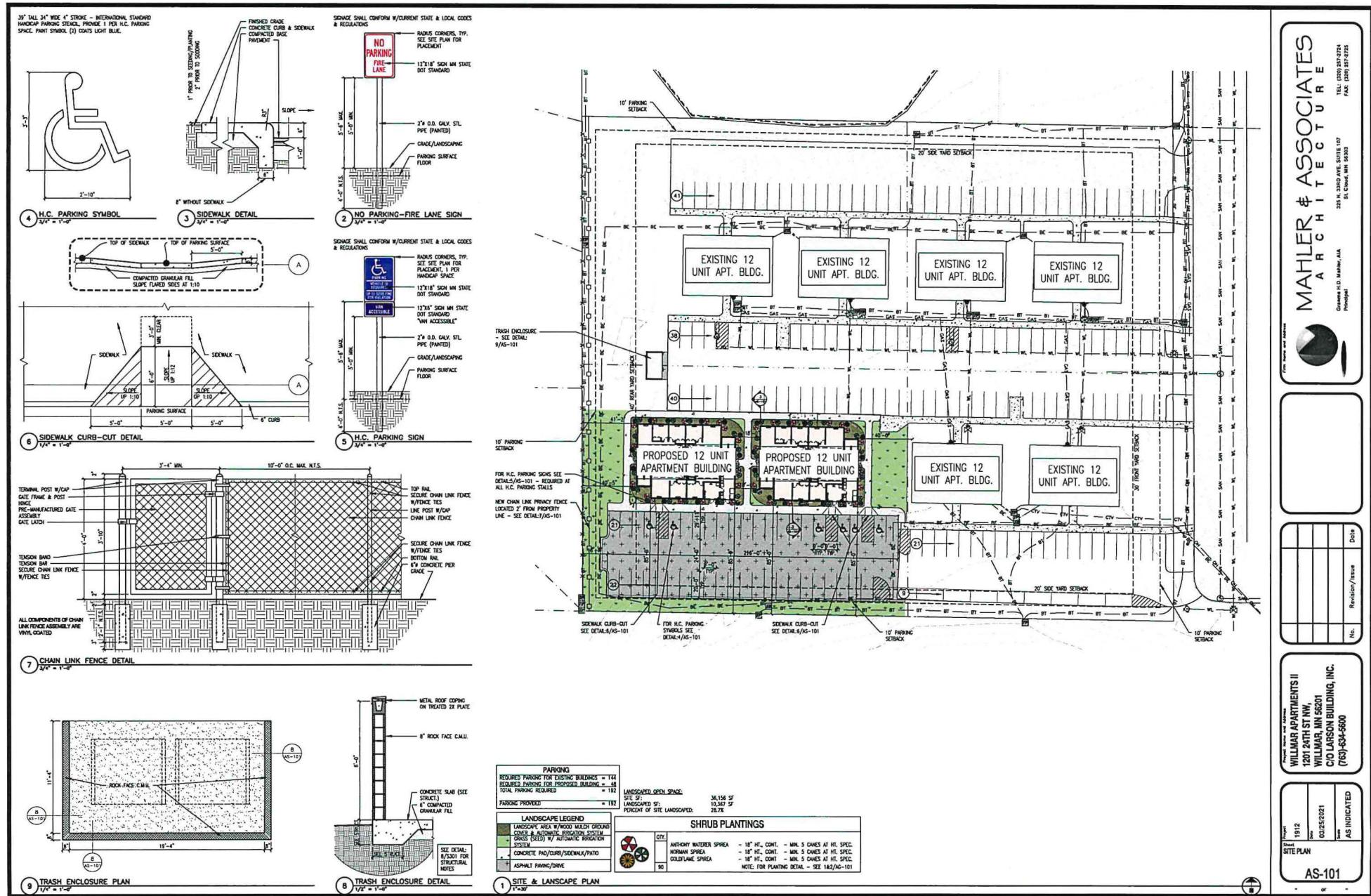


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**Exhibit E – Parcel Map, Site Plans, Building Elevations**

## Kandiyohi County GIS







*Find Your Home Here*

1201 24TH ST. N.W., WILLMAR, MN 56201



WILLMAR APARTMENTS II  
1201 24TH ST NW,  
WILLMAR, MN 56201  
CJO LARSON BUILDING, INC.  
(763) 634-5600

1912  
1201 24TH ST NW  
WILLMAR, MN 56201  
CJO LARSON BUILDING, INC.  
(763) 634-5600  
AS INDICATED  
COLORED ELEVATION  
A-200

