

WILLMAR CITY COUNCIL PROCEEDINGS
COUNCIL CHAMBERS
WILLMAR MUNICIPAL UTILITIES BUILDING
WILLMAR, MINNESOTA

August 21, 2017
7:00 p.m.

The regular meeting of the Willmar City Council was called to order by the Honorable Mayor Marv Calvin. Members present on a roll call were Mayor Marv Calvin, Council Members Audrey Nelsen, Ron Christianson, Kathy Schwantes, Fernando Alvarado, Julie Asmus, Shawn Mueske, Andrew Plowman, and Rick Fagerlie. Present 9, Absent 0.

Also present were City Administrator Ike Holland, Community Education and Recreation Director Steve Brisendine, Finance Director Steve Okins, Planning and Development Services Director Bruce Peterson, Police Chief Jim Felt, Public Works Director Sean Christensen, Human Resource Director Bridget Buckingham, City Clerk Judy Thompson and City Attorney Robert Scott.

Proposed additions and deletions to the agenda included: Mayor Calvin requested the addition of a recommendation for a law firm to represent the City in the hospital lease transaction.

City Clerk Judy Thompson reviewed the consent agenda.

- A. City Council Minutes of August 7, 2017
- B. Planning Commission Minutes of August 9, 2017
- C. Willmar Municipal Utilities Board Minutes of August 14, 2017
- D. Application of Gambling Exempt Permit—Pheasants Forever Kandiyohi County #2
- E. Application of Gambling Exempt Permit—Willmar Lakes Area Convention & Visitors Bureau
- F. Zoning Appeals Board Mayoral Appointment—Christopher Frank
- G. Human Rights Commission Mayoral Appointment—Osman M. Jibril
- H. The Barn Theatre On-Sale Intoxicating 3.2% Liquor License
- I. **Resolution No. 17-95 Approving the State of MN Airport Maintenance & Operation Grant Contract Fiscal Years 2018/2019**
- J. Willmar Lakes Area CVB Board Minutes of April 18, 2017
- K. Human Rights Commission Minutes of June 20, 2017
- L. Board of Zoning Appeals Minutes of August 7, 2017
- M. Accounts Payable Report through August 16, 2017

Council Member Fagerlie offered a motion to approve the Consent Agenda. Council Member Mueske seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Attorney Robert Scott stated he contacted four law firms that expressed interest in representing the City in the hospital lease transaction. He stated Mayor Calvin, City Administrator Ike Holland and he had conference calls interviewing three of the law firms, and their recommendation is that the City retain the firm of Kutak Rock of Omaha, Nebraska. Following discussion, Council Member Mueske offered a motion to retain the law firm of Kutak Rock to represent the city's interests regarding the affiliation between the City and CentraCare, and direct the Mayor, City Administrator and City Attorney to work with Kutak Rock to develop a written scope of representation for approval by the Council by resolution at the September 5, 2017 Council meeting. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

At 7:21 p.m. Mayor Calvin opened the public hearing for the consideration of vacating a utility easement in the Eastgate Addition as petitioned by Kwik Trip. Planning and Development Services Director Bruce Peterson stated that Kwik Trip has plans for parking and storm water retention in the area of the easement and has requested it be vacated as it is an unnecessary unused easement. There being no one to

speak for or against the proposed vacation, Mayor Calvin closed the hearing at 7:23 p.m. and opened it up for discussion by the Council. Council Member Christianson introduced **Resolution No. 17-96 Vacating a Portion of a Utility Easement**. Council Member Nelsen seconded the motion which carried on a roll call vote of Ayes 8, Noes 0.

WasteWater Treatment Superintendent Jim Gauer recognized the retirement of Jim Werder, Lab Technician at the WasteWater Treatment Plant with over 27 years employment with the City of Willmar. Mr. Werder spoke and thanked the Mayor and Council for the opportunity to work for the City. City Administrator Ike Holland thanked Mr. Werder for his many years of service and presented him with a certificate of appreciation.

No one appeared before the Mayor and Council to speak during the Open Forum.

Mayor Calvin acknowledged Bradley Peterson, Coalition of Greater Minnesota Cities (CGMC), who appeared before the Mayor and Council to review the 2017 Legislative Session and activities of the CGMC. Mr. Peterson highlighted a few things the CGMC tried to do during the course of the Legislative Session. He presented CGMC facts stating their current membership is 90 cities in 2017, and that their primary focus for legislation is limited to five areas: 1) LGA/Property Taxes, 2) Economic Development, 3) Annexation and Land Use, 4) Environmental Regulations and 5) Transportation strictly from a Greater Minnesota perspective.

Mr. Peterson stated the 2016 election delivered GOP control of both House and Senate. After the Legislature failed to pass a tax bill in 2015 and 2016, LGA funding was left stagnant. There was a lot of unfinished business to take care of and the Legislature ended up going into a Special Session to get everything done. The State's financial health continued to be good, the February forecast showed a budget surplus of \$1.65 billion. CGMC once again made passing a tax bill with an LGA increase its number one priority and as a result, the 2017 Legislative Session approved a \$15M increase in LGA. Some of the other CGMC 2017 Legislative outcomes were: \$117M for clean water infrastructure grants and loans; \$12M for the Greater Minnesota BDPI program; \$300M in bonding, plus \$25M per year in cash, for Corridors of Commerce; \$16M for small-city streets; \$8M for workforce housing grants; passed law allowing additional 30 days to comment on some environmental permits; and prevented passage of harmful annexation legislation. He stated bonding bills are usually handled in even numbered years.

After a few questions, Mayor Calvin thanked him for his presentation and acknowledged Council Member Nelsen for serving on the CGMC Board. Mayor Calvin stressed the importance of LGA funding to the City and urged Mr. Peterson to continue to strive for this funding.

Aaron Backman, Executive Director Kandiyohi County & City of Willmar Economic Development Commission presented a request on behalf of the Highway 23 Coalition respectfully asking the City of Willmar to become a member of the Coalition for 2017-2018. Mr. Backman stated the Highway 23 Coalition is seeking state funding to complete the two four-lane gaps on Highway 23 between Willmar and Interstate 94. Willmar is the largest outstate city without continuous four-lane access. He also stated a four-lane connection to I-94 is essential to West Central Minnesota's economy and workforce; accessibility is required to attract and retain manufacturing jobs, businesses, and skilled employees; and prospects for the Willmar Industrial Park, such as logistics and warehousing businesses with just-in-time inventory models, often require four-lane accessibility.

Council Member Schwantes thanked Mr. Backman for his work and efforts on this project, and then introduced **Resolution No. 17-97 Approving Membership in the Highway 23 Coalition at the Advocate Level of \$3,000**. Council Member Nelsen seconded the motion which carried on a roll call vote of Ayes 8, Noes 0.

Planning and Development Services Director Bruce Peterson presented a request to approve the preliminary/final plat of North Creek Second Addition subdividing three lots into two. The development is part of a private planned unit development with private street. The expansion in lot size is to accommodate enlarging a parking lot for one of the existing buildings. The Planning Commission has approved the preliminary/final plat. Following discussion, Council Member Christianson offered a motion to approve staff's recommendation as presented. Council Member Fagerlie seconded the motion, which carried.

Planning and Development Services Director Bruce Peterson presented a request to approve a preliminary plat for HIS First Addition subdividing six parcels of land into two lots and four outlots. One of the lots will be for the new Dairy Queen restaurant and the other will be sold for commercial development. The Planning Commission has approved the preliminary plat. Following discussion, Council Member Christianson offered a motion to approve staff's recommendation as presented. Council Member Plowman seconded the motion, which carried.

Council Member Nelsen offered a motion to remove from the table the Civic Center Master Plan. This item was tabled at the June 19, 2017 Council meeting.

Public Works Director Sean Christensen updated the Council and stated the City was seeking experienced planning professionals to develop a Comprehensive Civic Center Master Plan and was seeking RFP's from firms interested in performing professional services related to a Complete Complex Master Plan. Mr. Christensen's recommendation was to start over due to the time lapse and contact the three firms who submitted proposals earlier this year and ask them to update their proposal with current timeline and costs, and bring back to Council for approval. Following discussion, Council Member Nelsen offered a motion to approve staff's recommendation. Council Member Asmus seconded the motion, which carried. Council Member Christianson abstained.

City Clerk Judy Thompson requested the Council set a hearing for 7:02 p.m. on September 5, 2017 for Oslo Meadows Special Assessments for the 2005 Street & Other Improvements against properties purchased by Ryan J. and Liv V. Fuchs legally described as Lot 1, Block 3, Oslo Meadows in the amount of \$2,129.14. Council Member Plowman offered a motion to approve staff's recommendation. Council Member Christianson seconded the motion, which carried.

City Clerk Judy Thompson presented to the Council a list of properties that have not paid the charges for weed and grass mowing. Pursuant to Municipal Code, Chapter 9, Article III, concerning the cutting of weeds or grass and in the case of noncompliance, such work is to be performed by the City or its agent. The costs thereof can be certified as a special assessment against the property in question.

Staff was recommending the Council set a hearing for 7:03 p.m. on September 5, 2017, to consider objections to the proposed assessment for the mowing costs incurred. Council Member Fagerlie offered a motion to approve staff's recommendation. Council Member Plowman seconded the motion, which carried.

City Clerk Judy Thompson presented to the Council a list containing a property owner that has not paid the charges for removal of a hazardous building. Pursuant to Municipal Code, Chapter 9, Article I, concerning the removal of a hazardous building, the costs thereof can be certified as a special assessment against the property in question.

Staff was recommending the Council set a hearing for 7:04 p.m. on September 5, 2017, to consider objections to the proposed assessment for the removal costs incurred. Council Member Fagerlie offered a motion to approve staff's recommendation. Council Member Nelsen seconded the motion, which carried.

City Administrator Ike Holland offered the following comments/announcements: Special Work Session for Council and Rice Hospital for September 13th at 5:00 at the Willmar Conference Center (Gallery 1 & 2); A Special Budget Meeting for the City will be held on September 12th at 5:00 p.m. in the Council Chambers; September 18th the draft of the Mayor's Budget will be presented, copies will be provided to the Council soon to allow time to review prior to the meeting.

Mr. Holland also noted he received a bill for the CGMC 2017 dues in the amount of \$39,615. Also included was a voucher for a voluntary assessment charge for environmental action fund in the amount of \$6,962. Mayor Calvin stated the voluntary assessment charge could come out of the WasteWater Treatment Plant Budget for a funding source. Council Member Christianson offered a motion that the City not pay the voluntary assessment fee. The motion died for a lack of a second. Following discussion, City Administrator Ike

Holland was directed to look at other communities and what they are doing in regard to the voluntary assessment fee and bring back to a future work session for further discussion.

Mayor Calvin noted that a list of openings on various City Boards and Commissions will be presented in the next Administrator notes or included in the next Council packet, and urged Council Members to make notification of any individuals interested in filling these positions. He stated currently we have an opening on the Planning Commission and openings on the Board of Zoning Appeals. We have a critical need at the Board of Zoning Appeals.

Council Member Christianson stated the Municipal Utilities Minutes indicated there were three terms that expired in 2016 and was inquiring if these individual have been reappointed. Mayor Calvin stated these individuals were all reappointed, and directed City Administrator Ike Holland to have Administrative Assistant Janell Sommers check into this.

Mayor Calvin stated he will present the proposed 2018 Budget to the Council on September 12th, in a new format than has been done in the past.

Council Member Fagerlie stated he received a complaint on the seal coating that was completed recently on Becker Avenue Southeast.

Council Member Nelsen thanked Public Works Director Sean Christensen for the completion of paving on 5th Street Southwest, as she had received several complaints in regard to this issue.

Council Member Christianson asked if discussion of the Committee structure was going to be continued at the next work session. Mayor Calvin will be discussing this issue with City Administrator Ike Holland.

Council Member Alvarado noted the new water tower that was painted and decorated recently, and also the Willmar Schools have updated their electronic signs.

Mayor Calvin acknowledged a group of nurses present in the audience.

Council Member Asmus reminded everyone that a "Going Green" event will be taking place on September 9th from 8:00 a.m. to 1:00 p.m. at the Bill Taunton Stadium and urged everyone to participate and clean up their garages, etc., as she has received complaints regarding such items. She also acknowledged the Stinger Baseball season has ended, and thanked the host families for their part in keeping the Stingers in our community.

Council Member Nelsen offered a motion to adjourn the meeting with Council Member Fagerlie seconding the motion, which carried. The meeting adjourned at 8:55 p.m.

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 17-95

**RESOLUTION AUTHORIZING EXECUTION OF
MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

Motion By: Fagerlie

Second By: Mueske

BE IT RESOLVED by the City Council of the City of Willmar that the State of Minnesota Contract Number 1028922 "Airport Maintenance and Operation Grant Contract," at the Willmar Municipal Airport is accepted.

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

Dated this 21st day of August, 2017.

s/s Marv Calvin
MAYOR

Attest:

s/s Judy Thompson
CITY CLERK

RESOLUTION NO. 17-96

VACATING A PORTION OF A UTILITY EASEMENT

Motion By: Christianson

Second By: Nelsen

WHEREAS, the vacation of that portion of the utility easement as described below was petitioned by the Kwik Trip:

Legal description to vacate a portion of the utility easement as follows: a 15' utility easement along the south property line of Lot 4, Block Two, Eastgate Addition AND a 15' utility easement along the north property line of Lots 5, 6, 7 and 8, Block Two Eastgate Addition EXCLUDING the easterly 10' utility easement Lots 4 and 5, Block Two Eastgate Addition;

WHEREAS, the proposed vacation has been approved by the Planning Commission of the City of Willmar; and

WHEREAS, mailed notice of the proposed vacation was sent to Willmar Municipal Utilities and affected private utility companies as per by Subdivision 6 of Section 9.01 of Subdivision 4.A. of the Willmar City Charter; and

WHEREAS, the City Council of Willmar finds that it is in the best interest of the City of Willmar to vacate that portion of said utility easement;

NOW, THEREFORE, BE IT RESOLVED, that the above described portion of dedicated utility easement be, and hereby is, vacated.

BE IT FURTHER RESOLVED that a certified copy of the Resolution be filed with the Kandiyohi County Recorder on or after the 21st day of August, 2017.

Dated this 21st day of August, 2017.

s/s Marv Calvin
MAYOR

Attest:

s/s Judy Thompson
CITY CLERK

RESOLUTION NO. 17-97

A RESOLUTION APPROVING MEMBERSHIP IN THE HIGHWAY 23 COALITION

Motion By: Schwantes Second By: Nelsen

WHEREAS the City of Willmar desires to become a member of the Highway 23 Coalition for 2017-2018;
and

WHEREAS the Highway 23 Coalition is actively approaching cities, counties, businesses and other organizations to join the Coalition; and

WHEREAS the Highway 23 Coalition is promoting the use of State of Minnesota funding to complete the two four-lane gaps on Highway 23 between Willmar and Interstate 94; and the Coalition has elected officers, established a budget and incorporated a membership structure; and

WHEREAS the City of Willmar is the largest outstate city without continuous four-lane access, and a four-lane connection to I-94 is essential to West Central Minnesota's economy and workforce; and accessibility is required to attract and retain businesses, manufacturing jobs, and skilled workers; and

WHEREAS the Coalition intends to use membership funds to promote and market the need to fill the gaps on Highway 23;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar approves membership in the Highway 23 Coalition at the Advocate level of \$3,000 for the period of time from the present day through December 31, 2018.

Dated this 21st day of August, 2017.

s/s Marv Calvin
Mayor

Attest:

s/s Judy Thompson
City Clerk

**Rice Memorial Hospital
Board of Directors Meeting
August 16, 2017**

PRESENT: Dr. Douglas Allen, President
Ken Behm, Director
Dr. Lee Cafferty, Director
Andrea Carruthers, Vice President
Jon Saunders, Treasurer
Peggy Sietsema, Director
Eric Weiberg, Secretary

*These Board of Directors minutes have not
been officially approved by the RMH Board.*

ABSENT: None

ADMINISTRATIVE STAFF: Michael Schramm, CEO, Teri Beyer CQO, Kathy Dillon, Interim CNO, Bill Fenske, CFO, Dr. Ken Flowe, CMO

GUESTS: Shirley Carter, Rice Health Foundation; Audrey Nelsen, City Council Liaison; Anne Polta, West Central Tribune; Representatives of the Minnesota Nurses' Association

CALL TO ORDER/APPROVAL OF MINUTES: President Allen called the meeting to order at 5:30 p.m. A motion was made by Director Carruthers and seconded by Director Behm to approve the consent agenda items as presented. Motion carried.

MNA REPRESENTATION: President Allen recognized the guests representing the MN Nurses' Association. He invited a Rice Nurse to speak for the group and Johanna Reller, RN, Emergency Services, noted the concerns related to the proposed affiliation with APMC and Centracare. Concerns included retention of salaries and benefits, PERA, quality of care, honoring existing contracts and involvement in committees charged with planning for the new organization. President Allen thanked the representatives for their attendance.

MOTION TO CLOSE THE MEETING: President Allen requested to close the meeting at the conclusion of tonight's regular business for the purpose of strategic planning under MN Statute Sec. 144.581. Motion was made by Director Saunders and seconded by Director Cafferty and unanimously approved.

QUALITY REPORT: T. Beyer reviewed the attached results of the 2017 AHRQ Safety Survey. This survey measures staff perceptions of various components of patient safety efforts and has been utilized at Rice since 2010. This presentation will be shared with Management Team tomorrow with follow-up to be determined by department based on individual department results. The Clinical Safety Committee will address means to improve feedback to those reporting. Director Carruthers requested these slides be shared at Care Improvement Team and that will occur at the September meeting.

MEDICAL STAFF REPORT: Dr. Flowe reviewed the Medical Executive Committee and Credentials Committee minutes, including the approval of the Integrated Quality Improvement/Risk Management Plan. The following physicians/providers were recommended for appointment/reappointment to the Medical Staff at the Credentials Committee meeting on 8/1/17: Sean O'Grady, MD, Emergency Medicine and Raquel Walsh Jahnke, DO, Pathology, both to Active Staff; Jeffrey Chuy, MD, Radiology, Desmond Jay, MD, Cardiology/Internal Medicine and David Spight, DO, Internal Medicine all to Affiliate Staff; James Malkuch, CRNA, Anesthesia and David Truscinski, CRNA, Anesthesia both to Allied Health Professional Staff; Jane Stevens-Schlosser, LMFT, Behavioral Healthcare Providers granted Telemedicine privileges; Katherine Reigstad, MD, General Surgeon, Nathaniel Slinkard, MD, Orthopedic Surgeon and Douglas Soderberg, MD, OB/GYN all transferred from Provisional Active to Active Staff; Josie Syverson, MD, Family Medicine, transferred from Provisional Active to Affiliate Staff; Dexter Costa, MD, Internal Medicine and Ian Penniston, DO, Psychiatrist both transferred from Provisional Affiliate to Affiliate Staff; Patricia Hoefl, MD, Pathologist

transferred from Active to Affiliate Staff. **Action:** Motion made by Director Carruthers and seconded by Director Behm to approve the above-noted recommendations from the Medical Staff. Carried.

CEO REPORT: M. Schramm, CEO reported on the following:

- **Rice Health Foundation**
 1. Shirley Carter, Executive Director of the Rice Health Foundation, thanked the Board for their support.
 2. Distributed the attached summary of the focus of upcoming fundraising efforts.
 3. Announced that Dr. Ken Flowe and his wife will serve as hosts for this year's gala which is scheduled for 11/10/17 with the theme of 'Kentucky Derby'.
- Willmar Surgery Center construction is progressing well and is on schedule.
- Dr. Jose Ruades, Medical Oncologist, has begun seeing patients at Willmar Regional Cancer Center.
- The MRI replacement at Rice is underway and should be completed by mid-September.
- Construction Documents are being developed for relocation of the Sleep Center and expansion of the Cancer Center.
- Recruitment continues for a Psychiatric Nurse Practitioner. Dr. Nicholas Ray will begin his practice a year from now. Dr. Sean O'Grady will begin seeing patients in the ER this weekend. Other potential recruitment opportunities include an Anesthesiologist and a Urologist.
- Follow-up culture session will be held on 9/11 with a second round of leaders to attend the unfreezing on 9/12 and 9/13.
- Diane Hagedorn, RN, Director of Nursing at Rice Care Center retired today after 24 years. Amanda Thorson, RN, will assume the DON role.

OTHER:

A. **Hospital Committee Reports:** It was noted that the Finance Committee meeting was held on Thursday, August 10th and the report was distributed with this agenda.

B. **City Council Report:** A. Nelsen reported the following:

- Rice Park renovation is progressing on schedule and Miller Park renovation is scheduled.
- 2018 Budget work is scheduled to begin next month.
- Discussion was held regarding the need to plan for future parking needs downtown.

CLOSED SESSION: With regular business concluded, the Board entered closed session at 6: 10 p.m. for the purpose of strategic planning.

MOTION TO COME OUT OF CLOSED SESSION: 7:41 p.m. Motion by Director Sietsema, seconded by Director Weiberg and unanimously approved.

ADJOURNMENT Unanimously agreed to adjourn the meeting at 7:42 p.m.

**WILLMAR PLANNING COMMISSION
CITY OF WILLMAR, MN
WEDNESDAY, AUGUST 23, 2017**

MINUTES

1. The Willmar Planning Commission met on Wednesday, August 23, 2017, at 7:00 p.m. at the Willmar City Offices Conference Room #1.

** Members Present: Steve Gardner, Jeff Kimpling, Terry Sieck, Bob Poe, Rolf Standfuss, Cletus Frank, and Terry VanVeldhuizen.

** Members Absent: Jonathan Marchand, and Margaret Fleck.

** Others Present: Dean George, Shari Olson, Warren Hagen, Gary Laughlin, Tom & Barb Leenstra, Steve Masseth, Bolynda Masseth, Jennifer Olson, Ryan Laughlin, and Megan DeSchepper- Planner.

2. MINUTES: The August 9, 2017 minutes were approved as presented, one correction to list Cletus Frank and Bob Poe as absent only.

3. KWIK TRIP CONDITIONAL USE PERMIT FUEL SALES (1ST ST. S.)- FILE NO. 17-02: The public hearing opened at 7:01 p.m. Dean George, of Kwik Trip, presented a request for a conditional use permit for a convenience store with car wash bay and fuel sales on property described as follows: part of the NE ¼ of the SE ¼ Section 22, Township 119, Range 35 (2000 1st St. S (for full legal see file)). Mr. George explained that the truck delivery traffic would occur via the 1st St. S. access and the 19th Ave. SW access would be used by customers only. There is onsite drainage ponding planned along the west side of the property. Mr. George added they will gladly install fencing and or plantings along the west property line to buffer the commercial use from the adjacent residential properties.

Staff comments were reviewed and discussed (see Attachment A).

Sheri Olson, an adjacent land owner, asked questions regarding drainage and distance from her house to the development. The Commission and staff assured her that there will be stormwater retention required and the site will have to meet the stormwater ordinance and not increase any impervious runoff.

Tom Leenstra, a nearby property owner, suggested the existing berm on the rear of the property be extended to protect the residential areas from any further flooding.

With no further comments from the public, the hearing was closed at 7:14 p.m.

The Commission inquired about the start date. Mr. George stated it was anticipated to be in spring of 2018 open by early summer. The Commission talked about screening and

buffering the residential properties to the west prior to start of construction and if possible sequencing the stormwater portions of the project first to alleviate any further flooding issues prior to full site development.

Mr. Kimpling made a motion, seconded by Mr. Frank, to approve the conditional use permit with the following conditions:

- A. Screening shall be added along west property line for adjacent residential properties buffer prior to issuance of building permit.
- B. 15' front parking setback from right-of-way shall be met.
- C. Shared accesses, ponds, and maintenance etc. shall be recorded at the same time as plat recording.
- D. The Engineer's comments shall be met and adhered to except applicant shall be allowed the 40' wide curb cut as depicted on plan as requested off of 1st St. S.
- E. The use shall meet all applicable local, state, and federal rules and regulations at all times.

The Commission discussed further the issues of drainage in the area and not wanting to compound it with development prior to retention pond completion.

Mr. Kimpling made a motion, seconded, by Mr. Frank, to amend the motion by adding a condition as follows:

- F. Consideration for drainage/berms etc. shall be made during construction for the adjacent low lying residential areas.

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

The motion carried.

4. KWIK TRIP TEXT AMENDMENT- ALLOWING GAS SALES IN CBD FILE NO. 17-05: The public hearing opened at 7:35 p.m. Dean George, of Kwik Trip, LaCrosse, WI, presented a request for a text amendment to Section 6.J.3.b. to allow supermarkets/grocery stores (including convenience stores *with/without* gas sales) in the Central Business District (CBD).

The Commission reviewed/discussed staff comments (see Attachment A).

Warren Hagen, a property owner in the CBD, spoke in support of new development in the area and remembers a time when there were multiple gas stations downtown.

With no further comment from the public the hearing closed at 7:37 p.m.

The Planning Commission talked about all the other commercial districts allowing fuel sales except for the CBD and unknown history of why it was omitted.

Mr. Standfuss made a motion, seconded by Mr. VanVeldhuizen, to approve the text amendment and forward it onto the City Council for a public hearing and ordinance adoption.

The motion carried.

5. KWIK TRIP CONDITIONAL USE PERMIT FUEL SALES (CBD) - FILE NO. 17-03:
The public hearing opened at 7:45 p.m. Dean George presented the request, on behalf of Kwik Trip, LaCrosse, WI, for a conditional use permit for a convenience store with gas sales on property described as follows: Lots 1-12, Block 28, Town (Now City) of Willmar. The property is zoned Central Business District (CBD). There are eight proposed fuel pumps. And the site will be accessed via Benson Ave. SW, Litchfield Ave. SW, and 3rd St. SW. There are no parking or building setback requirements in the CBD.

Staff comments were reviewed and discussed (see Attachment A).

With no comments from the public the hearing closed at 7:51 p.m.

The Commission discussed the downtown design standards and that they weren't intended to deter development. They were more geared towards infill development, not an entire City block. There was talk about the roofline and design of the structure already looking like an ornamental cornice. And there is a door facing the street side as well as the pumps per the requirement. The only standard that really wasn't being met was the 40% windows facing the streets.

The Planning Commission talked about future possible developments in the CBD and that this plan may hinder them as it's not used based, it's area based and each use may have different needs etc. The Commission went over text changes that could be made to make the Ordinance less restrictive.

Mr. Poe made a motion, seconded by Mr. Frank, to approve the conditional use permit with the following conditions:

- A. Contingent upon text amendment to the design standards for central business district.
- B. The Engineer's comments shall be met and adhered to, with the 35' wide curb cuts approved as per submitted plans.
- C. The use shall meet all applicable local, state, and federal rules and regulations.

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

The motion carried.

6. MISCELLANY: Staff presented a sign permit application from the Community Christian School. The property is zoned R-2 (One and Two Family Residential). Schools in that district are allowed one freestanding sign not to exceed a total of 64 sq. ft. The Community Christian School proposes a second freestanding sign for their preschool

and child care programs totaling 32 sq. ft. The existing freestanding sign is 47 sq. ft. The two signs would total 79 sq. ft. of freestanding signage on the property. Steve Masset, the school Superintendent, explained that they have a great deal of frontage and this signage would help people to enter the correct access point as they have high traffic levels and multiple entrances to their property. Gary Laughlin, of Quick Signs, added that there are multiple institutions operating out of the property which covers several parcels of land.