MAHLER & ASSOCIATES  
ARCHITECTURE  
315 N. 20TH AVE. SUITE 107  
St. Cloud, MN 56303  
TEL: (320) 257-2724  
FAX: (320) 257-2725



Rev. No. Date Issued  
Date Due  
No.  
Rev. No./Issue  
Date





*Find Your Home Here*





## Exhibit F – Management Plan

To Whom It May Concern:

AEHA LLC through AEHR LLC (property owners) and Suite Liv'n (management company)—property ownership and management companies that have principals in common—have been made aware of Willmar staff concerns about our responsiveness to issues raised by the City. On learning this, we've requested and been provided with historic documentation related to 1) reports of garbage or rubbish on our property at 212 High Avenue NE, and 2) issues related to snow plowing, as well as concerns that have arisen related to snow plowing and the prompt resolution of tenant complaints.

Because our overarching intent and commitment is to be responsible community members in the City of Willmar, as well as to communities of residents, we want to address these concerns and others that may not have been documented. To that end, the following are proposed management protocols that will improve our responsiveness to issues that are raised to our attention, and strengthen communication and relationships with City staff.

Best,

---

Gabe Olson, Principal, Suite Liv'n

### **Suite Liv'n Proposed Management Plan, City of Willmar**

#### **Responsiveness to Outstanding Issues**

Suite Liv'n will immediately solicit information from Willmar staff concerning any outstanding property management problems. Those issues will be addressed expeditiously and as a matter of priority. Since an expeditious response necessarily varies by the type of issue, we understand that to mean that it will be addressed on a time frame that reflects a sense of urgency without being unreasonable, and that the time frame will be determined through discussion and mutual agreement between Willmar staff and Suite Liv'n management.

We've been notified that an issue related to bright exterior lighting from the new building at 2601-2609 15<sup>th</sup> Ave NW is ongoing. As of this week, our electricians have ordered replacement lights, and they will be installed as soon as they're received.

#### **Strategies Relative to Recurrent Issues**

Given the documentation received by Suite Liv'n, it appears that the City considers reports of trash or debris at some properties as a recurrent issue. We can commit to establishing an internal protocol of

addressing a garbage complaint within 24 hours. Resolution of tenant complaints, the documentation of pest extermination, and snow removal practices, are other areas where we've been advised there are periodic difficulty. For these and other issues that are recurrent in the view of City staff, we can commit to developing ongoing protocols for our response to those matters that is satisfactory to the City of Willmar. If desired, we are willing to negotiate the specifics of those protocols prior to final approval of a tax increment financing district.

#### **Proactive Communication**

Given the significant presence of our properties in Willmar, we propose to meet annually with City staff to talk about how things are going with Suite Liv'n managed properties. Suite Liv'n would attend this meeting with both a principal (generally Gabe Olson) and/or its director of property management. We see these meetings as a proactive opportunity to build a collaborative relationship and stay on the same page with respect to expectations.



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## Exhibit G – Project Proforma

## No Tax Increment Scenario

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### RETURN ON INVESTMENT

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Return on Cost - NOI/Development Cost	5.6%
Return on Cost - Net Value	-6.7%
Return on Equity - Cash on Cash Return	1.6%

Development Costs		Willmar Vacant Parcel 95-909-0112, 95-909-0113	Willmar PUD Parcel 95-909-0120
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#### Acquisition, Title and Closing

#### Assumptions

Land Acquisition		\$400,000	\$200,000
Closing Costs	3%	\$12,000	\$6,000
Holding Cost	1 yr RE taxes	\$738	\$43,582
<b>Total Acquisition Cost</b>		<b>\$412,738</b>	<b>\$249,582</b>

#### Site Preparation

Grading	<i>Above standard</i>	\$75,000	\$25,000
Environmental + Soils		\$3,500	\$3,500
Site Survey		\$4,000	\$4,000
<b>Total Site Preparation Cost</b>		<b>\$82,500</b>	<b>\$32,500</b>

#### Site Construction Costs

Construction Cost - Divisions 1 - 16		\$3,622,216	\$1,811,108
Flooring		\$100,000	\$50,000
Appliances		\$80,000	\$40,000
Cameras		\$24,000	\$12,000
Parking Lot, Driveways		\$75,000	\$65,000
Landscaping - Trees, Shrubs, Grass		\$20,000	\$10,000
Building Supply Cost Increase		\$600,000	\$300,000
Builder's General Liability		\$13,928	\$6,964
Builder's OH&P		\$185,348	\$92,674
<b>Total Construction Cost</b>		<b>\$4,720,492</b>	<b>\$2,387,746</b>

#### Public Works Improvements

Street, Curb, Gutter & Utilities		\$65,000	\$65,000
<b>Total Public Works Improvements</b>		<b>\$65,000</b>	<b>\$65,000</b>

#### Hard Costs

Construction Cost Contingency	5%	\$243,400	\$124,262
<b>Total Hard Costs</b>		<b>\$5,111,392</b>	<b>\$2,609,508</b>

**Architectural/Engineering**

Architectural, Site Plan		\$40,000	\$25,800
<b>Total Architectural/Engineering Cost</b>		<b>\$40,000</b>	<b>\$25,800</b>

**Permitting**

Building Permit/SAC/WAC		\$50,800	\$30,000
<b>Total Permitting Cost</b>		<b>\$50,800</b>	<b>\$30,000</b>

**Consultants, Legal Services**

Development Consultant		\$5,000	\$5,000
Legal + Accounting		\$7,000	\$7,000
<b>Total Special Consultants</b>		<b>\$12,000</b>	<b>\$12,000</b>

**Financing Costs**

Construction Loan Financing Fee	6.50%	\$100,000	\$50,000
<b>Total Financing Costs</b>		<b>\$100,000</b>	<b>\$50,000</b>

**Carrying/Operating**

Utilities/Other Carrying Costs		\$21,000	\$21,000
Real Estate Taxes during Construction		\$738	\$168
<b>Total Carrying Costs</b>		<b>\$21,738</b>	<b>\$21,168</b>

**Marketing**

Residential Marketing Expenses for Lease Up		\$20,000	\$20,000
<b>Total Marketing</b>		<b>\$20,000</b>	<b>\$20,000</b>

**Soft Costs**

Soft Cost Contingency	5%	\$12,227	\$7,948
<b>Total Soft Costs</b>		<b>\$256,765</b>	<b>\$166,916</b>

**Developer Fee**

Developer Fee	5%	\$304,258	\$159,263
	(target)		

<b>TOTAL DEVELOPMENT COSTS</b>		<b>\$6,085,152</b>	<b>\$3,185,270</b>
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**Assumptions - Rents, Operating Costs, Tax Increment, Financing**

Willmar PUD Parcel 95-909-0120	Number	Pct	Size	Total Area	2021 Market Rent (unit)	2021 Market Rent (psf)	2021 Total Rent
1 BR 1BA, Small	2	8.3%	473	946	\$700	\$1.48	\$1,400
1 BR 1BA, Medium	12	50.0%	676	8,112	\$800	\$1.18	\$9,600
2 BR 1 Bath	10	41.7%	912	9,120	\$900	\$0.99	\$9,000
<b>Total</b>	<b>24</b>	<b>100.0%</b>	<b>757</b>	<b>18,178</b>	<b>\$833</b>	<b>\$1.10</b>	<b>\$20,000</b>
<b>Gross Potential Rent, Annual</b>							<b>\$240,000</b>

Willmar Vacant Parcel 95-909-0112, 95-909-0113	Number	Pct	Size	Total Area	2021 Market Rent (unit)	2021 Market Rent (psf)	2021 Total Monthly Rent
1 BR 1BA, Small	2	4.2%	473	946	\$700	\$1.48	\$1,400
1 BR 1BA, Medium	30	62.5%	676	20,280	\$800	\$1.18	\$24,000
2 BR 1 Bath	16	33.3%	912	14,592	\$900	\$0.99	\$14,400
<b>Total</b>	<b>48</b>	<b>100.0%</b>	<b>746</b>	<b>35,818</b>	<b>\$829</b>	<b>\$1.11</b>	<b>\$39,800</b>
<b>Gross Potential Rent, Annual</b>							<b>\$477,600</b>

Maximum Gross Rents	MN Statewide Average Utility Cost for Apartments with 5+ Units					
			Electric Heat	Electric Cooking	Other Electric	
	50% AMI	60% AMI			Total	
1 BR	688	826	\$32.39	\$5.84	\$22.04	<b>\$60.27</b>
2 BR	826	991	\$44.66	\$8.45	\$30.66	<b>\$83.77</b>