Mr. Frank made a motion, seconded by Mr. VanVeldhuzien, to approve the sign as requested.

The motion carried.

7. There being no further business before the Commission, the meeting adjourned at 8:28 p.m.

Respectfully submitted,



Megan M. DeSchepper, AICP
Planner/Airport Manager

PLANNING COMMISSION-AUGUST 23, 2017

STAFF COMMENTS

1. KWIK TRIP CONDITONAL USE PERMIT FUEL SALES (1ST St. S) - FILE NO. 17-02:

- The applicant is Kwik Trip, La Crosse, WI.
- The applicant has requested a conditional use permit to build a convenience store with fuel sales and a car wash on property described as follows: part of the NE ¼ of the SE ¼ Section 22, Township 119, Range 35 (2000 1st St. S (for full legal see file)).
- The property is zoned General Business (GB).
- The property is accessed via one access off 1st St. S and one off of 19th Ave. SW. It appears the 1st St. S. access will be moved to line up to the Cub Foods access across 1st St. S.
- The building setbacks are met. Parking setbacks appear to be met except for front setback from right-of-way shall be 15'.
- There are 20 fueling stations and parking spaces exceed required minimums of Ordinance.
- Exterior façade of building will fit in well in commercial corridor.
- All delivery truck traffic will use the 1st St. S access.
- The applicant plans on platting the property and combining the three parcels into one parcel.
- 19th Ave. SW access has proposed easement, shared with property to the south. Regulation/ownership of private drive to south, shared access, drainage ponds and maintenance etc. shall all be covered with private agreements or outlots etc. recorded with the plat.
- Screening along west property line where abutting residential properties shall be required for separation.
- Signage approvals shall be ancillary from site plan review/approval.
- Landscape plan is adequate.
- 40' wide curb cut proposed, engineering department policy is 32' in width max.

Engineering Department Comments:

- A NPDES construction storm water permit will be required for this project.
- The plan cover sheet indicates Store #944 with 2-bay car wash.
- The site development sheet does not indicate existing impervious or pervious surface areas.
- The plan does not address removal of existing facilities. The existing building service lines will need to be abandoned at mains.
- The proposed driveways shall be a maximum of 32' wide per City policy. The existing curb and gutter on First St. is B624 and new driveway openings shall be constructed to match.
- The proposed 4" watermain connection to the existing 8" watermain should address properly abandoning remaining 8" watermain.

- Watermain testing and disinfection procedures shall be as approved by the Willmar Municipal Utilities.
- The City will require a copy of the agreement between the project owner and adjacent property owners reference the work on or affecting adjacent properties.

RECOMMENDATION: Approve the conditional use permit with the following conditions:

- A. Screening shall be added along west property line for adjacent residential properties buffer prior to issuance of a building permit.
- B. 15' front parking setback from right-of-way shall be met.
- C. Shared accesses, ponds, maintenance etc. shall be recorded at same time as plat recording.
- D. The Engineer's comments shall be met and adhered to.
- E. The use shall meet all applicable local, state, and federal rules and regulations at all times.

2. KWIK TRIP TEXT AMENDMENT- ALLOWING GAS SALES IN CBD FILE NO. 17-05:

- The applicant is Kwik Trip, La Crosse, WI.
- The applicant is requesting a text amendment to Section 6.J.3.b. to allow supermarkets/grocery stores (including convenience stores *with/without* gas sales).
- The Central Business District is bound by 1st St. S from Highway 12 southerly to Minnesota Ave. SW westerly to 5th St. SW. northerly to Trott Ave. SW westerly to 7th St. SW northerly to Pacific Ave. SW and easterly back to beginning of 1st St. S and Highway 12.
- Convenience stores all already permissible in the CBD this is simply adding the fuel sales component.
- Fuel sales are permitted in all the other commercial districts with CUP.

RECOMMENDATION: Approve the text amendment and forward it onto the City Council for a public hearing and Ordinance adoption.

3. KWIK TRIP CONDITIONAL USE PERMIT FUEL SALES (DT) - FILE NO. 17-03:

- The applicant is Kwik Trip, La Crosse, WI.
- The applicant is requesting a conditional use permit for a convenience store with fuel sales on property described as follows: Lots 1-12, Block 28, Town (Now City) of Willmar.
- The property is zoned Central Business District (CBD).
- The property is being proposed to be accessed via two accesses of Benson Ave. SW and Litchfield Ave. SW, and one access off of 3rd St. SW. Four curb cuts proposed at 35' in width.
- Several aspects from Central Business District Design Standards not met as follows:
Ornamental cornice- story and a half? Main entrance facing street, not parking lot?
Windows at least 40% of wall visible from street?

- Appears landscaping requirements are met, including 10 shade trees per the Ordinance.
- The curb cuts are proposed at 35' in width Engineering policy is maximum of 32' in width.
- There is adequate parking provided on site.
- Contingent upon zoning text amendment Ordinance adoption.
- No parking or building setback requirements in the CBD.
- Sign approval shall be ancillary from site plan review and approval.

Engineering Department Comments:

- A NPDES construction storm water permit will be required for this project.
- The plan cover sheet indicates a 2-bay car wash is to be constructed but the proposed building floor plan does not reflect that.
- The proposed driveways shall be a maximum of 32' wide per City policy. The existing curb and gutter is B624 and new driveway openings shall be constructed to match.
- The plan does not address removal of existing facilities. The existing building service lines will need to be abandoned at mains.
- The proposed 2" water service curb stop valve to be placed on owners property. Water services greater than 1" shall be cross-linked polyethylene tubing- SDR9 or high density polyethylene tubing.
- Water service test and disinfection procedures shall be as approved by the Willmar Municipal Utilities
- Storm CB's #2 and #4 shall have sumps to collect sediment and a maintenance schedule for sediment removal.

RECOMMENDATION: Approve the conditional use permit with the following conditions:

- A. All Central Business District Design Ordinance Standards shall be adhered to and plans altered to meet requirements.
- B. The Engineer's comments shall be met and adhered to.
- C. The use shall meet all applicable local, state, and federal rules and regulations at all times.

WILLMAR MUNICIPAL UTILITIES MINUTES
MUNICIPAL UTILITIES AUDITORIUM
AUGUST 28, 2017

The Municipal Utilities Commission met in its regular meeting on Monday, August 28, 2017 at 3:00 p.m. in the Municipal Utilities Auditorium with the following Commissioners present: Carol Laumer, Justin Mattern, Abdirizak Mahboub, Nathan Weber, Bruce DeBlieck, and Ross Magnuson. Absent was Commissioner Dan Holtz.

Others present at the meeting were: General Manager John Harren, Director of Finance Denise Runge, Power Supply Manager Chris Carlson, Facilities & Purchasing Supervisor Kevin Marti, Water & Heating Supervisor Joel Braegelman, Staff Electrical Engineer Jeron Smith, Power Production Supervisor Jon Folkedahl, Administrative Secretary Beth Mattheisen, City Councilmember Shawn Mueske, and WC Tribune Journalist Shelby Lindrud,

Commissioner Laumer (President) opened the meeting by requesting the Commission to offer a resolution to approve the Consent Agenda. Following review and discussion, Commissioner DeBlieck offered a resolution to approve the Consent Agenda as presented. Commissioner Magnuson seconded.

RESOLUTION NO. 27

"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 August 14, 2017 Commission meeting; and,
- ❖ Bills represented by vouchers No. 171429 to No. 171499 and associated wire transfers inclusive in the amount of \$1,371,163.72.

Dated this 28th day of August, 2017.

President

Attest:

Secretary

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

At this time, the Commissioners participated in a tour of WMU's facilities beginning at approximately 3:05 p.m. Facilities & Purchasing Supervisor Marti served as the guide for the tour of various Utility project sites and facilities. This informative tour included site visits and observations of the following: Line Dept. digger/derrick truck due for replacement in 2018; NE Water Treatment Plant/Wellfield; Willmar Substation; Priam Substation site; proposed optional sites for WMU Building/Facility; SW Water Treatment Plant/Wellfield; Willmar Avenue Water Tower; and, Power Plant. Upon completion of the tour, the Commission reconvened to the WMU Auditorium to continue the regular meeting as scheduled (approx. 4:45 p.m.).

Commissioner Mattern (Chair) reviewed with the Commission the minutes from the August 21st WMU Planning Committee meeting (see attached). The main topic of discussion focused on the preliminary 2018 WMU Budget. Data presented reflected revenues, expenses, and income related to each of the divisions with a combined total projected 2018 Budget. It was noted that in order to meet the projected revenue requirements, rate adjustments are warranted for both the electric and water divisions. Another option discussed was the inclusion of an additional line-item listing on the monthly utility bill for the cash portion of the contribution to the City (Payment in Lieu of Taxes or PILOT). This would provide transparency for the customers and assist in minimizing the amount of rate increases required. Mattern also stated that the Energy Acquisition Adjustment (EAA) mechanism to collect funds to assist with energy costs will be utilized through 2017. In 2018, the EAA will be used according to the policy and process previously approved. In conjunction with budgeting, the clarification of financing of future water main construction was discussed. Following review and discussion, Commissioner Mattern offered a motion to approve the minutes of the August 21st WMU Planning Committee meeting as presented and to proceed with the process to implement the necessary rate adjustments as required (this would include further exploring of the line-item addition option). Commissioner Mahboub seconded the motion which carried by a vote of six ayes and zero nays.

Director of Finance Runge presented the Commission with the proposed 2018 MUC Budget which included the Capital Improvements Budget (2018) and Statement of Cash Flows for the years 2018-2022. With the need for substantial capital projects and rising energy costs, discussion focused on the need for the rate adjustments. Runge provided various scenarios and projections for consideration. Runge further stated that the Intragovernmental Transfer (PILOT) would remain at \$2,152,600 for 2018 (same as 2017). Following discussion, it was the consensus of the Commission to direct General Manager Harren to continue discussions with City Officials to further address the following issues which impact the annual WMU Budget: 1) water main cost allocations; 2) fire hydrant costs; and 3) line-item addition (franchise fee). Commissioner DeBlieck stated that if it is warranted to have the Commission and City Council meet to discuss the issues, General Manager Harren is directed to schedule the meeting between the two entities. Following discussion, it was the consensus of the Commission to support the 2018 Budget as presented, and to pursue both the process to implement rate adjustments and the addition of the line-item listing. Commission approval of the 2018 WMU Budget will be requested at the September 11th MUC meeting.

Facilities & Purchasing Supervisor Marti reviewed with the Commission a proposed farm lease agreement between Brian & Chris Schlegel of Blomkest and Willmar Municipal Utilities for 17 acres of farm land. This is a three-year lease agreement payable in three equal installments totaling \$11,730 (\$3,910 per year). Following discussion, Commissioner DeBlieck offered a resolution to approve the three-year lease agreement between Brian & Chris Schlegel and Willmar Municipal Utilities in the amount of \$3,910 per year for the years 2018-2020. Commissioner Magnuson seconded.

RESOLUTION NO. 28

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the farm lease agreement between the Willmar Municipal Utilities and Brian Schlegel doing business as Fox Lake Farms, Inc., and Chris Schlegel doing business as CHS Farms, Inc., in the amount of \$3,910 per year for the years 2018, 2019 and 2020 (total amount of \$11,730) be approved.”

Dated this 28th day of August, 2017.

President

ATTEST:

Secretary

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

Water & Heating Supervisor Braegelman informed the Commission that in 2016, WMU had applied for a Source Water Protection Plan Implementation Grant through the Minnesota Department of Health. Notification that WMU had been awarded the grant was received in January 2017 with the funds becoming available on August 1, 2017. The funds will be designated for the following uses: 1) \$2,000 for PCSI data management; 2) \$500 for well management; and, 3) \$3,200 for data collection & well sealing. Staff is recommending that the designation to sign the grant form be given to Commissioner Laumer (President) and Braegelman to execute the funding requirements. Following discussion, Commissioner Laumer offered a resolution to approve the signing designation as recommended for the Source Water Protection Plan Implementation Grant. Commissioner Mattern seconded.

RESOLUTION NO. 29

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that Commissioner Carol Laumer and Water & Heating Supervisor Joel Braegelman be designated to execute (sign) the grant agreement between the Minnesota Department of Health and Willmar Municipal Utilities for the Source Water Protection Plan Implementation Grant in the total amount of \$5,700.”

Dated this 28th day of August, 2017.

President

Attest:

Secretary

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

Commissioner Laumer & General Manager Harren presented the Commission with a recap of their recent attendance at the annual MMUA Summer Conference (August 21-23). Harren announced that Commissioner Laumer had been appointed to serve as a director for the MMUA Board of Directors. Commissioner Laumer expressed her enthusiasm to serve on the Board and to assist in the leadership role as a voice for municipal utilities. Congratulations, Carol! Issues of interests discussed at the annual meeting included: 1) effective governance for public sector utilities; 2) policies for governing boards (Note: Laumer offered her assistance in annual WMU policy updates); 3) public power marketing/knowledge of benefits); 4) dual fuel options; and, 5) cybersecurity.

Both attendees expressed their appreciation to the Commission for the opportunity to attend and for the beneficial insight gained while attending the conference on behalf of the Willmar Municipal Utilities.

General Manager Harren informed the Commission that a meeting of the WMU Labor Committee has been scheduled for Wednesday, August 30th beginning at 10:00 a.m. Topics of discussion will include: 1) Power Plant Operations; 2) Power Plant Staffing; and 3) Employee Performance Policy.

For information: Upcoming meetings/events to note include:

- WMU Labor Committee Meeting – August 30 @ 10:00 a.m.
- Public Power Week – Oct. 1-7
 - Annual WMU Open House – Oct. 3 @ Willmar Civic Center (4:30-6:00 p.m.)

There being no further business to come before the Commission, Commissioner Laumer declared the meeting adjourned at 5:55 p.m.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Administrative Secretary

ATTEST:

Abdirizak Mahboub, Secretary



WILLMAR MUNICIPAL UTILITIES
WMU PLANNING COMMITTEE MEETING MINUTES
Monday, August 21, 2017–11:30 a.m.
WMU Conference Room

Present: Commissioners Justin Mattern, Abdirizak Mahboub & Bruce DeBlieck, General Manager John Harren, Director of Finance Denise Runge, Facilities & Purchasing Supervisor Kevin Marti, and Administrative Secretary Beth Mattheisen.

Commissioner Mattern (Chair) called the meeting to order at 11:30 a.m.

AGENDA ITEM(S):

➤ **Review of Proposed 2018 WMU Budget:**

Director of Finance Runge reviewed with the Committee the preliminary 2018 WMU Budget. Departmental (electric, water, heating) analysis and data were presented for review. This data reflected revenues, expenses, and income related to each of the divisions for a total projected 2018 budget. Included in the presented data were the Capital Improvement Budget (2018) and Statement of Cash Flows (electric & water) for 2018-2022. The following is a recap of specific points of discussion:

1. The Energy Acquisition Adjustment (EAA) will continue to be utilized as previously budgeted through 2017. Beginning 2018, the EAA will be utilized according to the process and guidelines outlined in the approved policy.

2. Financing of future water main construction was discussed.

3. Capital Improvement Budget:

a. "Rehouse Diesel Generators" (\$2.5 million): In the event the rehousing project is deemed unnecessary, this entry is being treated as a budgetary "placeholder" which funds may be used for future repowering/new generation.

b. Estimated \$50 million of capital improvement projects tentatively scheduled for completion within the next 5-6 years (Priam Sub, Water Treatment Plant, possible new generation, WMU facility, etc.). A number of the projects have been deferred over the years, and are overdue for completion. The need to secure funding for the necessary projects is imperative. Financing options including loan funds and bond sales were further discussed.

c. Due to the current antiquated Load Share system, upgrades and improvements are reflected in the Energy Services budget (\$625,000). The estimated cost consists of new head end equipment and load control units. This program assists in reducing capacity needs (power supply costs).

4. Rate Adjustments:

With the need to finance Capital Improvement Projects and to meet the ever-increasing power supply costs, rate adjustments are warranted to ensure the long-term financial health of the WMU. As a reminder, Dave Berg Consulting, LLC conducted a Cost of Service & Rate Study in

2014. As a result of the study, electric and water rate recommendations had been developed for implementation by WMU. The rates adjustments are needed to meet projected revenue requirements. Recommended water adjustments were 20% (2015), 10% (2017), and 10% (2018). Recommended electric rate increases were 4.5% (2015) and 3% increases in 2016, 2017, and 2018. Of the recommendations, only the 20% water and 4.5% electric rate increases were implemented (both in 2015).

Director of Finance Runge presented the Committee with a number of scenarios and projections including rate increases both in the water (10% & 10%) and electric (5% & 5%) divisions. The second scenario was for a potential inclusion of a line-item listing on the monthly utility bill for the PILOT cash portion of the contribution (see Item #5), along with (5%, 5%) increase water division. Additional scenarios were presented for discussion.

It is anticipated that a new rate study will be conducted in 2019 (including fixed costs & commodity charges).

5. Intragovernmental Transfer (PILOT):

One option for consideration is to include a line-item on the monthly utility bills for collection of the cash portion of the contribution to the City. This would provide transparency for the customers. Communications and solicitations for feedback with City representatives are currently being conducted. The PILOT cash portion is based on electric commodities fees (kilowatt sales). General Manager Harren reviewed with the Committee the annual PILOT contribution to the City.

Recommendations & Conclusion:

It was the consensus of the Committee to recommend that the Commission proceed with the process to implement the necessary rate adjustments.

The Planning Committee will present the option to include an additional line-item on the monthly utility bill (cash portion of the contribution to the City) to the Commission for input and request directive relating to this option. If the Commission indicates their desire to continue discussions with City officials regarding the line-item option, proper vetting by all involved parties will be required.

The preliminary budget along with the recommended adjustments will be presented to the Commission on August 28th for review. Request for final approval of the 2018 WMU Budget will be at the September 11th MUC meeting.

➤ **Adjournment:**

There being no further discussion to come before the WMU Planning Committee, Commissioner Mattern declared the meeting adjourned at 12:56 p.m.

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Knights of Columbus Council 2764 Previous Gambling Permit Number: X-30005-16-007
Minnesota Tax ID Number, if any: Group 0188 Federal Employer ID Number (FEIN), if any: 23-7543133
Mailing Address: 1900 6th St. SW
City: Willmar State: MN Zip: 56201 County: Kandiyohi
Name of Chief Executive Officer (CEO): Kevin J. Savchuk
Daytime Phone: 320-262-0820 Email: savchuklen@yahoo.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
 Fraternal Religious Veterans Other Nonprofit Organization

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

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

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Veterans of Foreign Wars
Physical Address (do not use P.O. box): 1108 E. Highway 12
Check one:
 City: Willmar Zip: 56201 County: Kandiyohi
 Township: _____ Zip: _____ County: _____
Date(s) of activity (for raffles, indicate the date of the drawing): June 12, 2018
Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards
 Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$ 10,950)

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

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

**CITY APPROVAL
for a gambling premises
located within city limits**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print City Name: City of Willmar

Signature of City Personnel:
Judy R. Thompson
Title: City Clerk Date: 8/21/17

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print County Name: _____

Signature of County Personnel: _____
Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)
Print Township Name: _____
Signature of Township Officer: _____
Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____ Date: 8-17-17
(Signature must be CEO's signature; designee may not sign)

Print Name: Kevin J. Savchuk

REQUIREMENTS

Complete a separate application for:

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

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

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

This form will be made available in alternative format (i.e. large print, braille) upon request.



WILLMAR

City Office Building
333 SW 6th Street
Willmar, MN 56201
Main Number 320-235-4913
Fax Number 320-235-4917

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 5, 2017
From: Megan M. DeSchepper, Planner/Airport Manager	Subject: Resolution executing grant agreement with MNDOT Aeronautics

AGENDA ITEM: Resolution executing grant agreement with MNDDOT Aeronautics.

INTRODUCTION/REQUEST: At the June 19, 2017 Council Meeting two resolutions were approved (see attached) regarding the taxilane project for the Airport. Grant applications were submitted, and were offered by the FAA and MNDOT. MNDOT requires that the actual grant numbers be included in the resolution authorizing acceptance of the grant. Staff tried to word submittal and acceptance in the resolution to not require multiple revisits of the same project to Council.

HISTORY: MNDOT requires specific language in the resolution as it is part of the final grant paper work authorization. The Council has already approved and authorized the project and funding, and selected and approved the contract to the lowest bidder.

CURRENT CIRCUMSTANCE: MNDOT will not accept the resolution from June 19, 2017 as it doesn't list the grant number, that wasn't assigned until the grant was offered.

RECOMMENDATION: Staff recommends adopting the resolution authorizing execution of MNDOT Agreement No. 1029206 State Project No. A3401-67.

ISSUES: The grant includes the taxilane project, engineering, and the credit card reader for the Jet-A pump that was actually installed last year and now will be able to be reimbursed by 95%.

FINANCIAL IMPACT: The entire grant cannot exceed \$401,850.12 and which is a 90/5/5 split, of which the local City share is \$20,092.56. Which has been budgeted for in the CIP.

ALTERNATIVES:

1. Table the matter for further information.
2. Don't adopt the resolution and jeopardize the whole project and good standing with FAA and MNDOT.

RECOMMENDED MOTION: Motion to approve the resolution authorizing execution of MNDOT Agreement No. 1029206 State Project No. A3401-67.

REVIEWED BY: Bruce D. Peterson, Director of Planning and Development Services

WORK SESSION DATE: N/A

COUNCIL MEETING DATE: September 5, 2017

RESOLUTION NO. ____

**RESOLUTION AUTHORIZING EXECUTION OF
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR TAXILANE REHAB PROJECT AND
CARD READER FOR FUEL SYSTEM**

Motion By: _____ Second By: _____

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

1. That the Minnesota Department of Transportation grant agreement MNDOT Agreement No. 1029206, State Project No. A3401-67 "Grant Agreement for Taxilane Rehabilitation; Card Reader for Fuel System" for the Willmar Municipal Airport is accepted.
2. That the Mayor and City Administrator are authorized to execute this agreement and any amendments on behalf of the City of Willmar.

Dated this 5th day of September, 2017

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 17-72

RESOLUTION AUTHORIZING GRANT APPLICATION FOR AWARDING BID
FOR AIRPORT EAST TAXILANE RECLAMATION PROJECT
AND SUBMITTING/ACCEPTING FEDERAL/STATE GRANT

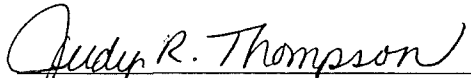
Motion By: Christianson Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar to approve an awarding low bidder, Swenson and Sons Construction, in the amount of \$297,359.04, contingent upon Federal Funds. And submitting application for, and the acceptance of, the Federal/State Grant for the Airport East Taxilane Reclamation Project.

Dated this 19th day of June, 2017


MAYOR

Attest:


CITY CLERK

RESOLUTION NO. 17-73

RESOLUTION AUTHORIZING WORK ORDER # 1
WITH BOLTON AND MENK FOR CONSTRUCTION ADMIN SERVICES
AIRPORT EAST TAXILANE RECONSTRUCTION PROJECT

Motion By: Christianson

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 City Administrator and the City of Willmar is hereby authorized to enter into Work Order #1 of the professional services contract between the City of Willmar and Bolton and Menk, Inc. The Work Order is not to exceed \$95,000 for Construction Administration Services for East Taxilane Reconstruction Project.

Dated this 19th day of June, 2017.



Mayor

Attest:



City Clerk



CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 5, 2017
From: Ike Holland, City Administrator	Subject: Recommendations for the Kandiyohi County and City of Willmar Housing and Redevelopment Authority Boards

AGENDA ITEM: Reappointment and Appointment Recommendations for the Housing and Redevelopment Authority Boards

INTRODUCTION/REQUEST: To approve the Mayor’s recommendation of individuals to fill the vacancies of Willmar Housing and Redevelopment Authority (HRA) Board and approve the Mayor’s recommendation of one individual to Kandiyohi County for the City’s representative on the County HRA Board.

HISTORY: The City Administrator’s office reached out to members of City staff in the past and was told the Housing and Redevelopment Authority Board of the City was dissolved. This same information was relayed to the Mayor by staff.

CURRENT CIRCUMSTANCE: After meeting last week with Jill Bengtson, Kandiyohi County/City of Willmar HRA Director, it was communicated that the City’s representative on the Kandiyohi County HRA Board would need to be filled. Additionally the City’s City HRA Board needs to be reconvened to complete their future tasks.

RECOMMENDATION: The Council approve the Mayor’s recommendation to reappoint Javier Valenzuela and Mary Sundin to the City’s HRA Board, approve the appointment of Denis Anderson to the City’s HRA Board and also approve the recommendation to the County of Denis Anderson to serve as the City’s one representative on the Kandiyohi County HRA Board

ISSUES: None

FINANCIAL IMPACT: None

ALTERNATIVES:

1. Delay Council action if additional information is required.

RECOMMENDED MOTION: Approve the Mayor’s recommendation of reappointment of Javier Valenzuela and Mary Sundin to the City’s HRA Board, the appointment of Denis Anderson to the City’s HRA Board and also approve the recommendation for consideration to Kandiyohi County of Denis Anderson to serve as the City’s representative on the Kandiyohi County HRA Board.

REVIEWED BY: Ike Holland, City Administrator

COUNCIL MEETING DATE: September 5, 2017 Regular Agenda Consent Agenda



**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)
- Community Education & Recreation Advisory Board (meets monthly)
- City/County Economic Development Operations Board (meets monthly)
- Housing and Redevelopment Authority (meets monthly)
- 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: Denis Anderson Date of Application: 8/28/17
Address: 3213 Eagles Ridge Dr. E. Phone No. 231-0912
(Certain Boards and Commissions may require that you are a resident of the City of Willmar)
Email: denisbanderson@gmail.com

What prompted you to make application for a citizen committee? I have always had an interest in housing and its interrelationship with economic development
Briefly tell us why you want to serve on this Board/Committee/Commission: I am interested in fostering growth in our area. All types of housing are necessary if an area is to prosper. The HRA has a role to fill in providing housing.

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

Board of Directors of Greater Minnesota Housing Fund 1996-2001.
Willmar City Council 1998-2016

List your educational background: BS Business Administration University of Minnesota 1968

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

None

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

Retired

Please return completed application to:

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

Or fax completed forms to:

(320) 235-4917

Willmar Community Center Board
Wednesday, July 12, 2017

Attending:

Board: Darlene Schroeder, Marv Kinzler, Diane Shuck, Lori Park-Smith, Terri Smith, Ben Larson

City Council Liaison: Julie Asmus

Staff: Ryan Harper and Jeff Jagush

Absent:

Board: Mike Jahnke, Doug Sweeter, Jennifer Mendoza, Jan Olney

Staff: Steve Brisendine and Tammy Rudningen, Pam Vruwink

Call to Order: Meeting was called to order by Darlene Schroeder, Chair.

Minutes: Minutes of the June 2017 meeting were approved.

Financial Report: The June financial report was emailed out prior to the meeting. Discussion of financial information was moved to later in the agenda to correspond with related agenda items.