Maximum Rents	50% AMI	60% AMI
1 BR	\$688.00	\$826.00
2 BR	\$826.00	\$991.00

Willmar All Properties	Number	Pct	Floor Area	Total Floor Area	2021 Market Rent (unit)	2021 Market Rent (psf)	2021 Total Monthly Rent	Affordable Units
1 BR 1BA, Small	4	5.6%	473	1,892	\$700	\$1.48	\$2,800	4
1 BR 1BA, Medium	42	58.3%	676	28,392	\$800	\$1.18	\$33,600	0
2 BR 1 Bath	26	36.1%	912	23,712	\$900	\$0.99	\$23,400	25
<b>Total</b>	<b>72</b>	<b>100.0%</b>	<b>750</b>	<b>53,996</b>	<b>\$831</b>	<b>\$1.11</b>	<b>\$59,800</b>	<b>29</b>
<b>Gross Potential Rent, Annual</b>							<b>\$717,600</b>	

Willmar All Properties	Number	Pct	Floor Area	Total Floor Area	2021 Market Rent (unit)	2021 Market Rent (psf)	2021 Total Monthly Rent
1 BR 1BA, Small	0	0.0%	473	0	\$700	\$1.48	\$0
1 BR 1BA, Small (60% AMI)	4	5.6%	473	1,892	\$700	\$1.48	\$2,800
1 BR 1BA, Medium	42	58.3%	676	28,392	\$800	\$1.18	\$33,600
1 BR 1BA, Medium (60% AMI)	0	0.0%	676	0	\$766	\$1.13	\$0
2 BR 1 Bath	1	1.4%	912	912	\$900	\$0.99	\$900
2 BR 1 Bath (60% AMI)	25	34.7%	912	22,800	\$900	\$0.99	\$22,500
<b>Total</b>	<b>72</b>	<b>100.0%</b>	<b>750</b>	<b>53,996</b>	<b>\$831</b>	<b>\$1.11</b>	<b>\$59,800</b>
<b>Gross Potential Rent, Annual</b>							<b>\$717,600</b>

Other Income	Other Income per unit	2021 Total Other Income
Other Income	3%	\$284
<b>Total Other Income</b>		<b>\$20,452</b>

**Utility Assumptions**

Electricity individually metered,  
water/sewer master metered

2021 Expenses	Per Unit Per		
	% EGI	Year	Total Per Year
Total Operating Expenses	42%	\$4,305	\$309,982
Capital Reserves		\$250	\$18,000

Tax Increment Financing	
Estimated Assessed Value of Improvements (Value Increment) on Completion	\$7,000,000
Estimated Gross Tax Increment, Annual	\$100,000
Estimated Net Tax Increment, Annual	\$95,000
Requested Duration of TI District (Years)	20

Construction Financing	Permanent Financing (No TIF)	Permanent Financing (with TIF)	
Total Project Cost	\$9,270,422	Total Project Cost	\$9,270,422
LTC	60%	LTC	60%
LTV	70%	LTV	70%
Term	1.00	Term/Amortization	20
Interest Rate	6.50%	Mortgage Rate	5.50%
Loan Amount (LTC)	\$ 5,562,253	Loan Amount (LTC)	\$5,562,253
Loan Amount (LTV)	\$ 4,943,316	Loan Amount (LTV)	\$6,051,649
Loan Amount (lowest of two)	\$ 4,943,316	Loan Amount (lowest of two)	\$ 5,562,253
Construction Loan Interest (est. based on draw schedule)	\$150,000	Payment, monthly	(\$34,004)
		Payment, annual	(\$408,053)
Equity Required	\$4,327,106	Equity Required	\$4,327,106
		Equity Required	\$3,708,169