Facility Update:

1. **Stage.** Jeff is working on installing the second the railing.
2. **Sound system.** Darlene will write up a description of how to use the sound system and provide orientation to a representative from the Senior Club and Jeff Jagush.
3. **Storage room.** No progress has been made in cleaning out the storage room. The purchase of light-weight tables has been authorized to replace the heavy long table. They have been ordered. Four music stands extenders to be added.
4. **Music stands.** Four music stands have been purchased. Four extenders should be purchased.
6. **Unisex bathroom.** A lock has been installed and the toilet seat has been fixed.
7. **Facility Rules:** The following guidelines/rules were recommended:
 - No one in kitchen except the host (or their designees); food only at designated tables;
 - Use of the Reynolds room is restricted to 15 years and older during open periods unless there is a supervised activity (exercise equipment is not safe for use by younger children.)
 - The host may close the Sunshine Room, Bremer, Reynolds Rooms at their discretion.
 - Users responsible for rules when renting

Motion made and approved to adopt facility rules. Ryan Harper will make necessary changes to the user agreements.

Staffing:

1. **Work-study students:** Lori Park Smith reported on work study opportunities. There is a financial expectation of 25% or about \$2.50/hour. It was indicated that job descriptions will need to be developed. The need for adequate support and direction (supervision) of work-study students was Ben Larson made the motion to recommend pursuing two work study students at 10-15 hours per week each. The motion was seconded by Julie Asmus. The motion passed.
2. **Coordinator:** It was noted that there is a need for a coordinator, at least on a part-time basis. One person is needed to provide "the glue." This will be especially important if there are work-study

students. It was noted that there is room in the budget for 2017 and 2018. It was noted that we need a “problem-solving” approach to address concerns of the city council and administration.

Schedule:

1. **Fall Schedule.** A copy of the fall program plans were distributed and approved. (Attachment A.)
2. **Dates for Cleaning Floor/Closure of the WCC for that weekend.** It was decided to schedule floor cleaning for Saturday and Sunday, August 26 & 27.

Welcoming the Community:

1. **Guiding Principles:** The Willmar Community Center is open to everyone in the community and is committed to community-building.
2. **Human Rights Act and Discrimination:** It was noted that the WCC is subject to the Minnesota Human Rights Act and that discrimination of protected classes is illegal.

Marketing:

1. **Highway signs:** Steve Brisendine has made arrangements for the highway signs and hopes they will be installed soon.
2. **City Webpage:** The City has developed a new webpage design. There were questions as to what information is allowable and how easy they will be to update. Julie Asmus suggested that the city staff person, Dave Hillenbrand be invited to attend the next WCC Board meeting to provide information scope and parameters of any page used for the Willmar Community Center.

Next Meeting: The next board meeting is Wednesday, August 9 at 3:30 pm at the Willmar Community Center.

The meeting was adjourned.

Respectfully submitted,

Diane Shuck, Secretary

Fall WCC Program Plans – Attachment A

Continue schedule of monthly events:

Game Night – Fridays – 5:30 – 8:30 pm

Open Music Jam (Plugged in) – First Saturday, 6 – 8 pm

Latin Dance – 3rd Saturday

Acoustic Meet & Greet – 3rd Sunday, 5 – 7 pm

Accordion Fest – 4th Sunday

Barn Dance – Last Saturday, 2:30

Open Mic (18 & Under) – Last Saturday, 1:30

Traditional Somali Culture – Last Saturday, 5:30 – 7 pm

Special Events:

Citizenship/Constitution Day – Sunday, September 17

Mariachi Band – Saturday, September 23

Gold Star Mothers Day – Sunday, September 24

Hispanic Heritage Month – September 15 – October 15 (Events yet to be planned and scheduled)

Traditional Somali Weaving – Dates to be scheduled: Funding from SMAC grant

Traditional Somali Dance Instruction – Dates to be scheduled – Funding from SMAC grant

Classes/groups to be continued:

Accordion lessons – Thursday afternoons

Fiddle lessons – Saturday mornings

String Connection – Wednesday or Tuesdays (4:30 – 6:30)

Nutrition Class – Thursdays, 9 am

Aging Class – To be determined

Sharing Stories/Building Community – 1st Saturday of month at 10:30 am

**COMMUNITY ED & RED
JOINT POWERS BOARD
AUGUST 25, 2017**

Members Present: Dave Baumgart, Sally Calvin, Allen Huselid, Ross Magnuson, Linda Mathiasen, Audrey Nelson, Darin Strand

Staff Present: Steve Brisendine, Rob Baumgarn, Ryan Harper, Tom Moore, Tammy Rudningen, Becky Sorenson, Jena Tollefson, Pam Vruwink, Jodi Wambeke

1. Welcome: Darin Strand called the meeting to order.
2. CER Executive Committee Update: Superintendent Jeff Holm and City Administrator Ike Holland have been invited to attend the September meeting of the Executive Committee and the Joint Powers Board. It is hoped to have a decision about the Joint Powers agreement by the end of the year. The Executive Committee will be meeting with Steve Okins, City Finance Director and Pam Harrington, School Director of Business and Finance to determine how money is handled through both the City and the School at a future meeting as well.

The subject of splitting into two groups, Parks and Programming was brought up with the question being asked if we should continue doing this every month. This will continue to be a discussion item as we move through the year to decide our best means of meeting and discussing CER issues.

Financial reports – we are waiting for year-end budget reports from the School side of the department. The City Council will be having a work session regarding the 2018 budget in September as they prepare to approve the 2018 budget in early December.

3. Program Reports: Jodi Wambeke reported on the Early Childhood Programs. ECFE offered 74 classes of which 7 were canceled. They had 1,050 participants (duplicated count). There were 373 children that attended Early Childhood Screening, 160 - 3year-olds; 138 - 4 years olds; 75 – 5 year olds. Less than a handful of children will enter kindergarten not screened. With our preschool programs, we had 11 sections, one of which is an all day, every day program. There were 199 children that attended preschool throughout the year. We had a total of 174 spots.

Preschool for this school year is currently full with a waitlist of 31 children. Our plan is to open additional sections of preschool at Lakeland when that building opens. In the fall of 2018, all 4-year-old programming will move into the elementary buildings. Audrey Nelson asked if we knew about openings in community preschools. Jodi reported that she had contacted the centers last fall about enrollments and most were at capacity.

**Joint Powers Board Meeting
August 25, 2017, Page 2**

Tom Moore presented his report next. He stated that we offered 57 programs with 4 being cancelled. There were 1,600 participants with an average of 28 class size. There were 18 programs that did not meet revenue expectations. There were 24 part-time staff that worked the 53 programs. Tom stated that we had one Somali staff member which helped a great deal.

The format of some of the programs was changed to station training. Darin Strand asked about focus groups. Dave Baumgart said that Shannon Cayler was at the meeting and was very involved in the program. He also commended Tom for a good job getting out and meeting everyone.

Allen Huselid asked what happens to the income. Steve Brisendine stated the School money goes back into the budget code. City revenue goes into the General Fund. Darin Strand stated that the activities that his children participated in were mostly outside. He also said we need to include sites in the focus groups.

We issued 72 scholarships for a total of \$2,200 since April 1. Steve stated that we had written a grant to the Kiwanis who gave us \$5,000 August of 2016. The remaining balance of scholarship money is about \$2,050.

Linda Mathiasen asked if we were going to take inventory of equipment. Tom stated that we have started that process and many pieces of equipment such as helmets, catcher's equipment, etc. have been thrown. Staff finished cleaning the Newman Center and has given Tom the inventory list. Ross Magnuson asked about football helmets, wondering if we are compliant with regulations and the concussion protocol. Tom said that the helmets have been checked and are in good conditions. Coaches are trained in concussion protocol.

Linda Mathiasen asked if the community engagement specialists can encourage youth to get into sports. Steve said the child guides in the elementary schools are good about encouraging and getting children to sign up for classes. Ross Magnuson said that there are not as many 3 sport athletes as there used to be and that might be the reason numbers seem to be down. Audrey stated it would be good to get more Somalis involved in sports. Creating intermural leagues was suggested.

Ryan Harper presented his report on Adult Leagues:

Men's Softball Gold League had 6 teams - fees collected \$1,950.

Men's Softball Bronze League had 8 teams— fees collected \$2,600

Total revenue for both leagues is \$1,530.

Co-Rec Softball had 12 teams with \$3,240 collected in fees and revenue at \$1,790

Church Softball had 11 teams (6 Gold, 5 Bronze) with \$2,970 fees and revenue at \$1,530.

Joint Powers Board Meeting
August 25, 2017, Page 3

There were three less teams than last year.

Sunday Soccer had 9 teams with fees at \$5,850, revenue \$3,120

Total fees collected - \$16,610 Cost of officials - \$6,995 Field Prep - \$550 Softballs - \$2,174

Field usage for games this season: Baker – 110 Orange – 65
Red – 123 Yellow – 139
Blue – 25 (more practices than games)

Stingers and the College are the only ones to pay field rental.

Audrey Nelsen and Linda Mathiasen would like more detail on field usage. Dave Baumgart stated that Orange needs to be improved. Audrey Nelsen said that we need to have a more detailed study of field usage.

Robbins Island reservation numbers were given out. Guri – 56, Leaf – 14, Green – 16, Hilltop – 14, Open Shelters – 61; Special Events - 13

Tammy Rudningen presented her report next. Most instructors are paid 70% of the amount collected from class fees with the remaining 30% going to Community Ed and Rec.

Theatre classes at the Barn Theatre, taught by Nikkl Erickson, have been very popular. Art classes are also popular.

HAWK (Healthy Active Willmar Kids encourages good sportsmanship, participation, etc.

Adult programs – we don't offer many adult programs in the summer as adults don't tend to register in the summer.

Trips – have offered a couple of half day trips that have been well attended.

Special Needs programs are seeing a declining enrollment. The reason for this is group homes don't have enough staff to be able to bring clients to programs.

We still continue in our partnership with Prairie Woods Environmental Learning Center.

Joint Powers Board Meeting
August 25, 2017, Page 4

Jena Tollefson presented her report on Cardinal Place. There were 200 registered this summer. Many different activities were offered including a Twins game which unfortunately was rain delayed and was barely started before the bus had to leave but the kids had a good time checking out the concessions and gift booths. Cardinal Place continued to offer rides to kids registered for Community Ed & Rec programs.

Steve Brisendine thanked Jena for her years of service to Cardinal Place and wished her well in her new job at the District Office.

Pam Vruwink gave her report on the Aquatic Center.

June – 21 days – 16 open; attendance - 187

July – 31 days – 29 open; attendance - 324

August – 19 days – 13 open; attendance – 178

The following events were offered at the Aquatic Center: Adapted Swim, Bar Path CrossFit, Community Water Safety Awareness, FitMat Yoga, Itty Bitty Beach Party, People First Night (attendance decreasing to 4 and 6), private rentals, Stinger Splashtacular, Summer Carnival, Toddler Splash-a parent/child activity.

Robbins Island – lifeguards on duty Tuesday thru Sundays - 6 days in June and 19 in July.
Staff numbers – 8 swim lesson instructors and 36 at the Aquatic Center and Robbins Island.

There were 446 swim lesson participants: Parent/Child – 43; Level 1 – 113; Level 2 – 83; Level 3 – 88; Level 4 – 53 and Level 5 – 23.

Audrey Nelsen asked about the crack in the bottom of the pool. Pam stated that it was fixed this spring and should hopefully last 2-3 years before something major has to be done.

Rob Baumgarn talked about the dry floor events at the Arena during March through June. He also mentioned a group is planning a concert of Country Singer Luke Combs. The cost to bring him to town is \$15,000 and would be through a private party. Some other events at the Arena are Cross Fit games and possibly two wedding receptions.

Overall, there were 17 events, 31 days of operation, 151 hours of operation. Rob has adjusted the work schedule of full time staff so they can work Saturday or Sunday.

Rob stated this year was the last Ag Show and there was no Builders Show. The home show has increased in size. A question was asked about rental fees at the Arena. Rob replied that the rental fee for a concert is \$680 plus a percentage of the ticket sales. The cost to rent the Arena is \$580. Rob said the Life Connections was bigger this year because Patty Wetterling spoke.

The ice is on. WarHawks start practice next week

Joint Powers Board Meeting
August 25, 2017, Page 5

4. Park Projects Update: Steve spoke about Rice Park. The pipes for the Splash Pad have been installed. Footings and foundation are in place. We are waiting for block for the shelter. The shelter should be completed within 3 weeks after the blocks are installed.

Miller Park – We are in the process of finishing up the bid documents. The items for Miller are four tennis courts and playground equipment. Hopefully this will be completed by June 15.

As there was no other business, the meeting adjourned. The next Executive Committee meeting will be September 8. The next Joint Powers Board meeting will be September 22.

Vendor Payments 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
AFFILIATED MED CENTERS			000028											
	50198	08/30/17	FIREFIGHTER PHYSICALS	4,429.50		4911012/8-17		D	N				SUBSISTENCE OF P	101.42412.0337
	50198	08/30/17	NEW HIRE PHYSICAL	968.80		4913000/8-17		D	N				SUBSISTENCE OF P	101.42411.0337
			VENDOR TOTAL	5,398.30		*CHECK TOTAL								
AFFORDABLE PUMPING SERVI			002404											
	50199	08/30/17	SEPTIC PUMPING	380.00		37005		D	N				CLEANING AND WAS	230.43430.0338
AG WATER MANAGEMENT			.02706											
	50200	08/30/17	TELEVISED SEWERS	610.90		2017-81		D	N				MTCE. OF OTHER I	651.48485.0336
ALEX AIR APPARATUS INC			002061											
	50201	08/30/17	ADAPTERS	592.00		33844		D	N				MTCE. OF EQUIPME	101.42412.0224
ALPHA TRAINING & TACTICS			003136											
	50202	08/30/17	3 MILITARY HELMET BAGS	99.00		2017150		D	N				GENERAL SUPPLIES	101.42411.0229
AMERICAN ENGINEERING TES			002525											
	50203	08/30/17	RICE PARK SOIL TESTING	861.90		1300536		D	N				OTHER IMPROVEMEN	450.45438.0554
ARCH LANGUAGE NETWORK			003345											
	50204	08/30/17	INTERPRETED 06/21/17	65.00		56101		D	N				PROFESSIONAL SER	101.42411.0446
AT&T MOBILITY			000075											
	50205	08/30/17	MOBILE HOTSPOT	50.65		X08232017		D	N				COMMUNICATIONS	101.41409.0330
BACKES TECHNOLOGY SERVIC			000087											
	50206	08/30/17	CAT 5E WIRE RUN-PARTS	121.00		16119		D	N				MTCE. OF STRUCTU	101.41408.0225
	50206	08/30/17	CAT 5E WIRE RUN-LABOR	190.00		16119		D	N				MTCE. OF STRUCTU	101.41408.0335
	50206	08/30/17	INST. NETWORK RACK-PARTS	480.31		16141		D	N				MTCE. OF STRUCTU	101.43425.0225
	50206	08/30/17	INST. NETWORK RACK-LABOR	380.00		16141		D	N				MTCE. OF STRUCTU	101.43425.0335
	50206	08/30/17	PUBLIC WORKS PHONE SYS	2,600.26		16150		D	N				SMALL TOOLS	101.41409.0221
	50206	08/30/17	ONE TIME LICENSE FEE	363.53		16150		D	N				LICENSES AND TAX	101.41409.0445
			VENDOR TOTAL	4,135.10		*CHECK TOTAL								
BAUMGARN			003205											
	50207	08/30/17	CONCESSION STAND STARTUP	800.00		082117		D	N				PETTY CASH	101.102000
BERNICK'S PEPSI-COLA CO			000103											
	50208	08/30/17	CONCESSION SUPPLIES	248.64		11057		D	N				GENERAL SUPPLIES	101.45437.0229
BEST WESTERN			000900											
	50209	08/30/17	CONV. BID FULFILLMENT	250.00		19876		D	N				OTHER CHARGES	208.45008.0449
BK PLUMBING & HEATING			002889											
	50188	08/17/17	RESTROOM REMODEL PROJ	55,625.00		10155		D	N				BUILDINGS AND ST	450.45433.0551

Vendor Payments 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
BME LAB AND SCIENCE			002850											
	50210	08/30/17	AUTOCLAVE CALIBRATION	831.99		51011		D	N				MTCE. OF EQUIPME	651.48484.0334
BOLTON & MENK INC			001010											
	50211	08/30/17	1ST ST OVERLAY/SIGNALS	1,397.50		0204344		D	N				PROFESSIONAL SER	497.48453.0446
	50211	08/30/17	CONSULTANT FEES	684.52		0204344		D	N				PROFESSIONAL SER	497.48453.0446
	50211	08/30/17	1ST ST OVERLAY/SIGNALS	525.00		0205837		D	N				PROFESSIONAL SER	497.48453.0446
	50211	08/30/17	STREET RECONSTRUCTION	8,374.00		0207073		D	N				PROFESSIONAL SER	497.48451.0446
	50211	08/30/17	LAKELAND DR OVERLAY	28,433.50		0207074		D	N				PROFESSIONAL SER	497.48452.0446
				39,414.52										
			VENDOR TOTAL	39,414.52										
BORGERDING MANAGEMENT			.02307											
	50212	08/30/17	SIGN DEPOSIT REF 2017-15	100.00		2017-15		D	N				DEPOSITS-SIGN PE	101.230001
BRENT RICHTER CONSULTING			.02712											
	50213	08/30/17	STRESS MGMT CONSULT	300.00		17-1644		D	N				SUBSISTENCE OF P	101.42411.0337
BSE			001980											
	50214	08/30/17	2018 SOFTWARE SUPPORT	1,462.50		913589643		D	N				PREPAID EXPENSES	651.128000
	50214	08/30/17	2017 SOFTWARE SUPPORT	487.50		913589643		D	N				MTCE. OF EQUIPME	651.48484.0334
				1,950.00										
			VENDOR TOTAL	1,950.00										
BUCKINGHAM/BRIDGET			003290											
	50215	08/30/17	HR LAW SEMINAR-MILEAGE	100.26		071817		D	N				TRAVEL-CONF.-SCH	101.41400.0333
	50215	08/30/17	HR PWR OF DIFFERENT TRNG	20.00		082217		D	N				TRAVEL-CONF.-SCH	101.41400.0333
	50215	08/30/17	HR VETERANS PREF. TRNG	20.00		082817		D	N				TRAVEL-CONF.-SCH	101.41400.0333
				140.26										
			VENDOR TOTAL	140.26										
BUSINESSWARE SOLUTIONS			002776											
	50216	08/30/17	PRINT/PAGE COUNT	55.91		276728		D	N				OFFICE SUPPLIES	101.41400.0220
	50216	08/30/17	PRINT/PAGE COUNT	37.11		276728		D	N				OFFICE SUPPLIES	101.41402.0220
	50216	08/30/17	PRINT/PAGE COUNT	24.00		276728		D	N				OFFICE SUPPLIES	101.41403.0220
	50216	08/30/17	PRINT/PAGE COUNT	155.52		276728		D	N				OFFICE SUPPLIES	101.41405.0220
	50216	08/30/17	PRINT/PAGE COUNT	12.05		276728		D	N				OFFICE SUPPLIES	101.41409.0220
	50216	08/30/17	PRINT/PAGE COUNT	231.51		276728		D	N				OFFICE SUPPLIES	101.42411.0220
	50216	08/30/17	PRINT/PAGE COUNT	27.16		276728		D	N				OFFICE SUPPLIES	101.43417.0220
	50216	08/30/17	PRINT/PAGE COUNT	114.53		276728		D	N				OFFICE SUPPLIES	101.43425.0220
	50216	08/30/17	PRINT/PAGE COUNT	39.00		276728		D	N				OFFICE SUPPLIES	101.45001.0220
	50216	08/30/17	PRINT/PAGE COUNT	14.47		276728		D	N				OFFICE SUPPLIES	101.45433.0220
	50216	08/30/17	PRINT/PAGE COUNT	1.12		276728		D	N				OFFICE SUPPLIES	101.45435.0220
	50216	08/30/17	PRINT/PAGE COUNT	0.36		276728		D	N				OFFICE SUPPLIES	651.48484.0220
				712.74										
			VENDOR TOTAL	712.74										
CALVIN/MARVIN B			001998											
	50217	08/30/17	LAKES ASSN MTG-MEALS	11.00		081617		D	N				TRAVEL-CONF.-SCH	101.41401.0333

Vendor Payments 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
CALVIN/MARVIN B														
			001998											
	50217	08/30/17	NURSES MEETING-MEALS	11.00		081717		D	N				TRAVEL-CONF.-SCH	101.41401.0333
	50217	08/30/17	CGMC MEETING-MEALS	22.00		082117		D	N				TRAVEL-CONF.-SCH	101.41401.0333
			VENDOR TOTAL	44.00		*CHECK TOTAL								
				44.00										
CARDMEMBER SERVICE			002365											
	50189	08/23/17	2018 HTCIA MBRSH DUES	25.00		STMT/7-17		D	N				PREPAID EXPENSES	101.128000
	50189	08/23/17	2019 HTCIA MBRSH DUES	25.00		STMT/7-17		D	N				PREPAID EXPENSES	101.128000
	50189	08/23/17	2020 HTCIA MBRSH DUES	12.50		STMT/7-17		D	N				PREPAID EXPENSES	101.128000
	50189	08/23/17	2018 FIREWALL SUBSCRIP.	267.18		STMT/7-17		D	N				PREPAID EXPENSES	101.128000
	50189	08/23/17	2019 FIREWALL SUBSCRIP.	267.18		STMT/7-17		D	N				PREPAID EXPENSES	101.128000
	50189	08/23/17	2020 FIREWALL SUBSCRIP.	133.60		STMT/7-17		D	N				PREPAID EXPENSES	101.128000
	50189	08/23/17	2018 DNS MBRSH DUES	30.00		STMT/7-17		D	N				PREPAID EXPENSES	101.128000
	50189	08/23/17	2019 DNS MBRSH DUES	30.00		STMT/7-17		D	N				PREPAID EXPENSES	101.128000
	50189	08/23/17	2020 DNS MBRSH DUES	17.35		STMT/7-17		D	N				PREPAID EXPENSES	101.128000
	50189	08/23/17	2018 EMAIL SSL CERTIF.	239.64		STMT/7-17		D	N				PREPAID EXPENSES	101.128000
	50189	08/23/17	2019 EMAIL SSL CERTIF.	239.64		STMT/7-17		D	N				PREPAID EXPENSES	101.128000
	50189	08/23/17	2020 EMAIL SSL CERTIF.	119.90		STMT/7-17		D	N				PREPAID EXPENSES	101.128000
	50189	08/23/17	PRINTER INK	48.06		STMT/7-17		D	N				OFFICE SUPPLIES	101.41400.0220
	50189	08/23/17	MONITOR STAND	16.93		STMT/7-17		D	N				SMALL TOOLS	101.41409.0221
	50189	08/23/17	APPLE IPAD MINI	303.98		STMT/7-17		D	N				SMALL TOOLS	101.41409.0221
	50189	08/23/17	POWER STRIP	34.18		STMT/7-17		D	N				SMALL TOOLS	101.41409.0221
	50189	08/23/17	FIBER OPTIC CABLES	100.56		STMT/7-17		D	N				SMALL TOOLS	101.41409.0221
	50189	08/23/17	SWITCH BRACKETS	111.92		STMT/7-17		D	N				SMALL TOOLS	101.41409.0221
	50189	08/23/17	TABLET COVERS	29.91		STMT/7-17		D	N				MTCE. OF EQUIPME	101.41409.0224
	50189	08/23/17	2017 FIREWALL SUBSCRIP.	133.60		STMT/7-17		D	N				SUBSCRIPTIONS AN	101.41409.0443
	50189	08/23/17	2017 DNS MBRSH DUES	12.50		STMT/7-17		D	N				SUBSCRIPTIONS AN	101.41409.0443
	50189	08/23/17	OFF SITE BACKUP	34.99		STMT/7-17		D	N				SUBSCRIPTIONS AN	101.41409.0443
	50189	08/23/17	2017 EMAIL SSL CERTIF.	119.82		STMT/7-17		D	N				LICENSES AND TAX	101.41409.0445
	50189	08/23/17	WEB DESIGNER SFTWRE LIC.	111.65		STMT/7-17		D	N				LICENSES AND TAX	101.41409.0445
	50189	08/23/17	APPLE IPAD MINI	303.98		STMT/7-17		D	N				SMALL TOOLS	101.42411.0221
	50189	08/23/17	2017 HTCIA MBRSH DUES	12.50		STMT/7-17		D	N				SUBSCRIPTIONS AN	101.42411.0443
	50189	08/23/17	2 WHEEL CART	230.84		STMT/7-17		D	N				SMALL TOOLS	101.42412.0221
	50189	08/23/17	SUPPLIES FOR POOL PARTY	15.82		STMT/7-17		D	N				GENERAL SUPPLIES	101.42412.0229
	50189	08/23/17	REPAIRED HEADSETS-LABOR	800.00		STMT/7-17		D	N				MTCE. OF EQUIPME	101.42412.0334
	50189	08/23/17	WRAC 8 CABLES	49.37		STMT/7-17		D	N				SMALL TOOLS	101.45001.0221
	50189	08/23/17	BROADCASTER SUBSCRIP.	49.00		STMT/7-17		D	N				SUBSCRIPTIONS AN	101.45001.0443
			VENDOR TOTAL	3,926.60		*CHECK TOTAL								
				3,926.60										
CARRANZA/NOE			002547											
	50218	08/30/17	INTERPRETED 08/20/17	50.00		082017		D	M	07			PROFESSIONAL SER	101.42411.0446
CENTERPOINT ENERGY			000467											
	50219	08/30/17	NATURAL GAS-AUG	45.96		6007939/8-17		D	N				UTILITIES	101.43425.0332
	50219	08/30/17	NATURAL GAS-AUG	16.03		6038773/8-17		D	N				UTILITIES	101.43425.0332
	50219	08/30/17	NATURAL GAS-AUG	19.47		6069198/8-17		D	N				UTILITIES	101.43425.0332