**OPERATING CASH FLOW PROJECTIONS WITHOUT TAX INCREMENT FINANCING**

YEAR	1	2	3	4	5	6	Construction,	Lease up/	Full Year
							Predevelopment, Construction	Stabilization	Stabilized
2021	2022	2023	2024	2025	2026				
<b>Gross Potential Income</b>									
Rental Income	\$0	\$365,976	\$746,591	\$761,523	\$776,753	\$792,288			
Other Income	\$0	\$10,430	\$21,278	\$21,703	\$22,137	\$22,580			
Tax Increment	\$0	\$0	\$0	\$0	\$0	\$0			
<b>Total Gross Potential Income</b>	<b>\$0</b>	<b>\$376,406</b>	<b>\$767,869</b>	<b>\$783,226</b>	<b>\$798,891</b>	<b>\$814,869</b>			
Residential Vacancy	5.0% Vacancy rate	\$0	(\$18,299)	(\$37,330)	(\$38,076)	(\$38,838)			
<b>Effective Gross Income</b>		<b>\$0</b>	<b>\$358,108</b>	<b>\$730,539</b>	<b>\$745,150</b>	<b>\$760,053</b>	<b>\$775,254</b>		
<b>Operating Expenses</b>									
Operating Expenses	42.0%	\$0	(\$150,405)	(\$306,827)	(\$312,963)	(\$319,222)	(\$325,607)		
<b>Total Operating Expenses</b>		<b>\$0</b>	<b>(\$150,405)</b>	<b>(\$306,827)</b>	<b>(\$312,963)</b>	<b>(\$319,222)</b>	<b>(\$325,607)</b>		
<b>Net Operating Income</b>		<b>\$0</b>	<b>\$207,702</b>	<b>\$423,713</b>	<b>\$432,187</b>	<b>\$440,831</b>	<b>\$449,647</b>		
<b>Debt Service</b>									
Bank Financing	5.5%		(\$204,027)	(\$408,053)	(\$408,053)	(\$408,053)	(\$408,053)		
<b>Total Debt Service</b>		<b>0</b>	<b>(\$204,027)</b>	<b>(\$408,053)</b>	<b>(\$408,053)</b>	<b>(\$408,053)</b>	<b>(\$408,053)</b>		
<b>Cash Flow after Debt Service</b>		<b>\$0</b>	<b>\$3,676</b>	<b>\$15,659</b>	<b>\$24,134</b>	<b>\$32,777</b>	<b>\$41,594</b>		
Replacement Reserves	\$250	\$0	(\$9,180)	(\$18,727)	(\$19,102)	(\$19,484)	(\$19,873)		
<b>Cash Flow After Reserves</b>		<b>\$0</b>	<b>(\$5,504)</b>	<b>(\$3,068)</b>	<b>\$5,032</b>	<b>\$13,294</b>	<b>\$21,721</b>		

2027 2028 2029 2030 2031 2032 2033 2034 2035

7 8 9 10 11 12 13 14 15

\$808,134	\$824,297	\$840,783	\$857,598	\$874,750	\$892,245	\$910,090	\$928,292	\$946,858
\$23,032	\$23,492	\$23,962	\$24,442	\$24,930	\$25,429	\$25,938	\$26,456	\$26,985
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>\$831,166</b>	<b>\$847,789</b>	<b>\$864,745</b>	<b>\$882,040</b>	<b>\$899,681</b>	<b>\$917,674</b>	<b>\$936,028</b>	<b>\$954,748</b>	<b>\$973,843</b>
(\$40,407)	(\$41,215)	(\$42,039)	(\$42,880)	(\$43,738)	(\$44,612)	(\$45,505)	(\$46,415)	(\$47,343)
<b>\$790,759</b>	<b>\$806,574</b>	<b>\$822,706</b>	<b>\$839,160</b>	<b>\$855,943</b>	<b>\$873,062</b>	<b>\$890,523</b>	<b>\$908,334</b>	<b>\$926,501</b>

(\$332,119)	(\$338,761)	(\$345,536)	(\$352,447)	(\$359,496)	(\$366,686)	(\$374,020)	(\$381,500)	(\$389,130)
<b>(\$332,119)</b>	<b>(\$338,761)</b>	<b>(\$345,536)</b>	<b>(\$352,447)</b>	<b>(\$359,496)</b>	<b>(\$366,686)</b>	<b>(\$374,020)</b>	<b>(\$381,500)</b>	<b>(\$389,130)</b>
<b>\$458,640</b>	<b>\$467,813</b>	<b>\$477,169</b>	<b>\$486,713</b>	<b>\$496,447</b>	<b>\$506,376</b>	<b>\$516,504</b>	<b>\$526,834</b>	<b>\$537,370</b>

(\$408,053)	(\$408,053)	(\$408,053)	(\$408,053)	(\$408,053)	(\$408,053)	(\$408,053)	(\$408,053)	(\$408,053)
<b>(\$408,053)</b>								
<b>\$50,587</b>	<b>\$59,760</b>	<b>\$69,116</b>	<b>\$78,660</b>	<b>\$88,394</b>	<b>\$98,323</b>	<b>\$108,450</b>	<b>\$118,780</b>	<b>\$129,317</b>

(\$20,271)	(\$20,676)	(\$21,090)	(\$21,512)	(\$21,942)	(\$22,381)	(\$22,828)	(\$23,285)	(\$23,751)
<b>\$30,316</b>	<b>\$39,084</b>	<b>\$48,026</b>	<b>\$57,148</b>	<b>\$66,452</b>	<b>\$75,942</b>	<b>\$85,622</b>	<b>\$95,495</b>	<b>\$105,566</b>

**2036 2037 2038 2039 2040 2041 2042**

<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>
\$965,795	\$985,111	\$1,004,813	\$1,024,910	\$1,045,408	\$1,066,316	\$1,087,642
\$27,525	\$28,076	\$28,637	\$29,210	\$29,794	\$30,390	\$30,998
\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>\$993,320</b>	<b>\$1,013,187</b>	<b>\$1,033,450</b>	<b>\$1,054,119</b>	<b>\$1,075,202</b>	<b>\$1,096,706</b>	<b>\$1,118,640</b>
(\$48,290)	(\$49,256)	(\$50,241)	(\$51,245)	(\$52,270)	(\$53,316)	(\$54,382)
<b>\$945,031</b>	<b>\$963,931</b>	<b>\$983,210</b>	<b>\$1,002,874</b>	<b>\$1,022,931</b>	<b>\$1,043,390</b>	<b>\$1,064,258</b>
<hr/>						
(\$396,913)	(\$404,851)	(\$412,948)	(\$421,207)	(\$429,631)	(\$438,224)	(\$446,988)
<b>(\$396,913)</b>	<b>(\$404,851)</b>	<b>(\$412,948)</b>	<b>(\$421,207)</b>	<b>(\$429,631)</b>	<b>(\$438,224)</b>	<b>(\$446,988)</b>
<b>\$548,118</b>	<b>\$559,080</b>	<b>\$570,262</b>	<b>\$581,667</b>	<b>\$593,300</b>	<b>\$605,166</b>	<b>\$617,270</b>
<hr/>						
(\$408,053)	(\$408,053)	(\$408,053)	(\$408,053)	(\$408,053)	(\$408,053)	(\$204,027)
<b>(\$408,053)</b>	<b>(\$408,053)</b>	<b>(\$408,053)</b>	<b>(\$408,053)</b>	<b>(\$408,053)</b>	<b>(\$408,053)</b>	<b>(\$204,027)</b>
<b>\$140,064</b>	<b>\$151,027</b>	<b>\$162,208</b>	<b>\$173,614</b>	<b>\$185,247</b>	<b>\$197,113</b>	<b>\$413,243</b>
<hr/>						
(\$24,226)	(\$24,710)	(\$25,204)	(\$25,708)	(\$26,223)	(\$26,747)	(\$27,282)
<b>\$115,839</b>	<b>\$126,317</b>	<b>\$137,004</b>	<b>\$147,905</b>	<b>\$159,024</b>	<b>\$170,366</b>	<b>\$385,961</b>