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
DUININCK CONCRETE			000151											
	50225	08/30/17	CONCRETE FOR CURBING	445.73		85745		D	N				MTCE. OF OTHER I	101.43425.0226
ELECTRIC PUMP INC			000788											
	50226	08/30/17	PUMP SUPPLIES	165.61		0060930		D	N				MTCE. OF EQUIPME	651.48485.0224
EMERGENCY RESPONSE SOLUT			003048											
	50227	08/30/17	FIREFIGHTER GLOVES	511.11		9250		D	N				SUBSISTENCE OF P	101.42412.0227
EVANS/JASON			002177											
	50228	08/30/17	FUEL REIMBURSEMENT	15.00		082217		D	N				MOTOR FUELS AND	101.42411.0222
	50228	08/30/17	UNIFORMS FOR 3228-MEALS	11.00		082217		D	N				SUBSISTENCE OF P	101.42411.0227
			VENDOR TOTAL	26.00										
													*CHECK TOTAL	
FAMILY PRACTICE MED CENT			000245											
	50229	08/30/17	DRUG TESTING	133.00		45/8-17		D	N				SUBSISTENCE OF P	101.43425.0337
	50229	08/30/17	DRUG TESTING	47.00		45/8-17		D	N				SUBSISTENCE OF P	651.48484.0337
			VENDOR TOTAL	180.00										
													*CHECK TOTAL	
FARM-RITE EQUIPMENT			003002											
	50230	08/30/17	COUPLER	49.98		P12723		D	N				INVENTORIES-MDSE	101.125000
FASTENAL COMPANY			001188											
	50231	08/30/17	DRILL BIT	0.83		MNWIL159265		D	N				SMALL TOOLS	651.48484.0221
	50231	08/30/17	SWIVEL EYE SNAP RINGS	52.65		MNWIL160073		D	N				GENERAL SUPPLIES	651.48484.0229
	50231	08/30/17	NUTS/BOLTS-LOADOUT CHUTE	6.45		MNWIL160218		D	N				MTCE. OF EQUIPME	651.48486.0224
			VENDOR TOTAL	59.93										
													*CHECK TOTAL	
FELT *PETTY CASH/JIM			000723											
	50232	08/30/17	TO REIMBURSE PETTY CASH	206.40		073117		D	N				SUBSISTENCE OF P	101.42411.0227
	50232	08/30/17	TO REIMBURSE PETTY CASH	16.96		073117		D	N				GENERAL SUPPLIES	101.42411.0229
	50232	08/30/17	TO REIMBURSE PETTY CASH	12.58		073117		D	N				SUBSCRIPTIONS AN	101.42411.0443
			VENDOR TOTAL	235.94										
													*CHECK TOTAL	
FENSTRA REAL ESTATE			.02713											
	50233	08/30/17	EARNEST MONEY FOR PRPTY	100.00		082917		D	N				LICENSES AND TAX	101.41401.0445
FIREBYTES LLC			003090											
	50234	08/30/17	DELL NETWORKING SWITCH	3,039.00		INV-0832		D	M	07			SMALL TOOLS	101.41409.0221
FLEETPRIDE			002973											
	50235	08/30/17	SALES TAX REF. IN ERROR	4.14		512168		D	N				REFUNDS AND REIM	651.48484.0882
FLEXIBLE PIPE TOOL CO			000273											
	50236	08/30/17	JETTER PARTS	716.00		21483		D	N				MTCE. OF EQUIPME	651.48485.0224

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
FORUM COMMUNICATIONS COM						002269								
	50237	08/30/17	HRNG-VACATE UTIL. EASMNT	143.00		C-03007208		D	N				PRINTING AND PUB	101.41401.0331
GAUER *PETTY CASH/JIM						000745								
	50238	08/30/17	TO REIMBURSE PETTY CASH	15.49		081617		D	N				OFFICE SUPPLIES	651.48484.0220
	50238	08/30/17	TO REIMBURSE PETTY CASH	11.88		081617		D	N				POSTAGE	651.48484.0223
	50238	08/30/17	TO REIMBURSE PETTY CASH	12.80		081617		D	N				MTCE. OF EQUIPME	651.48484.0224
	50238	08/30/17	TO REIMBURSE PETTY CASH	3.49		081617		D	N				MTCE. OF STRUCTU	651.48484.0225
	50238	08/30/17	TO REIMBURSE PETTY CASH	37.03		081617		D	N				GENERAL SUPPLIES	651.48484.0229
	50238	08/30/17	TO REIMBURSE PETTY CASH	9.58		081617		D	N				POSTAGE	651.48486.0223
	50238	08/30/17	TO REIMBURSE PETTY CASH	0.83		081617		D	N				MTCE. OF EQUIPME	651.48486.0224
	50238	08/30/17	TO REIMBURSE PETTY CASH	0.52		081617		D	N				GENERAL SUPPLIES	651.48486.0229
				91.62										
				91.62										
			VENDOR TOTAL	91.62										
GENERAL MAILING SERVICES						000293								
	50239	08/30/17	POSTAGE 08/07-08/11/17	1.18		37929		D	N				POSTAGE	101.41400.0223
	50239	08/30/17	POSTAGE 08/07-08/11/17	0.59		37929		D	N				POSTAGE	101.41401.0223
	50239	08/30/17	POSTAGE 08/07-08/11/17	72.57		37929		D	N				POSTAGE	101.41402.0223
	50239	08/30/17	POSTAGE 08/07-08/11/17	80.50		37929		D	N				POSTAGE	101.41403.0223
	50239	08/30/17	POSTAGE 08/07-08/11/17	15.00		37929		D	N				POSTAGE	101.41408.0223
	50239	08/30/17	POSTAGE 08/07-08/11/17	1.77		37929		D	N				POSTAGE	101.42412.0223
	50239	08/30/17	POSTAGE 08/07-08/11/17	0.59		37929		D	N				POSTAGE	101.43417.0223
	50239	08/30/17	POSTAGE 08/07-08/11/17	7.40		37929		D	N				POSTAGE	101.43425.0223
	50239	08/30/17	POSTAGE 08/07-08/11/17	0.59		37929		D	N				POSTAGE	101.45432.0223
	50239	08/30/17	POSTAGE 08/07-08/11/17	4.91		37929		D	N				POSTAGE	230.43430.0223
				185.10										
				185.10										
			VENDOR TOTAL	185.10										
HANSEN ADVERTISING SPECI						000321								
	50240	08/30/17	DRESS SHIRTS/CARDIGANS	193.00		37568		D	N				SUBSISTENCE OF P	101.41402.0227
HAUG-KUBOTA LLC						002609								
	50241	08/30/17	#151344-DECK BUSHINGS	124.97		10201		D	N				MTCE. OF EQUIPME	101.43425.0224
	50241	08/30/17	FUEL PUMP	136.92		10233		D	N				INVENTORIES-MDSE	101.125000
				261.89										
				261.89										
			VENDOR TOTAL	261.89										
HAWKINS INC						000325								
	50242	08/30/17	FERRIC CHLORIDE	4,661.15		4136217 RI		D	N				GENERAL SUPPLIES	651.48484.0229
HD SUPPLY WATERWORKS LTD						002130								
	50243	08/30/17	HYDRANT REPAIR KIT	212.98		H601350		D	N				MTCE. OF OTHER I	651.48484.0226
HILLENBRAND/DAVID						002497								
	50244	08/30/17	MILEAGE 5/12-8/25/17	64.20		082817		D	N				TRAVEL-CONF.-SCH	101.41409.0333
HOLLAND/ISAAC						003297								
	50245	08/30/17	LMC CONF-MILEAGE EXP.	192.60		061617		D	N				TRAVEL-CONF.-SCH	101.41400.0333

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
HOLLAND/ISAAC			003297											
	50245	08/30/17	CGMC CONF-LODGING EXP.	220.72		080417		D	N				TRAVEL-CONF.-SCH	101.41400.0333
	50245	08/30/17	CGMC CONF-MILEAGE EXP.	116.62		080417		D	N				TRAVEL-CONF.-SCH	101.41400.0333
			VENDOR TOTAL	529.94		*CHECK TOTAL								
HORIZON COMMERCIAL POOL			003075											
	50246	08/30/17	POOL CHEMICALS	1,534.05		170719107		D	N				MTCE. OF OTHER I	101.45437.0226
IBARRA/MARIA			.02707											
	50247	08/30/17	REFUND SHELTER DEPOSIT	50.00		082217		D	N				DEPOSITS	101.230000
INDEPENDENT SCHOOL DIST			000348											
	50248	08/30/17	MAY CER	6,433.72		082117		D	N				DUE TO SCHOOL -	101.223002
	50248	08/30/17	JUN CER	23,429.07		082117		D	N				DUE TO SCHOOL -	101.223002
			VENDOR TOTAL	29,862.79		*CHECK TOTAL								
INDUSTRIAL MAINT SUPPLIE			000349											
	50249	08/30/17	CATCH BASIN REPAIR-LAB	2,250.00		6076		D	N				MTCE. OF OTHER I	101.43425.0336
INTERSTATE POWER SYSTEMS			001699											
	50250	08/30/17	LASER ALIGNMENT TOOL	1,442.01		1704313 RI		D	N				SMALL TOOLS	651.48484.0221
JENSEN/MATT			.02708											
	50251	08/30/17	REFUND SHELTER DEPOSIT	50.00		082217		D	N				DEPOSITS	101.230000
JOBSHQ			002923											
	50252	08/30/17	ENGINEER 1 AD	672.16		103559/7-17		D	N				ADVERTISING	101.43417.0447
KAFATI/CYNTHIA			.02709											
	50253	08/30/17	REFUND SHELTER DEPOSIT	50.00		082217		D	N				DEPOSITS	101.230000
KANDIYOHI CO & CITY OF W			001465											
	50254	08/30/17	BUSINESS IN FOCUS AD	750.00		082817		D	N				ADVERTISING	101.41402.0447
KEEPRS INC			001905											
	50255	08/30/17	CSO PANTS	44.99		353175		D	N				SUBSISTENCE OF P	101.42411.0227
	50255	08/30/17	HECK-UNIFORMS	139.99		355017		D	N				SUBSISTENCE OF P	101.42411.0227
			VENDOR TOTAL	184.98		*CHECK TOTAL								
KIM'S ELECTRIC LLC			002849											
	50193	08/23/17	ELEC WORK-TIRE CHANGER	995.17		6827		D	N				FURNITURE AND EQ	450.43425.0552
KING'S ELECTRIC LLC			003138											
	50256	08/30/17	REPL. BALLAST-PARTS	51.43		570		D	M	07			MTCE. OF STRUCTU	101.45435.0225
	50256	08/30/17	REPL. BALLAST-LABOR	65.00		570		D	M	07			MTCE. OF STRUCTU	101.45435.0335

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KING'S ELECTRIC LLC			003138											
	50256	08/30/17	REPL. BALLAST-PARTS	18.45		575		D	M	07			MTCE. OF STRUCTU	101.41408.0225
	50256	08/30/17	REPL. BALLAST-LABOR	70.00		575		D	M	07			MTCE. OF STRUCTU	101.41408.0335
	50256	08/30/17	PWR STRIP/PUMP SWITCH	135.39		578		D	M	07			MTCE. OF STRUCTU	101.45001.0225
	50256	08/30/17	PWR STRIP/PUMP SWITCH	310.00		578		D	M	07			MTCE. OF STRUCTU	101.45001.0335
	50256	08/30/17	REPL. BALLAST/PLUG MOLD	166.96		579		D	M	07			MTCE. OF STRUCTU	101.41408.0225
	50256	08/30/17	REPL. BALLAST/PLUG MOLD	490.00		579		D	M	07			MTCE. OF STRUCTU	101.41408.0335
			VENDOR TOTAL	1,307.23										
				1,307.23										
LAKELAND BROADCASTING CO			002187											
	50257	08/30/17	GOING GREEN ADS	6,500.00		CC-W-117076886		D	N				CIVIC PROMOTION	101.45428.0812
LEAGUE OF MN CITIES INS			000983											
	50196	08/28/17	MUNICIPAL LIABILITY IN	9,786.00		40000823/17		D	N				INSURANCES AND B	101.41402.0441
	50196	08/28/17	AUTO LIAB/PHYS DAMAGE	137.00		40000823/17		D	N				INSURANCES AND B	101.41402.0441
	50196	08/28/17	PROPERTY INS PREMIUM	959.00		40000823/17		D	N				INSURANCES AND B	101.41408.0441
	50196	08/28/17	EQUIPMENT INS PREMIUM	437.00		40000823/17		D	N				INSURANCES AND B	101.41408.0441
	50196	08/28/17	AUTO LIAB/PHYS DAMAGE	69.00		40000823/17		D	N				INSURANCES AND B	101.41408.0441
	50196	08/28/17	PROPERTY INS PREMIUM	222.00		40000823/17		D	N				INSURANCES AND B	101.41409.0441
	50196	08/28/17	EQUIPMENT INS PREMIUM	68.00		40000823/17		D	N				INSURANCES AND B	101.41409.0441
	50196	08/28/17	MOBILE PROPERTY PREMIU	3,582.00		40000823/17		D	N				INSURANCES AND B	101.41428.0441
	50196	08/28/17	MUNICIPAL LIABILITY IN	8,222.00		40000823/17		D	N				INSURANCES AND B	101.41428.0441
	50196	08/28/17	MUNICIPAL LIABILITY IN	7,149.00		40000823/17		D	N				INSURANCES AND B	101.41428.0441
	50196	08/28/17	MUNICIPAL LIABILITY IN	6,526.00		40000823/17		D	N				INSURANCES AND B	101.41428.0441
	50196	08/28/17	AUTO LIAB/PHYS DAMAGE	25.00		40000823/17		D	N				INSURANCES AND B	101.41428.0441
	50196	08/28/17	PROPERTY INS PREMIUM	220.00		40000823/17		D	N				INSURANCES AND B	101.42411.0441
	50196	08/28/17	EQUIPMENT INS PREMIUM	97.00		40000823/17		D	N				INSURANCES AND B	101.42411.0441
	50196	08/28/17	MUNICIPAL LIABILITY I	21,275.00		40000823/17		D	N				INSURANCES AND B	101.42411.0441
	50196	08/28/17	AUTO LIAB/PHYS DAMAGE	4,677.00		40000823/17		D	N				INSURANCES AND B	101.42411.0441
	50196	08/28/17	PROPERTY INS PREMIUM	807.00		40000823/17		D	N				INSURANCES AND B	101.42412.0441
	50196	08/28/17	EQUIPMENT INS PREMIUM	377.00		40000823/17		D	N				INSURANCES AND B	101.42412.0441
	50196	08/28/17	AUTO LIAB/PHYS DAMAGE	2,838.00		40000823/17		D	N				INSURANCES AND B	101.42412.0441
	50196	08/28/17	AUTO LIAB/PHYS DAMAGE	239.00		40000823/17		D	N				INSURANCES AND B	101.43417.0441
	50196	08/28/17	PROPERTY INS PREMIUM	13,646.00		40000823/17		D	N				INSURANCES AND B	101.43425.0441
	50196	08/28/17	EQUIPMENT INS PREMIUM	1,249.00		40000823/17		D	N				INSURANCES AND B	101.43425.0441
	50196	08/28/17	MOBILE PROPERTY PREMIU	1,208.00		40000823/17		D	N				INSURANCES AND B	101.43425.0441
	50196	08/28/17	AUTO LIAB/PHYS DAMAGE	3,043.00		40000823/17		D	N				INSURANCES AND B	101.43425.0441
	50196	08/28/17	PROPERTY INS PREMIUM	1,139.00		40000823/17		D	N				INSURANCES AND B	101.45427.0441
	50196	08/28/17	EQUIPMENT INS PREMIUM	531.00		40000823/17		D	N				INSURANCES AND B	101.45427.0441
	50196	08/28/17	PROPERTY INS PREMIUM	137.00		40000823/17		D	N				INSURANCES AND B	101.45432.0441
	50196	08/28/17	EQUIPMENT INS PREMIUM	6.00		40000823/17		D	N				INSURANCES AND B	101.45432.0441
	50196	08/28/17	AUTO LIAB/PHYS DAMAGE	69.00		40000823/17		D	N				INSURANCES AND B	101.45432.0441
	50196	08/28/17	PROPERTY INS PREMIUM	2,485.00		40000823/17		D	N				INSURANCES AND B	101.45433.0441
	50196	08/28/17	EQUIPMENT INS PREMIUM	1,505.00		40000823/17		D	N				INSURANCES AND B	101.45433.0441
	50196	08/28/17	MOBILE PROPERTY PREMIUM	28.00		40000823/17		D	N				INSURANCES AND B	101.45433.0441
	50196	08/28/17	AUTO LIAB/PHYS DAMAGE	58.00		40000823/17		D	N				INSURANCES AND B	101.45433.0441
	50196	08/28/17	PROPERTY INS PREMIUM	876.00		40000823/17		D	N				INSURANCES AND B	101.45435.0441
	50196	08/28/17	EQUIPMENT INS PREMIUM	199.00		40000823/17		D	N				INSURANCES AND B	101.45435.0441
	50196	08/28/17	PROPERTY INS PREMIUM	2,927.00		40000823/17		D	N				INSURANCES AND B	101.45437.0441

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LEAGUE OF MN CITIES INS			000983											
	50196	08/28/17	EQUIPMENT INS PREMIUM	229.00		40000823/17		D	N				INSURANCES AND B	101.45437.0441
	50196	08/28/17	PROPERTY INS PREMIUM	8,326.00		40000823/17		D	N				INSURANCES AND B	230.43430.0441
	50196	08/28/17	EQUIPMENT INS PREMIUM	481.00		40000823/17		D	N				INSURANCES AND B	230.43430.0441
	50196	08/28/17	PROPERTY INS PREMIUM	19,423.00		40000823/17		D	N				INSURANCES AND B	651.48485.0441
	50196	08/28/17	EQUIPMENT INS PREMIUM	8,917.00		40000823/17		D	N				INSURANCES AND B	651.48485.0441
	50196	08/28/17	MOBILE PROPERTY PREMIUM	69.00		40000823/17		D	N				INSURANCES AND B	651.48485.0441
	50196	08/28/17	AUTO LIAB/PHYS DAMAGE	663.00		40000823/17		D	N				INSURANCES AND B	651.48485.0441
	50196	08/28/17	PROPERTY INS PREMIUM	1,431.00		40000823/17		D	N				INSURANCES AND B	816.41402.0441
	50196	08/28/17	EQUIPMENT INS PREMIUM	500.00		40000823/17		D	N				INSURANCES AND B	816.41402.0441
			VENDOR TOTAL	136,857.00										
				136,857.00										
														*CHECK TOTAL
LET'S PLAY INC			002760											
	50258	08/30/17	HOCKEY TOURNAMENT AD	580.00		2630		D	N				OTHER CHARGES	208.45011.0449
LIFELOC TECHNOLOGIES INC			000978											
	50259	08/30/17	PBT CALIBRATION	400.00		0236852		D	N				MTCE. OF EQUIPME	101.42411.0334
LOCATORS & SUPPLIES INC			002162											
	50260	08/30/17	RAIN PANTS/RAIN JACKET	206.89		0259399		D	N				SUBSISTENCE OF P	101.43425.0227
M.D. GRAPHICS			003263											
	50261	08/30/17	#171173-REPL. DECALS	269.00		6163		D	N				INSURANCE DEDUCT	101.41428.0822
	50261	08/30/17	#171173-REPL. DECALS	144.00		6163		D	N				INSURANCE DEDUCT	101.41428.0822
			VENDOR TOTAL	413.00										
				413.00										
														*CHECK TOTAL
M-R SIGN CO INC			000424											
	50262	08/30/17	STREET SIGNS	38.69		197096		D	N				MTCE. OF OTHER I	101.43425.0226
MADISON NATIONAL LIFE			002249											
	50263	08/30/17	LTD PREMIUM-AUG	57.69		253		D	N				EMPLOYER INSUR.	101.41400.0114
	50263	08/30/17	LTD PREMIUM-AUG	78.44		253		D	N				EMPLOYER INSUR.	101.41402.0114
	50263	08/30/17	LTD PREMIUM-AUG	19.79		253		D	N				EMPLOYER INSUR.	101.41403.0114
	50263	08/30/17	LTD PREMIUM-AUG	53.72		253		D	N				EMPLOYER INSUR.	101.41405.0114
	50263	08/30/17	LTD PREMIUM-AUG	8.87		253		D	N				EMPLOYER INSUR.	101.41408.0114
	50263	08/30/17	LTD PREMIUM-AUG	22.44		253		D	N				EMPLOYER INSUR.	101.41409.0114
	50263	08/30/17	LTD PREMIUM-AUG	2.45		253		D	N				EMPLOYER INSUR.	101.41424.0114
	50263	08/30/17	LTD PREMIUM-AUG	500.65		253		D	N				EMPLOYER INSUR.	101.42411.0114
	50263	08/30/17	LTD PREMIUM-AUG	33.72		253		D	N				EMPLOYER INSUR.	101.42412.0114
	50263	08/30/17	LTD PREMIUM-AUG	67.45		253		D	N				EMPLOYER INSUR.	101.43417.0114
	50263	08/30/17	LTD PREMIUM-AUG	208.66		253		D	N				EMPLOYER INSUR.	101.43425.0114
	50263	08/30/17	LTD PREMIUM-AUG	19.57		253		D	N				EMPLOYER INSUR.	101.45001.0114
	50263	08/30/17	LTD PREMIUM-AUG	8.94		253		D	N				EMPLOYER INSUR.	101.45432.0114
	50263	08/30/17	LTD PREMIUM-AUG	33.73		253		D	N				EMPLOYER INSUR.	101.45433.0114
	50263	08/30/17	LTD PREMIUM-AUG	4.22		253		D	N				EMPLOYER INSUR.	101.45435.0114
	50263	08/30/17	LTD PREMIUM-AUG	6.13		253		D	N				EMPLOYER INSUR.	101.45437.0114
	50263	08/30/17	LTD PREMIUM-AUG	94.93		253		D	N				EMPLOYER INSUR.	651.48484.0114
	50263	08/30/17	LTD PREMIUM-AUG	11.22		253		D	N				EMPLOYER INSUR.	651.48485.0114

Vendor Payments 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
MADISON NATIONAL LIFE														
	50263	08/30/17	LTD PREMIUM-AUG	12.27		253		D	N				EMPLOYER INSUR.	651.48486.0114
			VENDOR TOTAL	1,244.89		*CHECK TOTAL								
MAGNUSON/COURTNEY														
	50264	08/30/17	CLEANING SUPPLIES	34.07		082217		D	N				CLEANING AND WAS	101.45437.0228
MENA/BELINDA														
	50265	08/30/17	REFUND SHELTER DEPOSIT	50.00		082217		D	N				DEPOSITS	101.230000
MENARDS														
	50266	08/30/17	CLOSET POLE/BRACKETS	58.06		31898		D	N				MTCE. OF STRUCTU	101.45437.0225
	50266	08/30/17	DRILL BIT	15.97		36461		D	N				SMALL TOOLS	101.43425.0221
	50266	08/30/17	SFTY CHAINS/LINKS/CLIP	32.93		36563		D	N				SMALL TOOLS	651.48486.0221
	50266	08/30/17	LUMBER FOR TRUCK DIVIDER	34.80		36563		D	N				MTCE. OF EQUIPME	651.48486.0224
	50266	08/30/17	BLDG OUTSPOUT MATERIALS	53.53		36563		D	N				MTCE. OF STRUCTU	651.48486.0225
	50266	08/30/17	WINDOW WASHER FLUID	19.99		36563		D	N				GENERAL SUPPLIES	651.48486.0229
	50266	08/30/17	DETERGENT FOR BELTS	10.65		36563		D	N				GENERAL SUPPLIES	651.48486.0229
	50266	08/30/17	LAG SCREW/CHAIN LINK	28.25		36685		D	N				MTCE. OF EQUIPME	651.48484.0224
	50266	08/30/17	RETURNED CHAIN LINK	14.99CR		36698		D	N				MTCE. OF EQUIPME	651.48484.0224
	50266	08/30/17	FLIP TOGGLE SWITCH	5.96		36926		D	N				MTCE. OF STRUCTU	101.45435.0225
	50266	08/30/17	HOSE ADAPTERS	23.13		36978		D	N				SMALL TOOLS	101.45433.0221
	50266	08/30/17	36" SHOWER WAND	14.99		36978		D	N				MTCE. OF STRUCTU	101.45433.0225
	50266	08/30/17	PAINTING SUPPLIES	14.98		36978		D	N				GENERAL SUPPLIES	101.45433.0229
	50266	08/30/17	COTTON TWINE	19.90		36978		D	N				GENERAL SUPPLIES	101.45433.0229
	50266	08/30/17	MINERAL SPIRITS	9.98		37036		D	N				GENERAL SUPPLIES	101.45432.0229
	50266	08/30/17	PUMP/COUPLING/DRAIN KIT	206.33		37105		D	N				MTCE. OF EQUIPME	101.45437.0224
	50266	08/30/17	26' LADDER	249.00		37121		D	N				SMALL TOOLS	101.41408.0221
	50266	08/30/17	WINDOW TINTING	33.96		37121		D	N				GENERAL SUPPLIES	101.41408.0229
	50266	08/30/17	PARTICAL BOARD FOR SIGNS	23.38		37121		D	N				GENERAL SUPPLIES	101.41408.0229
	50266	08/30/17	TRIMMER LINE	3.48		37168		D	N				GENERAL SUPPLIES	651.48484.0229
	50266	08/30/17	PAINT FOR BLDG	32.43		37337		D	N				MTCE. OF STRUCTU	101.41408.0225
	50266	08/30/17	DROP CLOTH/PAINTING SUP.	63.83		37337		D	N				GENERAL SUPPLIES	101.41408.0229
	50266	08/30/17	SHELVING FOR SHOP	82.82		37339		D	N				MTCE. OF STRUCTU	101.43425.0225
	50266	08/30/17	LOCK-IMPOUND LOT KEY BOX	4.29		37366		D	N				GENERAL SUPPLIES	101.42411.0229
	50266	08/30/17	JOINT COMPOUND	5.45		37418		D	N				GENERAL SUPPLIES	101.41408.0229
	50266	08/30/17	LAG SCREWS	33.18		37429		D	N				MTCE. OF STRUCTU	101.45433.0225
	50266	08/30/17	FIRST AID SUPPLIES	14.99		37570		D	N				SUBSISTENCE OF P	230.43430.0227
	50266	08/30/17	EMERG. RESPONSE PLAN SUP	39.91		37570		D	N				GENERAL SUPPLIES	230.43430.0229
	50266	08/30/17	PLYWOOD FOR TARGETS	17.90		37576		D	N				GENERAL SUPPLIES	101.42411.0229
	50266	08/30/17	48" DRIVEWAY MARKER	4.37		37788		D	N				MTCE. OF OTHER I	101.43425.0226
			VENDOR TOTAL	1,143.45		*CHECK TOTAL								
MID-MINNESOTA DEVELOPMEN														
	50267	08/30/17	HWY 23 COALITION SPONS	3,000.00		082817		D	N				PREPAID EXPENSES	101.128000

Vendor Payments 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
MILLS AUTOMOTIVE GROUP 000432	50268	08/30/17	WIPER MOTOR	163.17		4089672		D	N				INVENTORIES-MDSE	101.125000
MIMECAST NORTH AMERICA I 003311	50269	08/30/17	EMAIL MGMT SERV-SEP	442.55		INVUS388832		D	N				SUBSCRIPTIONS AN	101.41409.0443
MINI BIFF LLC 001805	50270	08/30/17	TOILET RENTALS-AUG	77.52		A-89128		D	N				RENTS	101.43425.0440
	50270	08/30/17	TOILET RENTALS-AUG	155.04		A-89136		D	N				RENTS	101.45432.0440
	50270	08/30/17	TOILET RENTALS-AUG	77.52		A-89396		D	N				RENTS	101.43425.0440
	50270	08/30/17	TOILET RENTALS-AUG	155.04		A-89397		D	N				RENTS	101.43425.0440
	50270	08/30/17	TOILET RENTALS-AUG	77.52		A-89399		D	N				RENTS	101.43425.0440
	50270	08/30/17	TOILET RENTALS-AUG	77.52		A-89400		D	N				RENTS	101.43425.0440
	50270	08/30/17	TOILET RENTALS-AUG	77.52		A-89435		D	N				RENTS	101.43425.0440
			VENDOR TOTAL	697.68		*CHECK TOTAL								
MINNEAPOLIS FINANCE DEPA 000466	50271	08/30/17	AUTO PAWN TRANS FEE-JUL	90.90		400451001409		D	N				PROFESSIONAL SER	101.42411.0446
MN DEPT OF REVENUE 000492	292	08/18/17	SALES TAX-JUL	2,402.00		STMT/7-17		M	N				SALES TAX PAYABL	101.206000
	292	08/18/17	USE TAX-JUL	63.05		STMT/7-17		M	N				SALES TAX PAYABL	101.206000
	292	08/18/17	USE TAX-JUL	2.34CR		STMT/7-17		M	N				OFFICE SUPPLIES	101.41400.0220
	292	08/18/17	USE TAX-JUL	4.11CR		STMT/7-17		M	N				GENERAL SUPPLIES	101.42411.0229
	292	08/18/17	USE TAX-JUL	0.60CR		STMT/7-17		M	N				GENERAL SUPPLIES	101.42412.0229
	292	08/18/17	DIESEL FUEL TAX-JUL	115.67		STMT/7-17		M	N				MOTOR FUELS AND	101.43425.0222
	292	08/18/17	USE TAX-JUL	87.95		STMT/7-17		M	N				MOTOR FUELS AND	101.43425.0222
	292	08/18/17	USE TAX-JUL	4.33CR		STMT/7-17		M	N				SMALL TOOLS	101.45437.0221
	292	08/18/17	USE TAX-JUL	1.56CR		STMT/7-17		M	N				GENERAL SUPPLIES	101.45437.0229
	292	08/18/17	USE TAX-JUL	5.06CR		STMT/7-17		M	N				TRAVEL-CONF.-SCH	651.48484.0333
	292	08/18/17	DIESEL FUEL TAX-JUL	30.82		STMT/7-17		M	N				MOTOR FUELS AND	651.48485.0222
			VENDOR TOTAL	2,681.49		*CHECK TOTAL								
MN GETAWAYS 002709	50272	08/30/17	MN GETAWAYS AD	1,250.00		081417		D	N				OTHER CHARGES	208.45010.0449
MORRIS ELECTRONICS 003199	50273	08/30/17	EMAIL FIREWALL MTCE	131.25		20143272		D	N				PROFESSIONAL SER	101.41409.0446
	50273	08/30/17	EMAIL FIREWALL MTCE	75.00		20143299		D	N				PROFESSIONAL SER	101.41409.0446
			VENDOR TOTAL	206.25		*CHECK TOTAL								
MOSS & BARNETT 001655	50274	08/30/17	CATV LEGAL SERV-JUL	4,218.00		672402		D	M	07			PROFESSIONAL SER	101.41406.0446
MOTOROLA 001797	50275	08/30/17	MBL RADIO SPLITTER KIT	622.50		13174345		D	N				MTCE. OF EQUIPME	101.42411.0224

Vendor Payments History Report
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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
SHI CORP			000275 VENDOR TOTAL	612.00										
SPRINT	50285	08/30/17	000578 CELL PHONE USAGE-JUL	828.30		317498885-111		D	N				COMMUNICATIONS	101.41409.0330
SRF CONSULTING GROUP INC	50286	08/30/17	003049 MILLER PARK DESIGN/CON	3,022.06		10357.00-4		D	N				OTHER IMPROVEMEN	450.45439.0554
STATE OF MN	50195	08/23/17	000715 RAFFLE GAMBLING PERMIT	100.00		082117		D	N				OTHER CHARGES	808.45016.0449
SWANK MOTION PICTURES IN	50287	08/30/17	003176 MOVIES IN THE PARK	413.00		RG 2364716		D	N				RENTS	101.45432.0440
	50287	08/30/17	MOVIES IN THE PARK	413.00		RG 2382794		D	N				RENTS	101.45432.0440
			VENDOR TOTAL	826.00		*CHECK TOTAL								
TASC	50288	08/30/17	002856 QTRLY FLEX ADMIN FEE	523.74		IN1084699		D	N				REFUNDS AND REIM	101.41428.0882
TORKELSON'S LOCK SERVICE	50289	08/30/17	002583 ACCESS NETWORK CABINET	53.00		5679161		D	N				MTCE. OF EQUIPME	101.45435.0334
TURBOFLARE INTERNATIONAL	50290	08/30/17	003346 ROAD FLARES	754.72		2433		D	N				GENERAL SUPPLIES	101.42411.0229
UNDERTHUN/DUWAYNE	50291	08/30/17	001262 STUMP GRINDING	4,585.00		783113		D	M	07			OTHER SERVICES	101.43425.0339
UNIVERSITY OF MINNESOTA	50292	08/30/17	001658 MANZER-WORKSHOP REGIS.	85.00		081617		D	N				TRAVEL-CONF.-SCH	101.43425.0333
VALDIVIEZO/BRENDA	50293	08/30/17	.02710 REFUND SHELTER DEPOSIT	50.00		082317		D	N				DEPOSITS	101.230000
VELADOR/BRENDA	50294	08/30/17	.02711 REFUND SHELTER DEPOSIT	50.00		082317		D	N				DEPOSITS	101.230000
VERIZON WIRELESS	50295	08/30/17	002915 CELL PHONE USAGE-JUL	1,697.72		9790655831		D	N				COMMUNICATIONS	101.41409.0330
VIEHMAN/DAN	50296	08/30/17	003257 2017 PROGRAM SUBSCRIP.	65.00		081817		D	N				SUBSCRIPTIONS AN	101.45001.0443
WAL-MART COMMUNITY	50297	08/30/17	000789 BIRTHDAY PARTY SUPPLIES	32.34		071517		D	N				GENERAL SUPPLIES	101.45437.0229
	50297	08/30/17	OFFICE SUPPLIES	27.43		072617		D	N				OFFICE SUPPLIES	651.48484.0220
	50297	08/30/17	COFFEE	29.92		072617		D	N				GENERAL SUPPLIES	651.48484.0229
	50297	08/30/17	PACKAGE TAPE/STRING TAGS	6.85		072617		D	N				GENERAL SUPPLIES	651.48484.0229

ACS FINANCIAL SYSTEM
08/30/2017 12:05:53

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR
GL540R-V08.05 PAGE 15

VENDOR NAME AND NUMBER		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
CHECK#	DATE								
REPORT TOTALS:			772,177.27						

RECORDS PRINTED - 000360

ACS FINANCIAL SYSTEM
08/30/2017 12:05:53

Vendor Payments History Report

CITY OF WILLMAR
GL060S-V08.05 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	223,825.79
208	CONVENTION & VISITORS BUREAU	2,080.00
230	WILLMAR MUNICIPAL AIRPORT	12,314.15
414	S.A.B.F. - #2014	187,380.91
432	C.P. - WASTE TREATMENT	35,750.74
450	CAPITAL IMPROVEMENT FUND	173,456.77
497	S.A.B.F. - #2017	39,414.52
651	WASTE TREATMENT	95,923.39
808	CVB FISHING OPENER	100.00
816	BIOSCIENCE GRANT	1,931.00
TOTAL ALL FUNDS		772,177.27

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	772,177.27
TOTAL ALL BANKS		772,177.27



WILLMAR

City Office Building
333 SW 6th Street
Willmar, MN 56201
Main Number 320-235-4913
Fax Number 320-235-4917

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 5, 2017
From: Judy Thompson City Clerk	Subject: Adopt Ordinance Amending Rural Service District Ordinance

AGENDA ITEM: Consider Amendment to Rural Service District Ordinance

INTRODUCTION/REQUEST: Ordinance was introduced at the July 17, 2017, Council meeting and a Public Hearing was set for September 5, 2017, at 7:01 p.m. This amendment is to change the tax percentage rate received by these properties and remove several parcels from the District.

HISTORY: This item was brought to the Council on July 17, 2017, and requires a Public Hearing be held.

CURRENT CIRCUMSTANCE: N/A

RECOMMENDATION: Adopt Ordinance Amending Rural Service District Ordinance No. 463, as amended by Ordinance No. 483 and Ordinance No. 1397.

ISSUES: N/A

FINANCIAL IMPACT: N/A

ALTERNATIVE: Make no changes to current Ordinances and everything remains the same.

RECOMMENDED MOTION: Adopt Ordinance Amending Rural Service District Ordinance No. 463, as amended by Ordinance No. 483 and Ordinance No. 1397 Establishing Urban and Rural Service Districts in the City of Willmar.

REVIEWED BY: Robert Scott, City Attorney

WORK SESSION DATE:

COUNCIL MEETING DATE: September 5, 2017 CONSENT AGENDA X AGENDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WILLMAR, MINNESOTA AMENDING WILLMAR ORDINANCE NO. 463, AS AMENDED BY ORDINANCE NO. 483 AND ORDINANCE NO. 1397, ESTABLISHING URBAN AND RURAL SERVICE DISTRICTS IN THE CITY OF WILLMAR

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

Section 1. REMOVAL OF REAL PROPERTY FROM RURAL SERVICE DISTRICT.

Ordinance No. 463, Section 3, as amended by Ordinance No. 1397, Sections 1—2, is hereby amended to remove the following parcels of real property in the City of Willmar, Kandiyohi County from the Rural Service District:

- a. Lots 1 through 17, Block 1, Hidden Valley Estates (Kandiyohi County Parcel I.D. Nos. 95-308-0010 through 95-308-0170);
- b. Lots 1 through 4, Block 2, Hidden Valley Estates (Kandiyohi County Parcel I.D. Nos. 95-308-0200 through 95-308-0230);
- c. Lots 1 through 10, Block 3, Hidden Valley Estates (Kandiyohi County Parcel I.D. Nos. 95-308-0300 through 95-308-0390);
- d. Lots 1 through 4, Block 4, Hidden Valley Estates (Kandiyohi County Parcel I.D. Nos. 95-308-0400 through 95-380-0430);
- e. Lots 1 through 6, Block 5, and Outlot A, Hidden Valley Estates (Kandiyohi County Parcel I.D. Nos. 95-308-0500 through 95-308-0560);
- f. Lot 1 and that part of vacated Abbott Drive SE lying thereon, Block 1, South Industrial Park (Kandiyohi County Parcel I.D. No. 95-714-0110);
- g. Lots 1 through 5 and those parts of vacated Abbott Drive SE lying thereon, Block 2, South Industrial Park (Kandiyohi County Parcel I.D. Nos. 95-714-0210 through 95-714-0250);
- h. Outlots A and B and those parts of vacated Abbott Drive SE lying thereon, South Industrial Park (Kandiyohi County Parcel I.D. Nos. 95-714-0390 through 95-714-0400);
- i. Lots 1 through 6, Block 1, Valley Brook Estates (Kandiyohi County Parcel I.D. Nos. 95-833-0010 through 95-833-0060).

Section 2. ADDITION OF REAL PROPERTY TO RURAL SERVICE DISTRICT.

Ordinance No. 463, Section 5, as amended by Ordinance 483, is hereby amended as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Section 5. Ratio of benefits. The ratio which exists between the benefits resulting from tax supported municipal service to parcels in the Rural Service District to parcels in the Urban Service District is ~~1 (1 percent) equal to the ratio between the property tax rate of Willmar Township and the property tax rate of the City of Willmar, and the tax rate in the Rural Service District shall equal~~

the tax rate in Willmar Township, plus any municipal property taxes levied for payment of bonds, and judgments with interest thereon.

Section 3. EFFECTIVE DATE. This ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member: Christianson

This Ordinance introduced on: July 17, 2017

This Ordinance published on: July 22, 2017

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____



WILLMAR

City Office Building
333 SW 6th Street
Willmar, MN 56201
Main Number 320-235-4913
Fax Number 320-235-4917

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 5, 2017
From: Judy R. Thompson City Clerk	Subject: Oslo Meadows Special Assessment Public Hearing

AGENDA ITEM: Oslo Meadows Special Assessment Public Hearing

INTRODUCTION/REQUEST: Adopt the Resolution Certifying the Amount of Oslo Meadows Special Assessments to the County Auditor for collection in 2018 through 2022.

HISTORY: Oslo Meadows lot sales requiring additional assessments for the 2005 Street & Other Improvements. A hearing is required to place additional assessments against any parcel pursuant to MS Chapter 429.

One (1) lot sold in July 2017. The sales price for the lot sold was remitted to the City of Willmar in the normal County settlement. With the known sales price we can determine that the remaining two years of the 2005 Special Assessments will be unpaid. Notice of tonight's hearing has been sent to the below listed property owners. The Council should consider their objections and take appropriate action.

Name	PID	Description	Sale Price	Pending Assessment
Ryan J. & Liv V. Fuchs	95-604-0200	Blk-3, Lot 1, Oslo Meadows	\$7,802.00	\$2,129.14

CURRENT CIRCUMSTANCE: N/A

RECOMMENDATION: Adopt the Resolution for the Oslo Meadows Special Assessments

ISSUES: N/A

FINANCIAL IMPACT: \$2,129.14

ALTERNATIVE: N/A

RECOMMENDED MOTION: Adopt the Resolution for the Oslo Meadows Special Assessments

REVIEWED BY: Ike Holland, City Administrator

WORK SESSION DATE:

COUNCIL MEETING DATE: September 5, 2017 **CONSENT AGENDA** **AGENDA**

RESOLUTION NO.

A RESOLUTION CERTIFYING OSLO MEADOWS SPECIAL ASSESSMENTS

Motion By: _____ Second By: _____

WHEREAS, the following property located within the City of Willmar was offered for sale by the County Auditor at tax forfeiture sale:

Parcel 95-604-0200; Lot 1, Block 3, Oslo Meadows

WHEREAS, the above property was subject to reassessment of \$2,129.14 special assessments if sold;
and

WHEREAS, the above property was sold to Ryan J. and Liv V. Fuchs in July 2017;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the \$2,129.14 special assessments against the above property be placed on the tax roll for collection over a five (5) year period with an interest rate of five and one-half (5.50) percent, and that the County Auditor be notified to extend this assessment on the tax roll payable in 2018 and thereafter.

Dated this 5th day of September 2017.

Mayor

Attest:

City Clerk



WILLMAR

**City Office Building
333 SW 6th Street
Willmar, MN 56201
Main Number 320-235-4913
Fax Number 320-235-4917**

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 5, 2017
From: Judy R. Thompson City Clerk	Subject: Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges

AGENDA ITEM: Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges

INTRODUCTION/REQUEST: Adopt a Resolution Certifying the Amount of Unpaid Weed/Grass Mowing Removal Charges to the County Auditor for Collection in 2018.

HISTORY: Pursuant to Willmar Municipal Code, Chapter 9, Article III concerning the cutting of weeds or grass, and in the case of noncompliance, such work to be performed by the City or its agent, the costs thereof can be certified as a special assessment against the property concerned, and the City has the authority to certify as special assessments those costs not reimbursed. Notice of tonight's hearing has been sent to the below listed property owners. The Council should consider their objections and take appropriate action.

95-090-1440	Mary S. Daugherty	1014 6 th Street SW	\$177.07
95-003-0760	Richard Graf	810 Campbell Avenue NW	\$137.70
95-130-0110	Pamela J. Sward & P.A. Brenner	116 Minnesota Avenue SE	\$113.57
95-250-0900	Shane M. Vanhove	936 3 rd Street SE	\$585.03

CURRENT CIRCUMSTANCE: N/A

RECOMMENDATION: Adopt a Resolution Certifying the Amount of Unpaid Weed/Grass Mowing Removal Charges to the County Auditor for Collection in 2018.

ISSUES: N/A

FINANCIAL IMPACT: \$1,013.37

ALTERNATIVE: N/A

RECOMMENDED MOTION: Adopt a Resolution Certifying the Amount of Unpaid Weed/Grass Mowing Removal Charges to the County Auditor for Collection in 2018.

REVIEWED BY: Ike Holland, City Administrator

WORK SESSION DATE:

COUNCIL MEETING DATE: September 5, 2017 CONSENT AGENDA X AGENDA

RESOLUTION NO.

A RESOLUTION CERTIFYING UNPAID WEED/GRASS SPECIAL ASSESSMENTS

Motion By: _____ Second By: _____

WHEREAS, Chapter 9, Article III of the Willmar Municipal Code states that such unpaid weed or grass mowing costs represent a lien of the real property receiving mowing services; and

WHEREAS, THE City Council of the City of Willmar has offered the owner his right to request an appearance before the Council to make objections to payment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the amount of the unpaid weed / grass mowing charges totaling \$1,013.37 be certified to the County Auditor to be extended on the tax rolls of such real property in the same manner as other taxes for collecting in 2018 and collected by the County Treasurer, and paid to the City Clerk along with other taxes; and

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

- | | | |
|----|--|----------|
| 1. | Parcel No. 95-090-1440 | \$177.07 |
| | Located at 1014 6 th Street SW; and
Described as Section 15, Township 119, Range 35
BOOTH'S ADDITION TO WILLMAR
BLOCK K LOT 4 & N 1/2 OF LOT 5 | |
| 2. | Parcel No. 95-003-0760 | \$137.70 |
| | Located at 810 Campbell Avenue NW; and
Described as Section 15, Township 119, Range 35, Block 7
WILLMAR, TOWN OF (ORIGINAL)
LOTS 5 & 6 | |
| 3. | Parcel No. 95-130-0110 | \$113.57 |
| | Located at 116 Minnesota Avenue SE; and
Described as Section 14, Township 119, Range 35, Block 2
CARLSON'S ADDITION TO THE CITY OF WILLMAR
WEST 75 FT. OF LOT 1 | |
| 4. | Parcel No. 95-250-0900 | \$585.03 |
| | Located at 936 3 rd Street SE; and
Described as Section 14, Township 119, Range 35, Lot 10, Block 5
GLARUM'S ADDITION TO WILLMAR | |

Dated this 5th day of September, 2017

Mayor

Attest:

City Clerk



WILLMAR

City Office Building
333 SW 6th Street
Willmar, MN 56201
Main Number 320-235-4913
Fax Number 320-235-4917

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 5, 2017
From: Judy R. Thompson City Clerk	Subject: Special Assessment Hearing for Unpaid Nuisances In General Removal Charges

AGENDA ITEM: Special Assessment Hearing for Unpaid Nuisances In General Removal Charges

INTRODUCTION/REQUEST: Adopt a Resolution Certifying the Amount of Unpaid Nuisances Charges to the County Auditor for Collection in 2018.

HISTORY: Pursuant to Willmar Municipal Code, Chapter 9, Article I concerning the removal of a hazardous building, such work to be performed by the City or its agent, the costs thereof can be certified as a special assessment against the property concerned, and the City has the authority to certify as special assessments those costs not reimbursed. Notice of tonight's hearing has been sent to the below listed property owner. The Council should consider their objections and take appropriate action.

95-003-0760 Richard Graf 810 Campbell Avenue NW \$12,161.38

CURRENT CIRCUMSTANCE: N/A

RECOMMENDATION: Adopt a Resolution Certifying the Amount of Unpaid Nuisances Charges to the County Auditor for Collection in 2018.

ISSUES: N/A

FINANCIAL IMPACT: \$12,161.38

ALTERNATIVE: N/A

RECOMMENDED MOTION: Adopt a Resolution Certifying the Amount of Unpaid Nuisances Charges to the County Auditor for Collection in 2018.

REVIEWED BY: Ike Holland, City Administrator

WORK SESSION DATE:

COUNCIL MEETING DATE: September 5, 2017 CONSENT AGENDA X AGENDA

RESOLUTION NO.

A RESOLUTION CERTIFYING NUISANCES IN GENERAL SPECIAL ASSESSMENTS

Motion By: _____ Second By: _____

WHEREAS, Chapter 9, Article I of the Willmar Municipal Code concerning the removal of a hazardous building by the City. The cost of such removal or remedial measures shall be assessed by action of the City Council against the property, under such terms and conditions as the City Council may require; and

WHEREAS, THE City Council of the City of Willmar has offered the owner his right to request an appearance before the Council to make objections to payment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the amount of the unpaid nuisance charges totaling \$12,161.38 be certified to the County Auditor to be extended on the tax rolls of such real property in the same manner as other taxes for collecting in 2018 and collected by the County Treasurer, and paid to the City Clerk along with other taxes; and

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

1. Parcel No. 95-003-0760 \$12,161.38

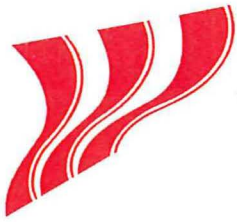
Located at 810 Campbell Avenue NW; and
Described as Block 7
CITY OF WILLMAR
LOTS 5 & 6

Dated this 5th day of September, 2017

Mayor

Attest:

City Clerk



WILLMAR

City Office Building
333 SW 6th Street
Willmar, MN 56201
Main Number 320-235-4913
Fax Number 320-235-4917

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 5, 2017
From: Robert Scott, City Attorney	Subject: Acknowledgement of Robbins Island Destination Playground Donation

AGENDA ITEM: Acknowledgement of Robbins Island Donation from Willmar Area Community Foundation for Robbins Island Destination Playground Project

INTRODUCTION/REQUEST: The City has received a request to accept an additional \$75,000 from the Willmar Area Community Foundation Friends of Robbins Island Park Fund to support the construction of the Destination Playground.

HISTORY: The City has been regularly receiving donations for the Robbins Island Destination Playground and Council action by resolution to accept the donations is brought forward for consideration. The first was received on February 6th in the amount of \$200,000, a second was in the amount of \$99,000 on March 20th, a third was in the amount of \$99,000 on May 15th, a fourth in the amount of \$75,000 on July 3rd, a fifth in the amount of \$30,000 on July 17th, and this would be the sixth for an additional amount of \$75,000.

CURRENT CIRCUMSTANCE: The project proceeded as planned and the playground has been opened for public use.

RECOMMENDATION: Acknowledgement of Robbins Island Donation from Willmar Area Community Foundation for Robbins Island Destination Playground Project by resolution in the amount of \$75,000.

ISSUES: NA

FINANCIAL IMPACT: There are no financial implications to this action.

ALTERNATIVES:

1. None
- 2.

RECOMMENDED MOTION: Accept donation from Willmar Area Community Foundation for Robbins Island Destination Playground Project in the amount of \$75,000.

REVIEWED BY: Ike Holland, City Administrator

WORK SESSION DATE:

COUNCIL MEETING DATE: September 5, 2017

**CITY OF WILLMAR
RESOLUTION NO. _____**

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA
ACCEPTING DONATION FROM WILLMAR AREA COMMUNITY FOUNDATION FOR ROBBINS ISLAND
DESTINATION PLAYGROUND PROJECT**

Motion By: _____

Second By: _____

WHEREAS, the City of Willmar ("City") owns Robbins Island Park and Recreation Area, a 55-acre parcel of real property owned, maintained and operated for public recreational use by the City located on Business Highway 71 North in the City of Willmar, Minnesota (Kandiyohi County Parcel I.D. No. 95-911-0920 ("Robbins Island")); and

WHEREAS, CommunityGiving, a Minnesota nonprofit corporation, doing business as the Willmar Area Community Foundation ("WACF"), is administering the Friends of Robbins Island Park Fund, a fund comprised solely of private donations solicited by community volunteers dedicated to facilitating the construction of a Destination Playground on approximately 19,000 square feet at Robbins Island, as depicted on the site plan attached to Willmar City Council Resolution No. 17-07, dated February 6, 2017 as Exhibit A (the "playground project"); and

WHEREAS, WACF proposes to donate funds from its Friends of Robbins Island Park Fund to cover 100 percent of the City's cost to purchase all equipment, materials, supplies and services necessary to construct the playground project, and made an initial donation totaling \$200,000.00 for such purposes, which donation was duly accepted by the Willmar City Council by Resolution No. 17-07, dated February 6, 2017, a second donation of \$99,000 and in-kind materials, equipment and supplies by Resolution No. 17-24 dated March 20, 2017, a third donation of \$99,000 by Resolution 17-52 dated May 15, 2017, a fourth donation of \$75,000 by Resolution 17-78 dated July 3, 2017, and a fifth donation of \$30,000 and additional in-kind services, materials and supplies dated July 17, 2017; and

WHEREAS, WACF now wishes to donate an additional \$75,000 from its Friends of Robbins Island Park Fund to the City for the same purposes; and

WHEREAS, Minnesota Statutes, Section 465.03 provides that the City may accept such donations for the benefit of its citizens in accordance with the terms prescribed by the donor, and that acceptance of such grant is subject to a resolution of the City Council adopted by a two-thirds majority of its members, expressing the terms of the grant in full; and

WHEREAS, the City remains supportive of the playground project and WACF's proposal to donate the funds and in-kind services and materials required to construct the playground project to the City and is agreeable to the conditions placed upon the donation as stated herein.

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

1. The City hereby accepts the donation from WACF totaling \$75,000 in support of the playground project, subject to the conditions applicable to WACF's first donation as stated in Willmar City Council Resolution No. 17-07, dated February 6, 2017, which conditions are incorporated herein by reference.
2. The City Council hereby expresses its and the community's appreciation to WACF, the private firms donating in-kind services, materials and supplies as listed on the attached Exhibit A, and all contributors to the Friends of Robbins Island Park Fund for such donation.

Adopted by the City Council of the City of Willmar on September 5, 2017.

Approved:

Mayor

Attested:

City Clerk



WILLMAR

City Office Building
333 SW 6th Street
Willmar, MN 56201
Main Number 320-235-4913
Fax Number 320-235-4917

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 5, 2017
From: Bruce D. Peterson, Director of Planning and Development Services	Subject: Finalization of Building Transfer and Leases at Minn West Technology Campus

AGENDA ITEM: Finalization of Building Transfer and Leases at Minn West Technology Campus

INTRODUCTION/REQUEST: The time has come to adopt three resolutions that will provide for the final transactions for the City acquisition of a building at Minn West Technology Campus. Those resolution include the termination of a lease agreement with Minn West Technology Campus Management Company, LLC and approving new lease and management agreements with respect to the property.

HISTORY: Approximately, 7 ½ years ago the City participated in a project with Minn West Technology Campus that resulted in the creation of the Mid Central Research and Outreach Center (MCROC). To obtain the grant for the project, it was necessary that the building receiving the work on the campus be under public ownership or control. At that time, the City entered into a lease for the premises with Minn West Technology Campus Management. The original transaction was predicated on the City’s willingness to accept the property for ownership in the future and to receive it as a gift from the Technology Campus. Following project and grant close out, and discussions between the City and Campus owners, the timing is right for the owners to gift the building to the City. Accepting the building as a gift has been anticipated by the City since the initiation of the MCROC project. The resolutions that follow reflect the necessary steps to make that transfer.

CURRENT CIRCUMSTANCE: Minn West Technology Campus management is ready and willing to gift the building to the City. The City will have no responsibility for maintenance or management. Those obligations will defer back to Minn West Technology Campus Management as per the anticipated action by the Council relative to the resolutions. The building will be leased to the University of Minnesota.

RECOMMENDATION: It is the recommendation of staff that the Council adopt the three resolutions attached.

1. Resolution approving the termination of a lease agreement.
2. Resolution accepting the grant of real property.
3. Resolution approving the lease and management agreements with respect to the property.

ISSUES: Staff doesn’t anticipate any on-going issues. Previous issues such as insurance and maintenance are addressed in the lease and management agreements.

FINANCIAL IMPACT: The City will incur no cost in receiving the property and Minn West Technology Campus will take advantage of the tax benefits of gifting the property to the City. Again, it’s important to remember that the Mid Central Research and Outreach Center (MCROC) was created by a grant program that specified that the project real estate be governmentally owned and controlled.