**OPERATING CASH FLOW PROJECTIONS, WITH TAX INCREMENT FINANCING**

YEAR	2021	2022	2023	2024	2025	2026	Construction,
							Predevpment,
							Construction
1	2	3	4	5	6		Lease up/
<b>Gross Potential Income</b>							
Rental Income	\$0	\$365,976	\$746,591	\$761,523	\$776,753	\$792,288	Stabilization
Other Income	\$0	\$10,430	\$21,278	\$21,703	\$22,137	\$22,580	
Tax Increment	\$0	\$0	\$95,000	\$95,000	\$95,000	\$95,000	
<b>Total Gross Potential Income</b>	<b>\$0</b>	<b>\$376,406</b>	<b>\$862,869</b>	<b>\$878,226</b>	<b>\$893,891</b>	<b>\$909,869</b>	
Residential Vacancy	5.0% Vacancy rate	\$0	(\$18,299)	(\$37,330)	(\$38,076)	(\$38,838)	(\$39,614)
<b>Effective Gross Income</b>		<b>\$0</b>	<b>\$358,108</b>	<b>\$825,539</b>	<b>\$840,150</b>	<b>\$855,053</b>	<b>\$870,254</b>
<b>Operating Expenses</b>							
Operating Expenses	42.0%	\$0	(\$150,405)	(\$306,827)	(\$312,963)	(\$319,222)	(\$325,607)
<b>Total Operating Expenses</b>		<b>\$0</b>	<b>(\$150,405)</b>	<b>(\$306,827)</b>	<b>(\$312,963)</b>	<b>(\$319,222)</b>	<b>(\$325,607)</b>
<b>Net Operating Income</b>		<b>\$0</b>	<b>\$207,702</b>	<b>\$518,713</b>	<b>\$527,187</b>	<b>\$535,831</b>	<b>\$544,647</b>
<b>Debt Service</b>							
Bank Financing	5.5%		(\$229,572)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)
<b>Total Debt Service</b>		<b>0</b>	<b>(\$229,572)</b>	<b>(\$459,144)</b>	<b>(\$459,144)</b>	<b>(\$459,144)</b>	<b>(\$459,144)</b>
<b>Cash Flow after Debt Service</b>		<b>\$0</b>	<b>(\$21,870)</b>	<b>\$59,568</b>	<b>\$68,043</b>	<b>\$76,686</b>	<b>\$85,503</b>
<b>Replacement Reserves</b>	\$250	\$0	(\$9,180)	(\$18,727)	(\$19,102)	(\$19,484)	(\$19,873)
<b>Cash Flow After Reserves</b>		<b>\$0</b>	<b>(\$31,050)</b>	<b>\$40,841</b>	<b>\$48,941</b>	<b>\$57,203</b>	<b>\$65,630</b>

**2027 2028 2029 2030 2031 2032 2033 2034 2035**

7	8	9	10	11	12	13	14	15
\$808,134	\$824,297	\$840,783	\$857,598	\$874,750	\$892,245	\$910,090	\$928,292	\$946,858
\$23,032	\$23,492	\$23,962	\$24,442	\$24,930	\$25,429	\$25,938	\$26,456	\$26,985
\$95,000	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000
<b>\$926,166</b>	<b>\$942,789</b>	<b>\$959,745</b>	<b>\$977,040</b>	<b>\$994,681</b>	<b>\$1,012,674</b>	<b>\$1,031,028</b>	<b>\$1,049,748</b>	<b>\$1,068,843</b>
(\$40,407)	(\$41,215)	(\$42,039)	(\$42,880)	(\$43,738)	(\$44,612)	(\$45,505)	(\$46,415)	(\$47,343)
<b>\$885,759</b>	<b>\$901,574</b>	<b>\$917,706</b>	<b>\$934,160</b>	<b>\$950,943</b>	<b>\$968,062</b>	<b>\$985,523</b>	<b>\$1,003,334</b>	<b>\$1,021,501</b>
(\$332,119)	(\$338,761)	(\$345,536)	(\$352,447)	(\$359,496)	(\$366,686)	(\$374,020)	(\$381,500)	(\$389,130)
<b>(\$332,119)</b>	<b>(\$338,761)</b>	<b>(\$345,536)</b>	<b>(\$352,447)</b>	<b>(\$359,496)</b>	<b>(\$366,686)</b>	<b>(\$374,020)</b>	<b>(\$381,500)</b>	<b>(\$389,130)</b>
<b>\$553,640</b>	<b>\$562,813</b>	<b>\$572,169</b>	<b>\$581,713</b>	<b>\$591,447</b>	<b>\$601,376</b>	<b>\$611,504</b>	<b>\$621,834</b>	<b>\$632,370</b>
(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)
(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)
<b>\$94,496</b>	<b>\$103,669</b>	<b>\$113,025</b>	<b>\$122,568</b>	<b>\$132,303</b>	<b>\$142,232</b>	<b>\$152,359</b>	<b>\$162,689</b>	<b>\$173,226</b>
(\$20,271)	(\$20,676)	(\$21,090)	(\$21,512)	(\$21,942)	(\$22,381)	(\$22,828)	(\$23,285)	(\$23,751)
<b>\$74,225</b>	<b>\$82,992</b>	<b>\$91,935</b>	<b>\$101,057</b>	<b>\$110,361</b>	<b>\$119,851</b>	<b>\$129,531</b>	<b>\$139,404</b>	<b>\$149,475</b>

2036 2037 2038 2039 2040 2041 2042  
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\$965,795	\$985,111	\$1,004,813	\$1,024,910	\$1,045,408	\$1,066,316	\$1,087,642
\$27,525	\$28,076	\$28,637	\$29,210	\$29,794	\$30,390	\$30,998
\$95,000	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000
<b>\$1,088,320</b>	<b>\$1,108,187</b>	<b>\$1,128,450</b>	<b>\$1,149,119</b>	<b>\$1,170,202</b>	<b>\$1,191,706</b>	<b>\$1,213,640</b>
(\$48,290)	(\$49,256)	(\$50,241)	(\$51,245)	(\$52,270)	(\$53,316)	(\$54,382)
<b>\$1,040,031</b>	<b>\$1,058,931</b>	<b>\$1,078,210</b>	<b>\$1,097,874</b>	<b>\$1,117,931</b>	<b>\$1,138,390</b>	<b>\$1,159,258</b>

(\$396,913)	(\$404,851)	(\$412,948)	(\$421,207)	(\$429,631)	(\$438,224)	(\$446,988)
(\$396,913)	(\$404,851)	(\$412,948)	(\$421,207)	(\$429,631)	(\$438,224)	(\$446,988)
<b>\$643,118</b>	<b>\$654,080</b>	<b>\$665,262</b>	<b>\$676,667</b>	<b>\$688,300</b>	<b>\$700,166</b>	<b>\$712,270</b>

(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)
(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)	(\$459,144)
<b>\$183,973</b>	<b>\$194,936</b>	<b>\$206,117</b>	<b>\$217,522</b>	<b>\$229,156</b>	<b>\$241,022</b>	<b>\$253,125</b>

(\$24,226)	(\$24,710)	(\$25,204)	(\$25,708)	(\$26,223)	(\$26,747)	(\$27,282)
<b>\$159,748</b>	<b>\$170,226</b>	<b>\$180,913</b>	<b>\$191,814</b>	<b>\$202,933</b>	<b>\$214,275</b>	<b>\$225,843</b>

To Whom It May Concern:

AEHA LLC through AEHN LLC (property owners) and Suite Liv'n (management company)—property ownership and management companies that have principals in common—have been made aware of Willmar staff concerns about our responsiveness to issues raised by the City. On learning this, we've requested and been provided with historic documentation related to 1) reports of garbage or rubbish on our property at 212 High Avenue NE, and 2) issues related to snow plowing.

Because our overarching intent and commitment is to be responsible community members in the City of Willmar, as well as to communities of residents, we want to address these concerns and others that may not have been documented. To that end, the following are proposed management protocols that will improve our responsiveness to issues that are raised to our attention, and strengthen communication and relationships with City staff.

Best,



Gabe Olson, Principal, Suite Liv'n

## **Suite Liv'n Management Maintenance Plan, City of Willmar**

### **Responsiveness to Outstanding Issues**

Suite Liv'n will immediately solicit information from Willmar staff concerning any outstanding property management problems. Those issues will be addressed expeditiously and as a matter of priority. Since an expeditious response necessarily varies by the type of issue, we understand that to mean that it will be addressed on a time frame that reflects a sense of urgency without being unreasonable, and that the time frame will be determined through discussion and mutual agreement between Willmar staff and Suite Liv'n management.

### **Strategies Relative to Recurrent Issues**

Given the documentation received by Suite Liv'n, it appears that the City may consider reports of trash or debris at some properties as a recurrent issue. We commit to establishing an internal protocol of addressing a garbage complaint within 24 hours.

Additionally, we want to know whether there are other issues that City staff considers to be recurrent. If there are other issues that are recurrent in the view of City staff, we commit to developing an ongoing protocol for our response to those matters that is satisfactory to the City of Willmar.

### **Building Communication Proactively**

Given the significant presence of our properties in Willmar, we propose to meet annually with City staff to talk about how things are going with Suite Liv'n managed properties. Suite Liv'n would attend this meeting with both a principal (generally Gabe Olson) and/or its director of property management. We see these meetings as a proactive opportunity to build a collaborative relationship and stay on the same page with respect to expectations.

### **Snow Removal**

To address this issue, meetings and ongoing communication with City Public Works and Engineering department, and coordinate with the city to prioritize and accommodate the street plowing. With Suite liv'n projects will wait for the city streets to be plowed before clearing the parking lots.