ALTERNATIVE: N/A

RECOMMENDED MOTION: To adopt the resolutions as follows:

1. A resolution approving the termination of a lease agreement for real property on the Minn West Technology Campus.
2. A resolution accepting the grant of real property on the Minn West Technology Campus.
3. A resolution approving lease and management agreements with respect to real property on the Minn West Technology Campus.

REVIEWED BY: Bruce D. Peterson, Director of Planning and Development Services

WORK SESSION DATE:

COUNCIL MEETING DATE: September 5, 2017

CONSENT AGENDA **AGENDA**

RESOLUTION NO.: _____

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA
APPROVING A TERMINATION OF LEASE AGREEMENT WITH RESPECT TO REAL PROPERTY ON
MINNWEST TECHNOLOGY CAMPUS**

Motion By: _____ Second By: _____

WHEREAS, The City entered into a lease dated March 30, 2010, with MinnWest Technology Campus Management Company, LLC, a Minnesota limited liability company (“**MinnWest**”), pursuant to which the City leased the Building located at 1802 18th Street NE on the MinnWest Technology Campus and Business Community (“MinnWest Campus”) in the City, legally described as:

Common Interest Community Number 40, A Planned Community, MinnWest Technology Campus, Unit 32, according to the plat on file and of record in the office of the County Recorder of Kandiyohi County, Minnesota.

(the “Property”); and

WHEREAS, the City subleased the Property to the Regents of the University of Minnesota (“University”), a Minnesota constitutional corporation, pursuant to a Sublease Agreement dated March 30, 2011; and

WHEREAS, the City, MinnWest and the University have agreed that the purposes for which the Property is used could best be effectuated by the City taking ownership of the Property, directly leasing the same to the University, and retaining MinnWest to manage the Property; and

WHEREAS, in order to effectuate the parties plans for the Property as described above, it is first necessary for the City and MinnWest to terminate the existing lease agreement with respect to the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT the City Council hereby approves the Termination of Lease Agreement attached hereto as Exhibit A and authorizes the Mayor and City Administrator to execute the same on the City’s behalf and, if necessary, record such executed document with the Kandiyohi County Recorder’s Office.

PASSED by the City Council of the City of Willmar on this ___ day of _____, 2017.

ATTEST:

Judy Thompson, City Clerk

Marvin Calvin, Mayor

EXHIBIT A
Termination of Lease

TERMINATION OF LEASE

THIS AGREEMENT is made this _____ day of _____, 2017, by MinnWest Technology Campus Management Company, LLC, a Minnesota limited liability company (the "Landlord"), and the City of Willmar, a Minnesota municipality (the "City").

RECITALS

A. The City has been leasing from Landlord certain real property located in Kandiyohi County, Minnesota and legally described on the attached Exhibit A (the "Leased Properties").

B. The parties entered into that certain Lease Agreement dated March 30, 2011 for the Leased Properties (the "Lease").

C. The parties desire to terminate the Lease.

AGREEMENT

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

All of the terms and conditions of the Lease between the City and the Landlord applicable to the Leased Properties are hereby terminated in their entirety effective on _____, 2017.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date indicated above.

**MinnWest Technology Campus Management
Company, LLC**

City of Willmar

By:
Its:

By:
Its:

RESOLUTION NO.: _____

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA,
ACCEPTING THE GRANT OF REAL PROPERTY IN WILLMAR, MINNESOTA**

Motion By: _____ Second By: _____

WHEREAS, MinnWest Technology Campus Management Company, LLC, a Minnesota limited liability company, ("Grantor"), holds fee title to certain real property located in the City of Willmar, Kandiyohi County, Minnesota, legally described as:

Common Interest Community Number 40, A Planned Community, MinnWest Technology Campus, Unit 32, according to the plat on file and of record in the office of the County Recorder of Kandiyohi County, Minnesota.

(the "Property"); and

WHEREAS, Grantor has stated its intent to quitclaim the Property to the City of Willmar, Minnesota (the "City") for \$1.00 and other good and valuable consideration; and

WHEREAS, A draft Quitclaim Deed has been prepared and is attached hereto as Exhibit A; and

WHEREAS, Minnesota Statutes, Section 465.03 provides that the City may accept a grant of real property and maintain the same for the benefit of its citizens in accordance with the terms prescribed by the Grantor, and that acceptance of such grant is subject to a resolution of the City Council adopted by a two-thirds majority of its members, expressing the terms of the grant in full; and

WHEREAS, Section 4.02 of the City's Home Rule Charter states that no real estate or buildings shall be acquired by the City until the same shall have been submitted to and approved by the City's Planning Commission; and

WHEREAS, The City's Planning Commission reviewed the proposed donation of the Property to the City and approved of the same at its meeting on September 24, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

The City Council hereby: (1) accepts the grant/acquisition of the Property by the Grantor to the City; (2) approves as to form the attached Quitclaim Deed, Exhibit A attached hereto; and (3) authorizes and directs the City Clerk to (a) seek execution of the deed substantially in the form hereby approved and allowing any necessary minor or technical changes, (b) execute such other documentation as is necessary to accomplish the acquisition of the Property by the City of Willmar, and (c) record such executed deed and such other documentation with the Kandiyohi County Recorder's Office and pay such related fees.

PASSED by the City Council of the City of Willmar on this ___ day of _____, 2017.

ATTEST

Judy Thompson, City Clerk

Marvin Calvin, Mayor

EXHIBIT A
Quitclaim Deed

QUIT CLAIM DEED

STATE DEED TAX DUE HEREON: \$ 1.65

Date: _____, 2017

FOR VALUABLE CONSIDERATION, MinnWest Technology Campus Management Company, LLC, a Minnesota limited liability company, Grantor, hereby conveys and quitclaims to the City of Willmar, a Minnesota municipality, Grantee, real property in Kandiyohi County, Minnesota, described as follows:

See attached Exhibit A

together with all hereditaments and appurtenances belonging thereto.

TOTAL CONSIDERATION FOR THIS REAL ESTATE TRANSACTION IS LESS THAN \$500.

MINNWEST TECHNOLOGY CAMPUS MANAGEMENT COMPANY, LLC

By: James A. Sieben
Its: President

STATE OF MINNESOTA

COUNTY OF KANDIYOHI

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by James A. Sieben, the President of MinnWest Technology Campus Management Company, LLC, a Minnesota limited liability company, Grantor.

Signature of Notary

**Tax Statements For The
Real Property Described
In This instrument
Should Be Sent to:**

City of Willmar
PO Box 755
Willmar, MN 56201

This Instrument Was Drafted By:

Bradley J. Schmidt
JMS&K
P. O. Box 913
320 1st Street SW
Willmar, MN 56201
320-235-2000

EXHIBIT A

Real property located in Kandiyohi County, Minnesota described as follows:

Common Interest Community Number 40, A Planned Community, MinnWest Technology Campus, Unit 32, according to the plat on file and of record in the office of the County Recorder of Kandiyohi County, Minnesota.

RESOLUTION NO.: _____

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA
APPROVING A LEASE AND MANAGEMENT AGREEMENT WITH RESPECT TO REAL PROPERTY
ON MINNWEST TECHNOLOGY CAMPUS**

Motion By: _____ Second By: _____

- WHEREAS, The City entered into a lease dated March 30, 2010, with MinnWest Technology Campus Management Company, LLC, a Minnesota limited liability company ("**MinnWest**"), pursuant to which the City leased the Building located at 1802 18th Street NE on the MinnWest Technology Campus and Business Community ("MinnWest Campus") in the City, legally described as:
- Common Interest Community Number 40, A Planned Community, MinnWest Technology Campus, Unit 32, according to the plat on file and of record in the office of the County Recorder of Kandiyohi County, Minnesota.
- (the "Property"); and
- WHEREAS, the City executed a General Obligation Bond Financed Declaration, dated May 2, 2011, filed April 10, 2012 and recorded with the Kandiyohi County Recorder as Document No. 599793 (the Declaration"), with respect to the Property in which the City indicated it had a leasehold interest in the Property; and
- WHEREAS, the City subleased the Property to the Regents of the University of Minnesota ("University"), a Minnesota constitutional corporation, pursuant to a Sublease Agreement dated March 30, 2011; and
- WHEREAS, the City, MinnWest and the University have agreed that the purposes for which the Property is used could best be effectuated by the City taking ownership of the Property, directly leasing the same to the University, and retaining MinnWest to manage the Property; and
- WHEREAS, The City's Planning Commission considered the proposed donation of the Property to the City and the parties' plans for the Property as described above and approved of the same at its meeting on September 24, 2014; and
- WHEREAS, By resolution of even date herewith, the City Council approved the termination of its lease agreement with MinnWest pursuant to which the City leased the Property from Minnwest; and
- WHEREAS, By resolution of even date herewith, the City Council accepted the donation of the Property from MinnWest; and
- WHEREAS, the City, MinnWest and the University have each reviewed a draft lease agreement between the City and the University, a copy of which is attached hereto as Exhibit A, and a management contract between the City and MinnWest, a copy of which is

attached hereto as Exhibit B, and now wish to proceed to approve, execute and implement such agreements; and

WHEREAS, upon accepting the conveyance of the Property from MinnWest, the City will be required to amend its above-referenced General Obligation Bond Financed Declaration to accurately reflect its interest in the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

1. The City Council hereby approves the lease agreement with the University attached hereto as Exhibit A, and authorizes the Mayor and City Administrator to execute the same on the City's behalf.
2. The City Council hereby approves the management agreement with MinnWest attached hereto as Exhibit B, and authorizes the Mayor and City Administrator to execute the same on the City's behalf.
3. The City Council hereby approves the Amendment to General Obligation Bond Financed Declaration attached hereto as Exhibit C, and authorizes the Mayor and City Administrator to execute the same on the City's behalf.
4. The City Council hereby authorizes the Mayor and City Administrator to execute such other documentation as is necessary to accomplish the parties' plans for the Property as stated herein and to record any such executed documents with the Kandiyohi County Recorder's Office.

PASSED by the City Council of the City of Willmar on this ___ day of _____, 2017.

ATTEST:

Judy Thompson, City Clerk

Marvin Calvin, Mayor

EXHIBIT A
Lease Agreement with University



Lease Number L-8116A

UNIVERSITY OF MINNESOTA
LEASE AGREEMENT
(Entire Building)

THIS LEASE AGREEMENT (the “**Lease**”) is entered into effective as of _____, 2017 (the “**Effective Date**”) by and between the City of Willmar, a Minnesota municipality (the “**Landlord**”) and Regents of the University of Minnesota, a Minnesota constitutional corporation (the “**University**”). This Lease is entered into by University through its Real Estate Office. Landlord enters into this Lease under its authority as a charter city granted by Minnesota Statutes Chapter 410, and in accordance with its authority granted under the provisions of sections 1.02 and 1.04 of the Willmar City Charter.

WHEREAS, Landlord entered into a lease dated March 30, 2010, with MinnWest Technology Campus Management Company, LLC, a Minnesota limited liability company (“**MinnWest**”), providing for Landlord’s lease of the Building (as defined in Section 1(a)), the land upon which the Building is located, Common Areas, Limited Common Elements, and parking as defined in Sections 1(b) through 1(e), through March 31, 2060 (the “**Prior Master Lease**”), a copy of which is attached hereto as Exhibit A.

WHEREAS, University subleased the Building, the land upon which the Building is located, Common Areas, Limited Common Elements and parking from Landlord pursuant to a Sublease Agreement dated March 30, 2011 (the “**Prior Sublease**”).

WHEREAS, as of the Effective Date, the Prior Master Lease and Prior Sublease have been terminated and MinnWest has conveyed all of its interest in the Building, the land upon which the Building is located, and the Limited Common Elements, along with the right to use the Common Areas and parking, to Landlord.

WHEREAS, the University has conditioned its consent to the termination of the Prior Master Lease upon (and agreed to termination of the Prior Sublease upon) the agreement of Landlord to lease the Building, the land upon which the Building is located, Common Areas, Limited Common Elements and parking to University via a direct lease.

WHEREAS, as of the Effective Date, Landlord and University agree that University shall lease the Building, the land upon which the Building is located, Common Areas, Limited Common Elements and parking from Landlord under the terms and conditions set forth herein.

NOW, THEREFORE, Landlord and University agree as follows:

1. Leased Premises. Landlord, in consideration of the rents and covenants contained in this Lease, leases to University, and University rents from Landlord, the following:

(a) Unit 32 in Common Interest Community No. 40, MinnWest Technology Campus (the “**Building**”) located at 1802 18th Street NE on the Minn-West Technology Campus and

Business Community (“**MinnWest Campus**”) in the City of Willmar, Kandiyohi County, State of Minnesota;

(b) The land upon which the Building is located;

(c) Shared use of all common areas on the MinnWest Campus, including sidewalks and any other areas designated from time to time by Landlord for the general non-exclusive use by Landlord, MinnWest (as defined herein) and tenants (“**Common Areas**”) but specifically excluding tunnels;

(d) Exclusive use of Limited Common Elements assigned to Unit 32 (as of the Effective Date or in the future); and

(e) Exclusive use of fourteen (14) reserved parking spaces, along with shared use of non-reserved parking spaces in the Life Center South parking lot located within the boundaries of Unit 33, Common Interest Community No. 40, MinnWest Campus (the “**Leased Premises**”), all as shown on Exhibit B attached to and made a part of this Lease. The Common Areas within the boundary of Unit 32 that constitutes the Building perimeter shall not be altered or modified by Landlord or MinnWest without University’s written consent, which consent shall not be unreasonably withheld. Additionally, Landlord or MinnWest shall not alter or modify any Common Areas critical to University’s use of the Leased Premises (e.g., the sidewalk leading up to the Building).

Landlord represents that it has the authority to lease to University the parking spaces in Unit 33 and that the lease of these parking spaces to University does not violate a lease or any other agreement.

2. **Term.**

2.1. **Initial Term.** The initial term of this Lease (the “**Initial Term**”) shall commence upon the Effective Date (the “**Commencement Date**”). The Initial Term shall end at 11:59 p.m. on March 31, 2032 (“**Expiration Date**”), unless terminated earlier as provided in this Lease.

2.2. **Renewal Option(s).** University is granted five (5) successive option(s) of three (3) year(s) (each, an “**Extended Term**”) to continue this Lease on the same terms and conditions as specified in this Lease, provided University notifies Landlord, in writing, of its intent to renew the Lease at least sixty (60) days prior to the expiration of the then-current Term. Within five (5) business days after Landlord’s receipt of University’s renewal notice, Landlord may request reasonable information to reasonably determine that University’s use of the Leased Premises shall continue to meet the requirements of the Grant Program (defined in Section 4.1). If Landlord reasonably determines that the continued use by University does not meet the requirements of the Grant Program, then Landlord shall so notify University and renewal of the Lease shall not be allowed and the Lease shall terminate as of the Expiration Date. Landlord shall extend the notice period for an option up to sixty (60) days if requested in writing by University at least ten (10) days prior to the end of the initial sixty (60) day notice period.

2.2.1 Notwithstanding any other language to the contrary, it is agreed that Landlord may, at its sole option and discretion, allow the Lease to expire at the end of its original term and thereafter Landlord may directly operate the Grant Program on the Leased Premises or contract with some other entity to operate the Grant Program on the Leased Premises. In such event, Landlord will provide University at least six (6) months advance written notice that the Lease will not be renewed beyond the expiration date of the original term of the Lease.

2.3. The Initial Term and any Extended Term for which University has exercised its option are hereinafter the “**Term.**”

2.4. Termination. University shall have the right to terminate this Lease before the Expiration Date or any extended Expiration Date upon one (1) year’s notice to Landlord for any reason. Upon Lease termination, Landlord shall return to University any pre-paid Rent or other payments and the future obligations of University and Landlord hereunder shall cease. In addition, the Lease shall automatically and immediately terminate upon University’s receipt of written notice from Landlord of a termination of the Grant Program or a change in the Grant Program that no longer allows Landlord to continue to own or operate the Building for the Grant Program, in which case University shall surrender possession of the Leased Premises within 90 days after the date of Landlord’s notice. Neither Landlord nor MinnWest shall take any action or fail to take any action that would result in termination of the Grant Program.

3. Rent. As its total rent obligation for the Leased Premises, University shall pay to Landlord Base Rent (defined in Section 3.1), Operating Expenses (defined in Section 3.2) and any other charges owed by University under this Lease (“**Additional Rent**”). Base Rent, Operating Expenses, and Additional Rent may be referred to herein collectively as “**Rent.**” Rent shall be due and payable on or before the tenth (10th) of each month throughout the Term.

3.1 Base Rent. On or before the first (1st) day of the Term, University shall pay to Landlord as Base Rent for the Term the sum of One and no/100 Dollars (\$1.00).

3.2 Operating Expenses.

3.2.1 During the Term, University shall pay to Landlord monthly an amount equal to one-twelfth (1/12th) of Operating Expenses (defined in Section 3.2.3 below) estimated yearly by Landlord with the amount of such estimate delivered to University by December 1st for the following calendar year. Within sixty (60) days after the end of each calendar year, Landlord shall provide to University a statement of (a) final, actual Operating Expenses for such calendar year and (b) the aggregate of University’s payments of Operating Expenses for that calendar year. Within sixty (60) days after the delivery of such statement, the party in whose favor the difference, if any, between (a) and (b) exists, shall pay the amount of such difference to the other. If University does not object to Landlord’s calculation of University’s share of Operating Expenses within sixty (60) days of receipt of such statement, such calculation shall be deemed acceptable to University.

3.2.2 Operating Expenses for the first calendar year of the Term is estimated to

be Thirteen Hundred and no/100 dollars (\$1,300.00) per month, which amount is subject to change based upon actual amounts payable.

3.2.3 “**Operating Expenses**” means all expenses incurred by Landlord (a) to insure the Building, Landlord’s Equipment and University Equipment (both as defined in Section 6); (b) in response to requests by University under Section 7.2, for annual licenses or permits as required and annual contracts to maintain or repair the Building or portions thereof and Landlord’s Equipment and University Equipment; and (c) in response to requests by University under Section 7.3, for capital expenditures for repair or replacement or upgrade of Building components, Building systems, Landlord’s Equipment and University Equipment amortized on a straight line basis over the economic useful life of such capital repair or replacement allocated to the relevant year using such method of amortization.

4. Use.

4.1 University shall use the Leased Premises for any purpose that fulfills University’s mission of teaching, research and outreach provided that a majority of the Building uses shall qualify the Building for proceeds of the Bioscience Business Development Public Infrastructure Grant Program under the provisions of Minnesota Statute §116J.435 (the “**Grant Program**”), a copy of which grant is attached as Exhibit C. Landlord represents that University’s intended use of the Leased Premises complies with the Easement (as defined in Section 6.5). For the purpose of maintaining eligibility in the Grant Program, the parties agree to each of the following provisions:

(a) On or before the commencement of the Initial Term of this Lease, University shall provide to Landlord an initial program implementation plan showing that the Building use meets the requirements of the Grant Program.

(b) At least annually during the Initial Term or an Extended Term of this Lease, University shall provide program evaluation reports and budgets for the operation of the Building which shows revenues and expenses and establishes that the Building use meets the requirements of the Grant Program.

4.2 University shall have access to the Leased Premises 24-hours per day, 365 days a year.

4.3 The Leased Premises comprise a unit in Common Interest Community No. 40, MinnWest Technology Campus. Landlord’s lease of the Leased Premises to University shall comply with the provisions of the Declaration of Common Interest Community No. 40, A Planned Community, MinnWest Technology Campus, dated June 7, 2006, filed June 12, 2006, as Document No. 541852 and the Bylaws of the MTC Owners Association dated September 13, 2010 and filed on September 16, 2010 as Document No. 584884 (together, the “**Governing Documents**”).

5. Environmental.

5.1 Landlord hereby represents to University that the Leased Premises comply with all applicable laws, statutes, regulations, ordinances, rules, and directives as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the Leased Premises, including the Easement Laws (collectively, “**Laws**”).

5.2 During the Initial Term and any Extended Term, University shall have the right to inspect the Leased Premises and perform, at University’s cost, such air quality and environmental testing as it deems reasonable, provided that University gives Landlord advance notice of such testing and University shall restore any damage done to the Leased Premises. If University is dissatisfied with the results of its testing, University shall provide Landlord with written notice of such results. If Landlord fails to remediate such problem within thirty (30) days after receipt of written notice from University (except that if such remediation cannot be cured within said thirty (30)-day period this period shall be extended for a reasonable additional time provided that Landlord commences such remediation within said thirty (30)-day period and proceeds diligently thereafter to complete such work), then University shall have the right to terminate this Lease by giving written notice to Landlord not later than ten (10) days after the end of such thirty (30)-day period (or such permitted later date), in which event this Lease shall be null and void and neither party shall have any further obligations to the other. Rent shall be equitably abated during the remediation period to the extent the Leased Premises are untenantable.

6. Improvements; Alterations.

6.1 Initial Improvements.

6.1.1 Prior to the Commencement Date, Landlord or its agent, at Landlord’s sole cost and expense, constructed improvements (the “**Improvements**”) to the Leased Premises (i) in accordance with all applicable Laws, and (ii) in a good and workmanlike manner. University acknowledges that the City of Willmar’s zoning code and not the University’s Standards and Procedures for Construction apply to the Improvements.

6.1.2 Landlord will own and insure the Improvements as part of the Leased Premises. Landlord warrants to University that (a) all materials and equipment furnished as part of the Improvements are of good quality and were, when installed, new, except as expressly stated in this Section 6.1.2; and (b) the Improvements conform to the construction documents previously approved by University and will be free of defects. University and Landlord agree that Landlord has installed existing doors and doorknobs, which are not new, but are of good quality. Landlord shall assign or cause University to be a third party beneficiary as to all warranties as to the Leased Premises arising under the construction contract for the Improvements.

6.2 Furniture, Fixtures, and Equipment.

6.2.1 Landlord, at its sole cost and expense, has purchased from grant funds and installed in the Building the furnishings, trade fixtures and equipment described on Exhibit D (“**Landlord’s Equipment**”), prior to the Commencement Date.

6.2.2 Starting on the Effective Date, Landlord shall hold in escrow for University’s benefit Forty-Six Thousand Nine Hundred Two and 77/100 Dollars (\$46,902.77) (the “**University Equipment Fund**”) for University’s use in purchasing equipment (“**University Equipment**”). At University’s request, Landlord shall install the University Equipment in the Leased Premises. Landlord shall use the University Equipment Fund to within 30 days after University’s request reimburse the University for University’s costs to purchase additional equipment and/or make repairs to or replace equipment and may use the University Equipment Fund to reimburse itself for its costs to install equipment at University’s request.

6.2.3 Landlord shall own and insure Landlord’s Equipment and the University Equipment, which insurance costs shall constitute an Operating Expense under the terms of Section 3.2 above.

6.3 Alterations.

6.3.1 Landlord shall be responsible for completing alterations, additions or improvements (collectively, “**Alterations**”) requested by University after the Commencement Date, which Landlord shall contract for on a “**cost not to exceed**” basis in accordance with the Leasehold Improvement Change Form attached to this Lease as Exhibit E. Completion of a Leasehold Improvement Change Form signed by University’s Director of Real Estate or Leasing Manager is required prior to Landlord making any Alterations at University’s expense after the Commencement Date.

6.3.2 University shall keep the Leased Premises free of mechanics', materialmen's, and other liens arising out of any work, labor done, services performed, or materials furnished for University or claimed to have been so furnished during the Term, provided that University may contest any such liens so long as it is acting in good faith. Subject to the Minnesota Tort Claims Act and other applicable law, University agrees to indemnify, defend and hold harmless Landlord from all claims and expenses arising out of such liens. Landlord agrees to indemnify University against mechanics' or other liens filed against the Leased Premises as a result of the improvements to the Leased Premises ordered by the Landlord prior to the Commencement Date or any improvements conducted by or on behalf of Landlord after the Commencement Date.

6.3.3 Landlord will own and insure the Alterations as part of the Building. University has no obligation to remove any Alterations when the Term ends.

6.4 Landlord agrees to cooperate with University in the process of effectuating the intent of this Section including applying for permits, executing documents, making appearances and doing other things as University may reasonably request.

6.5 Landlord warrants and guarantees that all Improvements and Alterations to the Leased Premises shall be performed in conformity with the provisions of the Governing Documents and that certain Conservation Easement between MinnWest Technology Management Company, LLC, and the Minnesota Historical Society, dated January 13, 2006, filed January 17, 2006 and recorded as Document No. 537342 (the "**Easement**").

7. Maintenance and Repair.

7.1 University shall be responsible for annual expenses related to maintenance and repair of the Building, interior and exterior, and any portion thereof, Landlord's Equipment and University Equipment, and shall maintain the Building in broom clean condition. Upon request by University, Landlord shall provide Building, Landlord's Equipment and University Equipment repair and maintenance services, and University shall, as applicable, reimburse Landlord upon University's receipt of Landlord's invoice at the rates set forth in Exhibit F or directly pay a third party performing the maintenance or repair work upon receipt of the third party's invoice.

7.2 Subject to reimbursement under Section 3.2, Landlord shall enter into and maintain annual contracts requested by University for maintenance, repair, and/or service related to the Building, Building components and systems, Landlord's Equipment and University Equipment, including without limitation, the Building elevator with a duly licensed elevator maintenance and repair company, and the Building fire and life safety equipment with an appropriate company.

7.3 Subject to reimbursement under Section 3.2 and as requested by University, Landlord shall perform all capital repairs, replacements, and upgrades of Building components and systems, and capital repairs, replacements, and upgrades of Landlord's Equipment and University Equipment.

7.4 Landlord, at its sole cost and expense, shall keep the Leased Premises, other than the Building, (or cause the Leased Premises, other than the Building, to be kept) in good order and condition, and free and clear of ice and snow during appropriate times of the year, including the common areas of the MinnWest Technology Campus, which shall be maintained with accessibility and facilities in compliance with applicable Laws.

8. Utilities; Services; Taxes.

8.1 University shall obtain natural gas, electricity, sewer and water directly from, and pay for the same when due directly to, the applicable utility company.

8.2 University, at its sole cost and expense, shall (a) obtain receptacles for trash and recycling and place them outside the Building in a location mutually agreed upon by University and Landlord; and (b) arrange for janitorial services for the Building interior (including the removal and disposal of trash).

8.3 There exists one elevator in the Building for passenger and freight elevator service. Landlord shall enter into and at all times during the term of this Lease maintain a suitable contractual arrangement with a service provider for the maintenance and operating permit services for that elevator.

8.4 Landlord shall pay, without reimbursement from University, all real estate and/or personal property taxes, assessments, and governmental charges, if any, levied by a government authority or the MTC Owners Association against and/or attributable to the Leased Premises.

9. Quiet Possession. Landlord agrees that University, on paying Rent and performing the covenants in this Lease, shall have quiet possession of the Leased Premises for the Initial Term and all Extended Terms.

10. Surrender of Premises.

10.1 University will, at the termination or expiration of this Lease, quietly yield and surrender the Leased Premises to Landlord in broom clean condition, excepting normal wear and tear, damage from the elements, damage for which University has been released of liability, and damage covered by insurance.

10.2 If the Leased Premises were modified or improved during the Initial Term or any Extended Term by either Landlord or University, Landlord shall accept the Leased Premises in their improved condition at Lease expiration or termination and no restoration by University shall be required. University shall not remove Landlord's Equipment from the Leased Premises at expiration or termination of this Lease.

10.3 University shall have the right to remove all personal property, provided that University repairs any damage caused by such removal.

11. Hold-Over Tenancy. In the event University remains in possession of the Leased Premises after the expiration of this Lease and without execution of a new lease, it shall be deemed to be occupying the Leased Premises as a tenant from month-to-month only, upon the same terms and conditions contained in this Lease, to the extent the same terms are applicable to a month-to-month tenancy.

12. Right of Entry. Landlord shall have the right upon reasonable notice to enter the Building during normal business hours (except in emergency situations when entry shall be immediate) for the purposes of inspecting or making repairs to the Leased Premises or—during the last ninety (90) days of the Initial Term or any Extended Term—for the purpose of showing the Building to prospective tenants, purchasers, and lenders. University may have a University representative accompany Landlord. When showing the Building to prospective tenants, purchasers and lenders, Landlord shall use reasonable efforts to not unduly interfere with University's use of the Building.

13. Liability, Insurance, Release, Waiver.

13.1 Liability. Landlord and University agree that they will be responsible for their own actions, including the actions of their directors, officers, agents, employees, contractors and invitees, and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its directors, officers, agents, employees, contractors and invitees, or the results thereof. Landlord's liability is subject to Minnesota Statutes Chapter 466. University's liability is subject to the provisions of the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable law.

13.2 Insurance. Notwithstanding anything to the contrary in the Governing Documents:

a. Both parties shall maintain general liability insurance covering claims for bodily or personal injury, and property damage with no deductible and limits that meet its statutory liability limits.

b. Both parties shall maintain workers' compensation and employer's liability insurance to the extent required by law.

c. University shall insure its personal property located in the Building or on Leased Premises.

d. Landlord shall insure on a replacement cost basis under an "all-risks" policy of insurance the Leased Premises, all Improvements and other alterations and/or modifications of a permanent nature within the Leased Premises, Landlord's Equipment and University Equipment.

e. All insurance policies required under this section shall provide that such policies shall not be materially modified, non-renewed, or canceled without at least thirty (30) days' prior written notice to Landlord and University. Landlord and University may each self-insure for the coverages required under this section.

13.3 Release; Waiver.

a. Notwithstanding any provision of this Lease to the contrary, University and Landlord each release the other from any liability for loss or damage covered at the time of loss or damage by a standard form of "all risks" insurance policy, but only to the extent of the insurance.

b. University and Landlord shall promptly after the effective date cause the insurer of each insurance policy required to be carried by either party to provide that the insurer waives all rights by way of subrogation against the other party in connection with any damage covered by insurance.

14. Damage.

14.1 If any portion of the Leased Premises are damaged materially affecting University's tenancy, University may terminate this Lease by written notice to Landlord given within thirty (30) days after any of the following: (a) the damage; (b) notification that the restoration period will exceed four (4) months; or (c) restoration extending beyond the time period for completion as contained in Landlord's notification to University. Upon Lease termination, all future obligations of each party shall cease.

14.2 If fifty percent (50%) or more of the Leased Premises are damaged, Landlord may terminate this Lease upon written notice to University within thirty (30) days of such damage. Except as expressly stated herein, upon Lease termination, all future obligations of each party shall cease.

14.3 Unless the Lease is terminated pursuant to Sections 14.1 or 14.2 above, (a) Landlord shall within thirty (30) days after the date of damage notify University, in writing, of the time period in which restoration will be complete; and (b) Landlord, at its sole cost, shall promptly rebuild and restore the Leased Premises to the condition that existed immediately prior to the damage, using reasonable diligence to complete the restoration, and Rent and all University liabilities shall be equitably abated (in whole or in part, depending on which portion(s) of the Leased Premises are damaged) during the restoration period.

15. Eminent Domain.

15.1 If, by an exercise of the right of eminent domain or by conveyance made in response to the threat thereof (in either case, a "**Taking**"), more than twenty-five percent (25%) of the Building or any part of the Leased Premises is taken materially adversely affecting University's tenancy in the Leased Premises, this Lease will, at the election of University, terminate on the earlier of the vesting of title to such portion in the condemning authority, or the taking of possession of such portion by the condemning authority. Upon Lease termination, all future obligations of each party shall cease. University and Landlord shall divide the total award less costs of obtaining the award, including attorneys' and appraisers' fees based on by their respective interests in the Leased Premises, as determined by agreement or by any court of competent jurisdiction, but subject to the rights of any party who holds a valid lien against any of their interests in the Leased Premises; provided, however, that such respective interests shall be appraised as if:

(a) this Lease had not been terminated, and

(b) University were permitted to continue to occupy the Leased Premises for the permitted uses under this Lease for the Initial Term or any Extended Term.

15.2 In connection with any Taking subject to this Section, University may prosecute its own claim by separate proceedings against the condemning authority for additional damages legally due to it, including but not limited to:

- (a) the loss of fixtures which University was entitled to remove,
- (b) loss of the Improvements, and
- (c) relocation expenses.

15.3 If this Lease is not terminated, Landlord shall, at its expense, restore the Leased Premises exclusive of any furnishings and fixtures owned by University, to as near the condition that existed immediately prior to the date of taking as reasonably possible, and Rent shall equitably abate to the extent University's occupancy is materially affected.

16. Default and Remedies.

16.1 The following shall constitute an Event of Default: University or Landlord fails to comply with any of the condition, covenant or agreement in this Lease and such failure continues for thirty (30) days after written notice from the non-defaulting party specifying the nature of the default; provided, however, that if the nature of the default is such that the defaulting party can cure the default, but not within the thirty (30)-day period, then the Event of Default shall be suspended for a period of time necessary to cure the default so long as the defaulting party immediately commences and diligently pursues to completion the curing of the default.

16.2 In the Event of a Default that is not cured within the applicable cure period, the non-defaulting party may do any of the following:

- (a) terminate this Lease and the future obligations of each party shall cease; or
- (b) if the default can be cured by the expenditure of money, the non-defaulting party shall cure the default, charge such cost to the defaulting party and the defaulting party shall pay the same immediately upon demand.

16.3 In the event Landlord retakes possession of the Leased Premises based on a default by University, this Lease shall automatically terminate and all future obligations of the parties shall cease as of the day of such taking. Landlord must seek to relet the Leased Premises. If Landlord relets the Leased Premises, Landlord must credit against University's liability any money Landlord collects.

16.4 All remedies conferred on Landlord or University shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law or in equity.

17. Waiver of Rights. The failure of either party to insist on any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option contained in this Lease shall not be construed as a waiver or relinquishment for the future of such covenant or right. Receipt by Landlord of Rent due with knowledge of the breach of any covenant shall not be deemed a waiver of such breach. No waiver by Landlord or University of any of the provisions of

this Lease shall be deemed to have been made unless expressed in writing and signed by the party expressing such waiver.

18. Signs.

18.1 Landlord shall install or cause to be installed a minimum of six exterior signs to guide visitors to the Building and to create a visible University presence at locations on the MinnWest Campus designated by University and approved by Landlord, which approval shall not be unreasonably conditioned, delayed, or withheld provided that the signs comply with Landlord's sign ordinance. The exterior signs shall be designed by University. In addition, Landlord shall provide and install Building signs located on the exteriors near the front and back doors of the Building, which shall be designed by University. The exterior Building signs are collectively referred to herein as "**Signs.**" University shall pay all costs to design, construct, and install the Signs.

18.2 Landlord shall maintain and repair the Signs and University shall reimburse Landlord for its costs under Section 7.1. In addition, Landlord shall be solely responsible for obtaining any approvals of Signs required by applicable Laws, including requirements imposed on historically designated properties.

18.3 University, at Landlord's cost and expense, shall maintain all signs located in the interior of the Building.

18.4 All University signs shall be in compliance with applicable sign ordinances and the Governing Documents.

18.5 At Lease expiration or earlier termination, University shall remove and dispose of all exterior and interior Building signs and no restoration by University shall be required.

19. Miscellaneous.

19.1 Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed by the receiving party), or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University: Regents of the University of Minnesota
c/o Real Estate Office
Attn.: Leasing Manager
Suite 424, Donhowe Building
319-15th Avenue SE
Minneapolis, MN 55455-0199
Facsimile No.: (612) 624-6345
E-mail: reo@umn.edu

With a copy of notices of default to: University of Minnesota
Office of the General Counsel
Attn.: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: contracts@mail.ogc.umn.edu

If to Landlord: City of Willmar
Planning & Development Services
Attn: Director of Planning and Development Services
P.O. Box 755
333 SW 6th Street
Willmar, MN 56201
Facsimile NO.: (320) 235-4917
E-mail: bpeterson@ci.willmar.mn.us

With a copy to: MinnWest Technology Campus Management
Company, LLC
Attn: General Manager
1700 Technology Drive NE, Suite 101
Willmar, MN 56201
Facsimile No.: (320) 222-9788
E-mail: steve.salzer@minnwesttechnology.com

19.2 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between Landlord and University, it being expressly understood and agreed that neither the method of computation of Rent nor any other provisions contained in this Lease nor any act or acts of the parties shall be deemed to create any relationship between Landlord and University other than the relationship of landlord and tenant.

19.3 Assignment or Sublease. University may license, assign or sublease a part or all of the Leased Premises without the consent of Landlord, provided that the proposed use of the Leased Premises by a licensee, assignee or subtenant is consistent with the existing uses of the MinnWest

Campus and the Grant Program. The occupation or use of the Leased Premises by the following do not constitute an assignment or sublease, which uses Landlord hereby approves: (a) another unit, college, program, department, registered student organization, or affiliate of University; and/or (b) Minnesota State Colleges and Universities—Saint Cloud State University. Landlord may assign or transfer its interest in this Lease as a result of the sale of the Leased Premises or otherwise without University's consent, provided such assignee continues to perform Landlord's obligations set forth in this Lease, and provided that Landlord gives University sixty (60) days' prior written notice of such assignment.

19.4 Amendments. This Lease shall be amended only in a writing duly executed by all the parties to this Lease. In addition, any changes, additions or modifications of this Lease must be agreed to, in writing, by the Commissioner of Minnesota Management and Budget, and such agreement shall be requested by Landlord.

19.5 Entire Agreement. This Lease (including all addenda, exhibits, and schedules) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms and all prior negotiations and agreements relating to the subject matter of this Lease are merged into this agreement.

19.6 Governing Law/Jurisdiction. The laws of the state of Minnesota shall govern the validity, construction, and enforceability of this Lease, without giving effect to its conflict of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity, performance, and enforcement of this Lease shall be in the courts of the state of Minnesota.

19.7 Counterparts. Any number of counterparts of this Lease may be executed by the parties to this Lease. Each such executed counterpart will be, and will be deemed to be, an original, but all of such executed counterparts will constitute, and will be deemed to constitute, in the aggregate, one and the same instrument.

19.8 Brokers. University and Landlord represent and warrant to the other that it has not engaged or dealt with any commissioned broker in connection with this Lease and each party agrees to indemnify, defend and hold harmless the other from and against any claim for a commission asserted by anyone other than those specified in writing attached to this agreement in connection with this Lease or the Leased Premises.

19.9 Consent. Landlord shall either grant or deny any required consent within fifteen (15) days after University's request. After that fifteen (15)-day period, Landlord's silence shall be deemed to constitute consent. Any failure to consent must specify all grounds for that failure. Any consent by landlord shall not be unreasonably withheld, conditioned, or delayed.

20. Master Lease.

20.1 University hereby consents to the termination of the Prior Master Lease as of the Effective Date.

20.2 Landlord and University agree that the Prior Sublease is terminated as of the Effective Date. The adjustment of Operating Expenses described in Section 3.2.1 of the Prior Sublease shall survive the termination of the Prior Sublease. University shall not surrender possession of the Lease pursuant to the provisions of the Prior Sublease, but rather shall continue in possession of the Leased Premises pursuant to this Lease.

20.2 Landlord represents and warrants to University that Landlord has obtained the consent of Minnesota Management and Budget to the termination of the Prior Master Lease and the Prior Sublease.

21. Additional Representations and Warranties of Landlord. Landlord represents and warrants:

(a) that the Leased Premises comprise a unit in Common Interest Community No. 40, MinnWest Technology Campus, and are subject to the Governing Documents, which are attached as Exhibit G;

(b) that Landlord owns the Unit;

(c) that there are no existing violations of MinnWest or Landlord of the Governing Documents or liens against the Unit imposed by the MTC Owners Association or any other person;

(d) that leasing of the Unit to University does not violate any of the Governing Documents;

(e) that, as of the commencement date of this Lease, any and all assessments or charges imposed by the MTC Owners Association have been paid in full by MinnWest or Landlord; and

(f) that, except as specifically identified in the Lease, MinnWest or Landlord will perform all obligations of MinnWest pursuant to the Governing Documents.

22. Management Agreement. Landlord and MinnWest entered into a Management Agreement effective as of the Effective Date (“**Management Agreement**”), by which MinnWest assumes full responsibility for and agrees to perform all of Landlord duties and obligations set forth in this Lease. For so long as the Management Agreement is in full force and effect, University shall look solely to MinnWest for the performance of Landlord’s duties and obligations and holds harmless Landlord for the performance of and compliance with Landlord’s obligations and duties. A copy of the Management Agreement is attached as Exhibit H.

IN WITNESS WHEREOF, Landlord and University execute this Lease.

Regents of the University of Minnesota

City of Willmar

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**Addendum to Lease
MinnWest**

1. MinnWest waives and relinquishes any right of first refusal to lease the Building, whether such right arises in the Governing Documents or otherwise.
2. MinnWest shall promptly provide University with notices of all meetings of the MTC Owners Association. University shall have the right to attend all MTC Owners Association meetings with respect to the Leased Premises.
3. Without obtaining University's prior written consent, MinnWest shall not make any changes to the terms of the Governing Documents and/or the Easement and no additional common interest community instruments, including Rules and Regulations, shall be created that would affect University in its use of the Leased Premises or create any additional burden or obligation on University, financial or otherwise.
4. MinnWest shall indemnify, defend and hold harmless University from and against any and all loss, damage, liability, claim, demand, lawsuit, judgment, cost, and fee (including attorneys' fees) arising from or related to MinnWest's failure to perform Landlord's obligations under this Lease and/or MinnWest's obligations under the Management Agreement.
5. MinnWest shall have the right, after execution of the Lab Use Agreement attached as Exhibit I or Facility Use Agreement attached as Exhibit J, to use those portions of the Leased Premises under terms and conditions agreed to by University.

MinnWest Technology Campus Management Company, LLC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
Prior Master Lease

EXHIBIT B

Leased Premises

EXHIBIT C

Grant

2009 BUILDING 32 REMODELING ELEVATOR ADDITION MINNWEST TECHNOLOGY CAMPUS WILLMAR, MN

MINNWEST TECH
 2009 BUILDING 32 REMODELING
 ELEVATOR ADDITION
 MINNWEST TECHNOLOGY CAMPUS
 WILLMAR, MN

**MINNWEST TECH CAMPUS -
 ELEVATOR &
 STAIR ADDITION
 BUILDING #32**

**CONSTRUCTION
 DOCUMENTS**

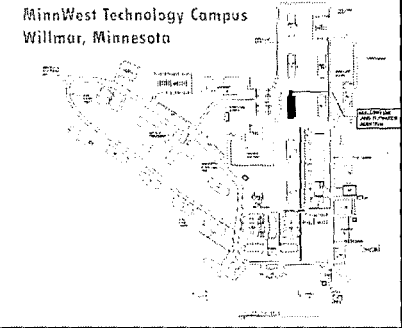
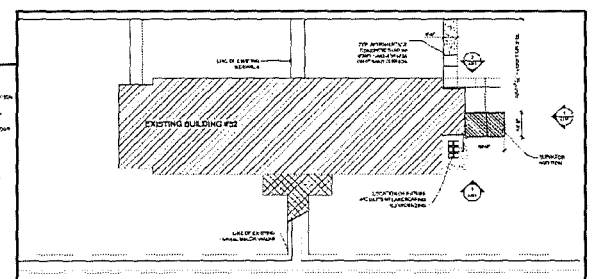
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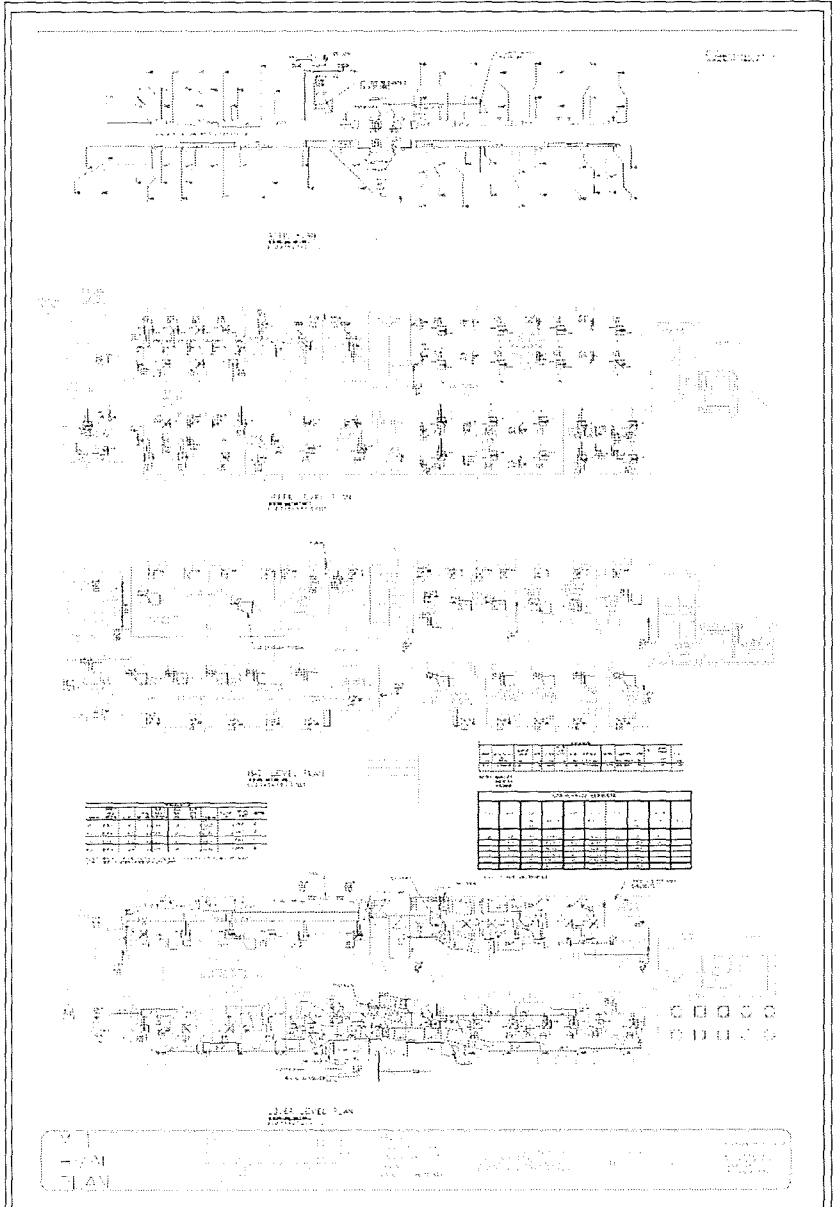
DATE: 10/20/08

BY: [Signature]

CHECKED BY: [Signature]

SCALE: AS SHOWN

<p>GENERAL NOTES</p> <ol style="list-style-type: none"> SEE NOTES ON SHEET G001 FOR GENERAL NOTES. WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. 	<p>SHEET INDEX</p> <p>001 G001 - GENERAL NOTES</p> <p>002 G002 - GENERAL ARCHITECTURAL NOTES</p> <p>003 G003 - GENERAL ARCHITECTURAL DEMOLITION NOTES</p> <p>004 G004 - MATERIALS</p> <p>005 G005 - SYMBOLS</p>	<p>GENERAL ARCHITECTURAL NOTES</p> <ol style="list-style-type: none"> WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. 	<p>GENERAL CONSTRUCTION NOTES</p> <ol style="list-style-type: none"> CONSTRUCTION SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. 																																																
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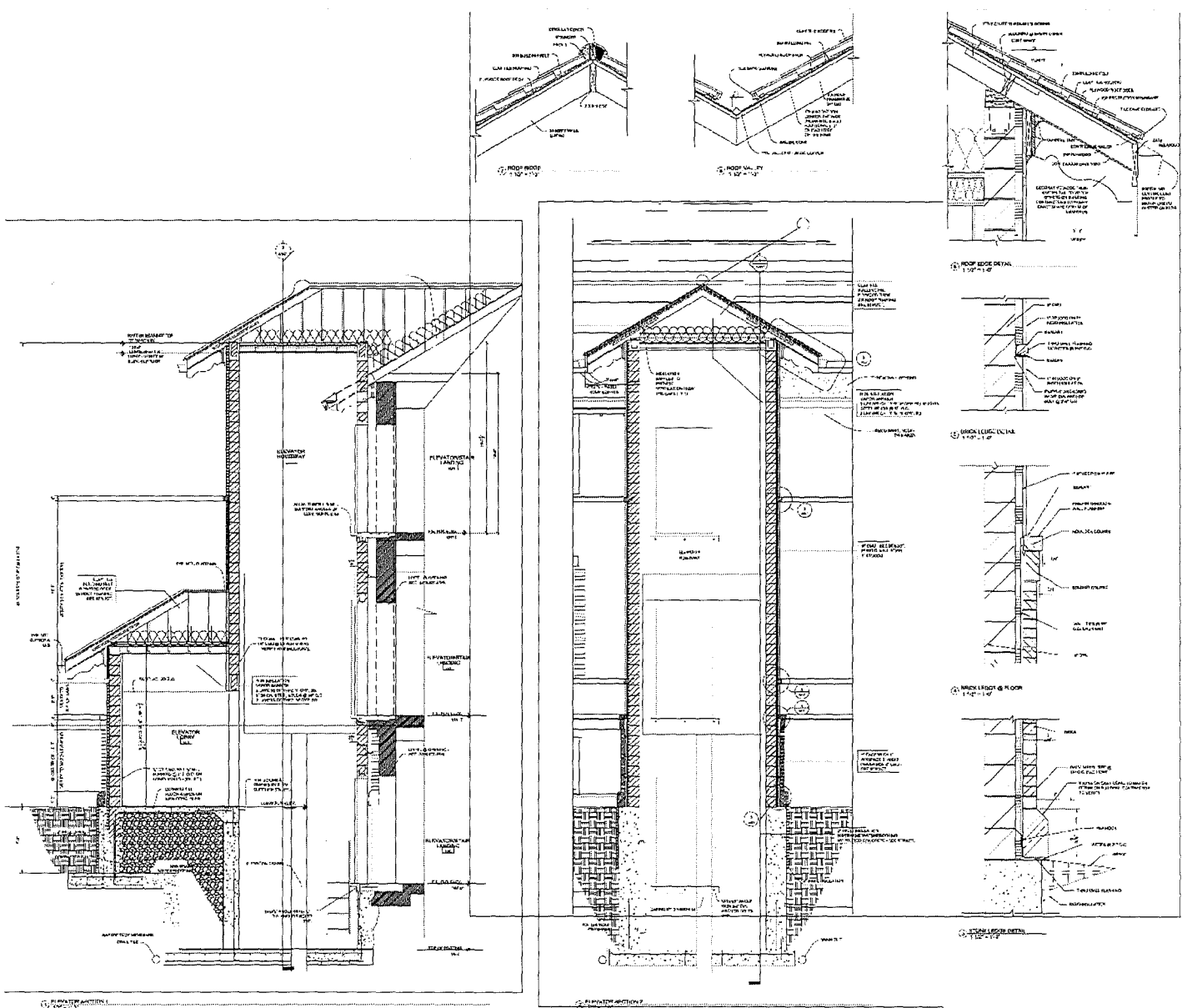
MINNWEST TECH
 CAMPUS
 ELEVATOR &
 STAIR ADDITION
 BUILDING 32

CONSTRUCTION
 DOCUMENTS
 SHEET NO. M-1

DATE: 08/11/09
 SCALE: AS SHOWN

2009 BUILDING 32 REMODELING
 ELEVATOR ADDITION
 MINNWEST TECHNOLOGY CAMPUS
 WILLMAR, MN

MINNWEST TECH
 1100 UNIVERSITY AVENUE
 WILLMAR, MN 56380
 TEL: 763.942.1000
 FAX: 763.942.1001
 WWW.MINNWESTTECH.EDU



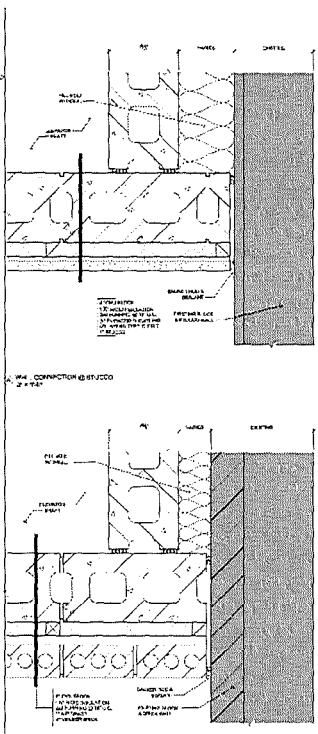
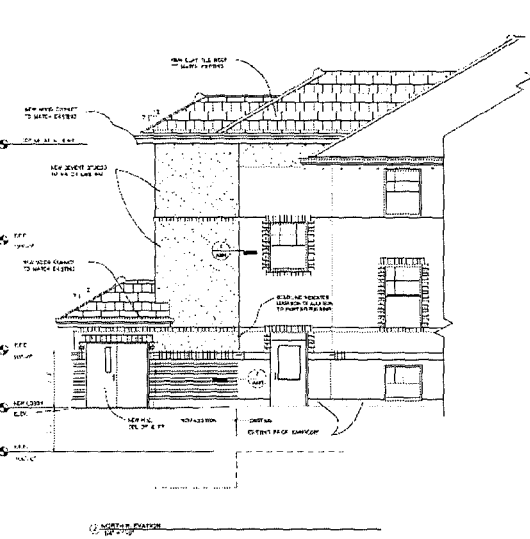
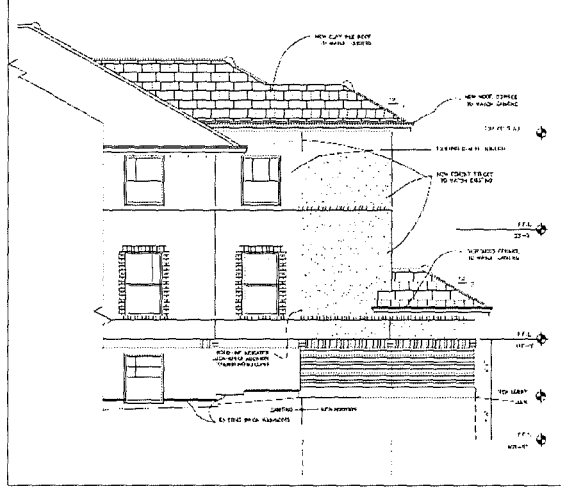
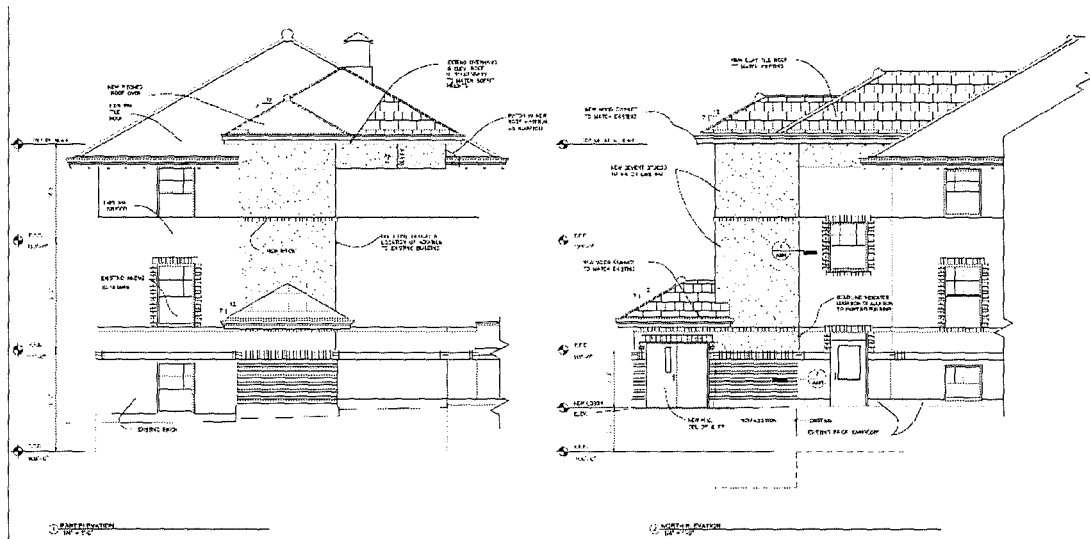
MINNWEST TECH CAMPUS - ELEVATOR & STAIR ADDITION BUILDING #32

2009 BUILDING 32 REMODELING ELEVATOR ADDITION MINNWEST TECHNOLOGY CAMPUS WILLMAR, MN

CONSTRUCTION DOCUMENTS

SECTIONS

A301



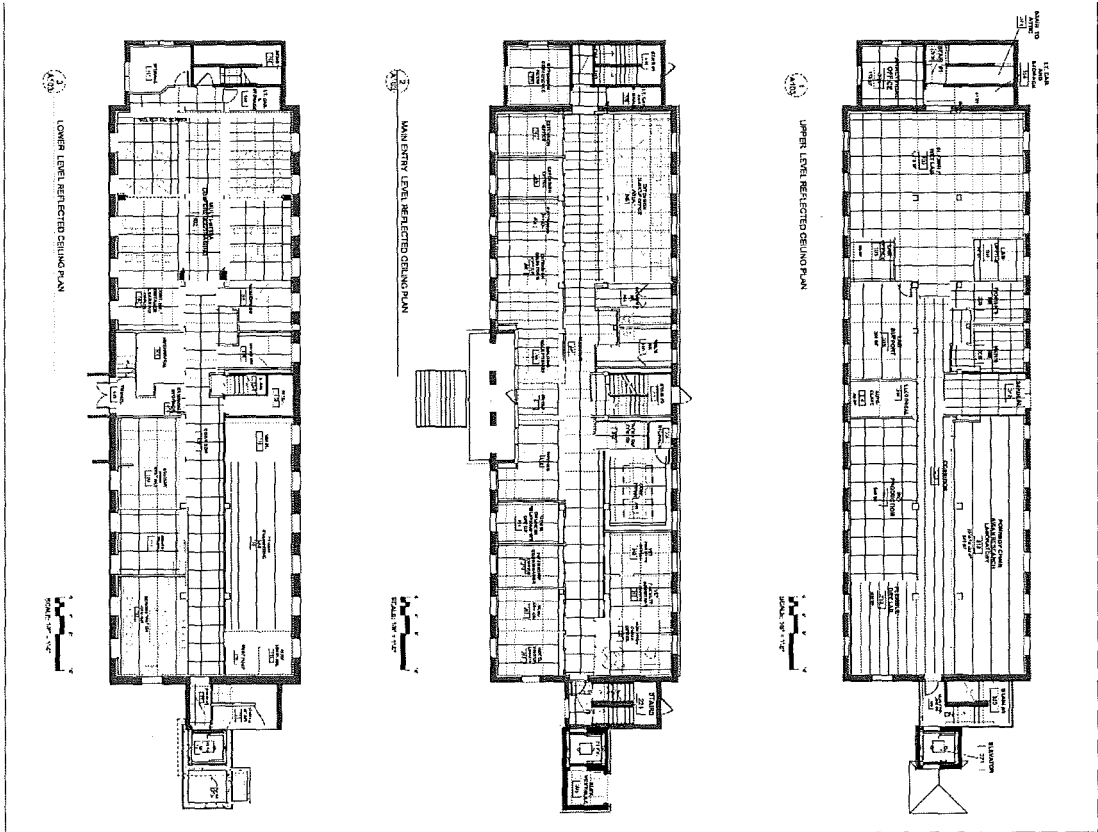
2008 BUILDING 32 REMODELING
 ELEVATOR ADDITION
 MINNWEST TECHNOLOGY CAMPUS
 WILLMAR, MN

MINNWEST TECH
 CAMPUS -
 ELEVATOR &
 STAIR ADDITION
 BUILDING #32

CONSTRUCTION
 DOCUMENTS

ELEVATIONS

A201




	<p>2009 BUILDING 32 REMODELING ELEVATOR ADDITION MINNWEST TECHNOLOGY CAMPUS WILLMAR, MN</p>	<p>DATE: 11/11/09 DRAWN BY: [Name] CHECKED BY: [Name] SCALE: 1/8" = 1'-0"</p>
<p>MINNWEST TECH CAMPUS - ELEVATOR & STAIR ADDITION</p>		
<p>PRELIMINARY NOT FOR CONSTRUCTION FLOOR PLANS</p>		
<p>A103</p>		

EXHIBIT E

LEASEHOLD IMPROVEMENT CHANGE FORM

From/To: Leasing Manager cc. University dept./contact person requesting the change
424 Donhowe Building
319-15th Avenue S. E
Minneapolis, MN 55455-0199
612.626-9402/Fax: 612.624.6345

To/From:

RE: L- , Suite (Room within Leased Premises)

(University to complete)

Description of University's Requested Change:

(Landlord to complete)

Proposed Architect: Work to be designed by:

Proposed Contractor: Work to be bid/constructed by:

Timeframe: State and define amount of time required to substantially complete the requested changes:
(attach a schedule for the architect's and contractor's performance of their work, which shall not be changed without University's prior written approval)

Design: Not to Exceed Cost to University: _____ Dollars (\$ _____)

Construct: Not to Exceed Cost to University: _____ Dollars (\$ _____)

All bids, drawings, plans, and specifications are attached to this form as Exhibit 1.

(University to complete)

University's signature below will authorize the above changes. Work will proceed only after signed authorization received from the U of M Real Estate Office and the Department requesting the change.

Department Authorization: _____	Date: _____
U of M Real Estate Authorization to Proceed: _____	Date: _____
EFS Number to Bill Against: _____	

This written Leasehold Improvement Change form, with exhibits, together with any applicable provisions of the lease, is the entire agreement between University and Landlord with respect to the requested changes described above. If there is any conflict between the terms of the lease and this Leasehold Improvement Change Form, this Leasehold Improvement Change Form will control.

Landlord agrees that (1) the cost stated herein is inclusive of all costs required to complete the improvements and shall not be exceeded without the advance written approval of the U of M Real Estate Office's Leasing Manager or Director; (2) Landlord shall be solely liable for any costs not approved in accordance with this change form; (3) it will identify Regents of the University of Minnesota as a third-party beneficiary in its agreements with the architect(s) and contractor(s); (4) it will require the architect to design, and contractor to construct, the improvements to meet the University's requirements identified above; (5) it warrants that all design and construction work will be performed by duly licensed and qualified professionals; (6) it warrants that any incomplete or defective work or work not in compliance with applicable federal, state, or local laws, statutes, regulations or codes will be promptly completed and/or corrected at Landlord's sole cost and expense; (7) authorize the architect(s) and contractor(s) to communicate directly with University; (8) require the architect(s) and contractor(s) to invite the University to all meetings regarding the improvements; (9) the improvements will be owned and insured by Landlord, unless specifically noted; (10) it will not require the University to remove the improvements upon lease termination or expiration; and (11) it will indemnify, defend, and hold harmless University from and against any claims, causes of action, liability, loss, damage, or expense (including attorney's fees) arising out of the improvements' design or construction.

Acceptance of Completed Leasehold Improvement Change Form:

Landlord: _____ Date: _____

University: _____ Date: _____

EXHIBIT 1 to Leasehold Improvement Change Form
(ATTACH BIDS, DRAWINGS, PLANS SPECIFICATIONS)

EXHIBIT F

Landlord's Repair Rates

**Hourly Rate is \$45.00
with a fifteen minute minimum.**

EXHIBIT G

Governing Documents

EXHIBIT H

Management Agreement

EXHIBIT I

FORM OF LABORATORY USE AGREEMENT (Company Use)

THIS LAB USE AGREEMENT (the “**Agreement**”) is entered into effective as of _____, by and between Regents of the University of Minnesota (“**University**”), a Minnesota constitutional corporation, and _____ (“**Company**”), a _____ . This Agreement is entered into by University through its _____.

WHEREAS, Company desires to use University laboratory facilities and equipment located on and within property owned by the City of Willmar (“**City**”) on the terms and conditions set forth in this Agreement, and

WHEREAS, University desires to make its facilities and equipment available on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration University and Company agree as follows:

1. Description of Facilities and Equipment Available for Company Use. Company may use those University facilities and equipment during the times, on the conditions, and for the fees set forth in this Agreement and on the attached University Laboratory Facilities and Equipment Schedule (the “**Schedule**”), a copy of which is attached to, made a part of, and incorporated in this Agreement. Company’s use of the facilities and equipment pursuant to this Agreement will not exceed 50 separate calendar days. University reserves the right to modify the times, conditions, and fees set forth in this Agreement and on the Schedule on thirty (30) days notice.

2. Fee. The fees are set forth on the Schedule. University shall submit invoice to Company for payment. All invoices shall be payable net thirty (30) days from the date of invoice.

3. Compliance with all Rules and Regulations. Company acknowledges and agrees that it will review the applicable Laboratory Safety Plan prior to its use of University facilities and equipment and will follow all rules and directions from University personnel regarding use of University facilities and equipment.

4. List of Persons Authorized by Company to Use the Facilities. If Company is a corporation, partnership, proprietorship, or other business or non-profit entity, Company agrees to furnish University, upon execution of the Agreement, a list of Company’s officers, agents, or employees authorized to use University facilities and equipment on Company’s behalf. Company understands that persons not on such list will not be permitted to use University facilities or equipment on behalf of Company unless Company provides written authorization and an updated list reflecting Company’s authorization of such person(s). Company shall ensure that all persons authorized to use University facilities or equipment on behalf of Company shall have reviewed the applicable Laboratory Safety Plan and follow all rules and directions from University personnel regarding use of University facilities and equipment.

5. Termination.

5.1. Either party shall have the right to terminate this Agreement on thirty (30) days' written notice to the other.

5.2. University shall have the right to immediately terminate this Agreement and suspend Company's use of University facilities and equipment in the event:

- (i) Company's account is more than thirty (30) days past due; or
- (ii) Company fails to comply with any of the conditions or rules contained in the Safety Manual, Rules, or Release. Such determination shall be in University's sole discretion.

6. Care and Maintenance of Equipment and Facilities. Company agrees that in the event it damages any University or City facilities or equipment, Company will bear the sole financial responsibility for such damage.

7. Indemnification. Company shall also release, indemnify, defend, and hold harmless University and City on demand for, from, and against any and all losses, liabilities, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys' fees) arising out of Company's use of University facility or equipment and/or City-owned property, including but not limited to, claims relating to products liability, property damage, personal injury, negligence, or death.

8. Personal Property. Company, not University, is responsible for loss of, theft of, or damage to any personal property of Company or its authorized users, located within University facility or on University or City property.

9. Limitation on Warranties. University hereby expressly disclaims and excludes all warranties CONCERNING University equipment or facilities. University does not guarantee the accuracy of any test RESULTS Company may obtain from using University equipment or facilities.

10. Limitation of Liability. Even if Advised of the possibility of such damages, neither University nor City shall under any Circumstances be liable to Company or any other party for (a) Personal injury or property damage (except to the extent of the intentional, willful, or wanton acts of University); (B) Lost Profits, work stoppage, lost data, computer hardware or software damage, failure or malfunction, or any other special, indirect, or consequential damages of any kind.

11. General Provisions.

11.1. Assignment. Company may not assign any rights or obligations of this Agreement without the prior written consent of University. In the event of any assignment, Company shall remain responsible for its performance and that of any assignee under this Agreement. This Agreement shall be binding upon Company, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement shall be void at the sole option of University.

11.2. Force Majeure. University shall not be responsible for any delays or failure to provide access to the facilities and equipment due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes of any kind beyond the control of University.

11.3. Governing Law. This Agreement shall be governed by the laws of the state of Minnesota. Any action to enforce this Agreement shall be heard only in state court in Hennepin County, Minnesota.

11.4. Entire Agreement. This Agreement (including all attached or referenced addenda, exhibits, and schedules) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. The Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University.

11.5. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

11.6. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth in the Lease.

11.7. Authority. The person(s) signing this Agreement on behalf of Company represent(s) and warrant(s) to University that he/she/they have the legal authority to sign this Agreement on behalf of Company and to bind Company to the covenants and conditions of this Agreement. If the individual(s) is/are not so authorized, he/she/they shall be personally liable for Company's performance of its obligations under this Agreement.

11.8. Company Includes Officers, Agents, Representatives, and Employees. Throughout this Agreement, wherever the term "Company" is used, such term shall also include, refer to, and bind Company's officers, agents, representatives and employees.

11.9. Insurance. At all times during the term of this Agreement, Company shall maintain (i) Commercial General Liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate for bodily injury and property damage. The policy shall include coverage for products liability and include University and City as an additional insured; (ii) Automobile Liability with limits not less than \$1,000,000 each occurrence; and (iii) Worker's Compensation insurance to the extent required by law. Company shall provide Certificates of Insurance to University prior to its use of University equipment or facilities.

IN WITNESS WHEREOF, University and Company have executed this Agreement on the day and year first above written.

Regents of the University of Minnesota

Company: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**Attachment to Lab Use Agreement
University Laboratory Facilities and Equipment Schedule**

EXHIBIT J
FORM OF FACILITY USE AGREEMENT

UNIVERSITY OF MINNESOTA
USE AGREEMENT

THIS USE AGREEMENT (the “**Agreement**”) is entered into effective as of _____ by and between the Regents of the University of Minnesota (the “**University**”), a Minnesota constitutional corporation, and _____, a _____ (the “**Licensee**”). This Agreement is entered into by the University through its Mid-Central Research and Outreach Center.

1. Grant of License to Use Facility and Equipment. University grants to Licensee a license to use Room ___ located on the _____ floor of the building located at 1802 18th Street NE, Willmar, Minnesota (the “**Premises**”) and any equipment (“**Equipment**”) identified on Schedule A attached to this Agreement on that/those specific date(s) and during the times identified on Schedule A for the sole purpose(s) of: _____ . Licensee’s use of the Premises and Equipment pursuant to this Agreement will not exceed 50 separate calendar days. Licensee agrees that it is taking the Premises and Equipment in AS-IS and WITH ALL FAULTS condition. Licensee shall use the Premises and Equipment in accordance with the terms and conditions of this Agreement, all University policies, procedures and rules and all federal, state and local laws, ordinances, rules and regulations.

2. Fee. Licensee agrees to pay to University for its use of the Premises and Equipment the sum of _____ and no/100 dollars (\$ _____) upon the signing of this Agreement. In no event shall Licensee be permitted to use the Premises and Equipment before the fee is paid. The Fee is nonrefundable, unless otherwise provided in this Agreement.

3. Utilities and Services. University (or its manager or contractor) will provide the following utilities and services: heat or air-conditioning, electricity, and water/sewer and garbage removal and janitorial services in accordance with University’s routine schedule for the Premises. Upon receipt of an invoice, Licensee shall reimburse University for University’s costs to provide any additional maintenance and/or services required for Licensee’s use.

4. Food and Beverage. Food and beverage may be served in the Premises only with the permission of University, and, if required by University, a permit from University’s Department of Environmental Health and Safety.

5. Alterations; Signs; Liens. Licensee shall not redecorate, change or alter the Premises and Equipment, nor shall Licensee display any signs or advertising in or about the Premises, without the prior written consent of University, which consent University may grant or withhold in its sole discretion. Licensee shall not permit to accrue, and shall indemnify and hold harmless University from and against, any liens for labor or materials provided to Licensee, or claimed to have been so provided.

6. Personal Property. Licensee, not University, is responsible for and releases University from loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Premises or on University property, before, during or after the term of the Agreement.

7. **Indemnification.** To the extent permitted by law, Licensee releases and agrees to defend (with counsel reasonably acceptable to University), indemnify, and hold harmless University and the City of Willmar ("City") from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) arising from or in connection with Licensee's use of the Premises and Equipment and other University property; the negligent or wrongful acts of Licensee's employees, agents, vendors, contractors, or invitees; or Licensee's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Agreement.

8. **Insurance.** Licensee shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence covering Licensee's use of the Premises, or qualified self-insurance approved in advance by University.

9. **Assignment.** Licensee shall not assign its rights under this Agreement without University's prior written consent, which consent University may grant or withhold in its sole discretion.

10. **Surrender.** Licensee will, at the conclusion of each use and at the expiration or termination of this Agreement, remove all of its personal property and equipment from the Premises and will quietly yield and surrender the Premises to the Landlord in the same good condition that existed when it took them, normal wear and tear excepted.

11. **Notices.** All notices and other communications will be in writing and will be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by overnight courier service or by first-class United States mail to University's MCROC Building Manager at _____ and to Licensee at _____, with a signed copy to University Real Estate Office, Attn: Leasing Manager, 424 Donhowe Building, 319 15th Avenue SE, Minneapolis, MN 55455.

12. **License Only.** Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease.

13. **Remedies; Limitation of University Liability.**

13.1 Upon receipt of an invoice, Licensee shall reimburse University for any and all costs University incurs to repair any damage to the Premises, equipment, or other University property or equipment arising out of or connected with Licensee's use of the Premises and Equipment and/or failure to comply with the terms and conditions of this Agreement. In addition, if Licensee fails to comply with the terms and conditions of this Agreement, University shall be entitled to exercise all other legal and equitable remedies available to University.

13.2 IN NO EVENT SHALL UNIVERSITY OR CITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. UNIVERSITY'S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT IS THE FEE PAYABLE BY LICENSEE AS SET FORTH IN SECTION 2.

14. **Amendments; Entire Agreement.** This Agreement shall be amended only in a writing duly executed by both parties. This Agreement (including all addenda, exhibits and schedules) is intended by the parties as the final and binding expression of their agreement and all prior negotiations and agreements related to the subject matter of this Agreement are superceded by this Agreement.

15. **Use of University Name or Logo.** Licensee agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of

any representative of the University in any sales promotion work or advertising, or any form of publicity, without the written permission of the University in each instance.

16. Non-Waiver. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

17. Governing Law; Forum. The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

IN WITNESS WHEREOF, University and Licensee hereby execute this Agreement on the day and year written below.

Regents of the University of Minnesota

Licensee: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**Schedule A to Use Agreement
Dates and Times of Use
And Equipment to Be Used**

EXHIBIT B
Management Agreement with MinnWest



MinnWest Technology Campus
1700 Technology Drive N.E. Suite 101
Willmar, MN 56201
Phone: 320-222-9770
Cell: 320-905-5361
Fax: 320-222-9788

MANAGEMENT AGREEMENT

AGREEMENT made _____, 2017, between MinnWest Technology Campus Management Company, LLC, a Minnesota limited liability company (the "Manager") and City of Willmar, a Minnesota municipality (the "City").

RECITALS

The City is the owner of building number 1802 (the "Building") located at 1802 18th Street NE on the MinnWest Technology Campus and Business Community ("MinnWest Campus") in the City of Willmar, Kandiyohi County, State of Minnesota. The City intends to lease the Building to the University of Minnesota, a Minnesota constitutional corporation (the "University") under the terms of a Lease Agreement dated _____, 2017 (the "Lease"). Under the Lease, the City leases the Building to the University for purposes that shall qualify the Building for proceeds of the Bioscience Business Development Public Infrastructure Grant Program under the provisions of Minnesota Statute § 116J.435 (the "Grant Program").

Manager currently owns the rest of the MinnWest Campus. The City desires the assistance of the Manager in maintaining and equipping the Building and its facilities, and in the operation thereof.

The City enters into this Agreement under its authority as a charter city granted by Minnesota Statutes Chapter 410, and in accordance with its authority granted under the provisions of sections 1.02 and 1.04 of the Willmar City Charter.

AGREEMENT

Now, therefore, in consideration of the mutual promises herein contained, the parties agree as follows:

1. *Employment of Manager.* City hereby contracts with Manager to supervise, direct and control the management and operation of the Building for the term of this Agreement. The performance of all activities by the Manager shall be for the account of the City. The Manager shall, except as otherwise specifically provided in this Agreement, be responsible for the proper and efficient

operation of the Building.

2. *Term.* The services of Manager shall commence as of the date hereof and shall terminate upon termination of the Lease, unless sooner terminated as herein provided. The City is not required to renew this Agreement beyond the original term thereof and the City may, at its sole option and discretion, allow this Agreement to expire at the end of its original term and thereafter directly operate the Grant Program in the Building, or contract with some other entity to operate the Grant Program in the Building.

3. *Manager's Operating Duties.* During the term of this Agreement, the Manager shall use its best efforts in the management and operation of the Building, and on behalf of the City, shall perform all of the duties and obligations of the Landlord under the terms of the Lease. Such duties shall include, without limitation, the collection of funds and payment of all costs and expenses arising from the use and operation of the Building in connection with the Lease and the Lease; as well as taking steps to see that the terms of paragraph 4 of the Lease are followed so that the University provides to the City the required information about the Grant Program as set forth in that paragraph 4. The Manager shall also be responsible to act as the representative of the City in connection with all of the City's interests as an owner in the MinnWest Campus, including, without limitation, exercising all of the City's rights as a member of the MTC Owners Association.

4. *Statements and Payments To City.* The Manager shall render to the City and all persons designated by the City, all statements and payments due to the City under the terms of the Lease.

5. *Manager's Compensation.* As compensation for Manager's performance hereunder, Manager will be paid the sum of \$1.00 per year.

6. *Early termination of agreement.* This agreement and the employment of the Manager shall be terminated and, except as to liabilities or claims which shall have accrued or arisen prior to such termination, all obligations hereunder shall cease if:

- (a) There is mutual agreement of the parties.
- (b) By the City if there is any default by the Manager in its performance herein.
- (c) There is a termination of the Grant Program.
- (d) There is a taking of the entire or a substantial portion of the Building, or its services, through lawful condemnation proceedings by any governmental authority.
- (e) The City gives notice, within six months after substantial damage or destruction of the Building by fire or other casualty that it has elected not to rebuild or restore the Building.

7. *Casualty.* In the event of any damage or loss to the Building by fire or other casualty, the Manager shall act as follows:

- (a) If the damage or loss involves more than \$5,000, the Manager shall give immediate

written notice thereof to the City.

(b) As agent for the City, the Manager shall promptly apply for the insurance covering such damage or loss, and in the City's name shall prosecute and negotiate for payment of such proceeds, employing counsel (to be selected by the City) if necessary for such purposes.

(c) The Manager shall give written notice of any proposed settlement to the City, and shall settle such claim and on behalf of the City collect the proceeds thereof; provided that the City's written consent shall be required to validate the settlement of any claim in excess of \$5,000.00.

(d) The Manager shall cause the premises, in the City's name and at the City's expense, to be repaired and restored as nearly as practicable to the condition existing immediately prior to such damage or destruction, but if such repair or restoration involves the expenditure of more than \$5,000.00, the City's written consent thereto shall first be obtained.

8. *Repairs and Maintenance.* The Manager shall repair and maintain the Building in good order and condition and in conformity with all applicable laws and regulations and in compliance with requirements of the Lease.

9. *Prohibition of assignment.* Without the express written consent of City, the Manager shall not assign this agreement or any of its rights hereunder; nor shall this agreement or any of the Manager's rights or obligations hereunder be transferable on the Manager's part by operation of law or otherwise. In the event City consents to an assignment of this Agreement or to the transfer any of the duties or responsibilities hereunder, the Manager shall nevertheless remain fully responsible to City for the full performance of this Agreement. Consent to an assignment by City shall not be deemed consent to any subsequent assignment and the permitted assignee shall be prohibited from any further assignments or transfers without the express written consent of City.

10. *Insurance.* The parties shall maintain insurance policies as follows:

(a) Both parties shall maintain general liability insurance covering claims for bodily or personal injury, and property damage with no deductible and \$1,500,000 per occurrence and \$2,000,000 general aggregate in coverage.

(b) Both parties shall maintain workers' compensation and employer's liability insurance to the extent required by law.

(c) All insurance policies required under this section shall provide that such policies shall not be materially modified, non-renewed, or canceled without at least thirty (30) days' prior written notice to City and Manager.

11. *Indemnification.* Manager shall indemnify, defend and hold harmless City, its representatives, agents, successors and assigns from and against all claims of whatever nature, including without limitation, claims for attorney's fees and expenses, brought by any party, arising from Manager's management and operation of the Building. It is also understood and agreed by

the parties that all costs and expenses for the operation and use of the Building are intended to be paid by either the University as lessee under the terms of the Lease, or by the Manager as lessor under the terms of the Lease. Therefore, Manager shall indemnify, defend and hold harmless City, its representatives, agents, successors and assigns from and against having to pay any costs or expenses for the operation and use of the Building, whether arising under the terms of the Lease.

12. *Notices.* All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to the City: City of Willmar
 Planning & Development Services
 Attn: Director of Planning & Development Services
 P.O. Box 755
 333 SW 6th St.
 Willmar, MN 56201
 Facsimile No.: 320-235-4917
 E-mail: bpeterson@ci.willmar.mn.us

It to the Manager: MinnWest Technology Campus Management Company, LLC
 Attn: General Manager
 1700 Technology Drive NE, Suite 101
 Willmar, MN 56201
 Facsimile No.: 320-222-9788
 E-mail: steve.salzer@mnwesttechnology.com

13. *Non-waiver.* No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

14. *Headings.* Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

15. *Governing law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota.

16. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. *Binding effect.* The provisions of this Agreement shall be binding upon and inure to the benefit of both of the parties and their respective legal representatives, successors, and permitted assigns.

18. *Modifications.* Any changes, additions or modifications of this Agreement desired by the parties must be agreed to, in writing, by the Commissioner of Minnesota Management and Budget.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the day and year first above written.

MANAGER

CITY

**MinnWest Technology Campus Management
Company, LLC**

City of Willmar

By: _____

By: _____

Name:

Marv Calvin, Mayor

Title:

Date: _____

Date: _____

Attest: _____

Isaac Holland, City Administrator

Date: _____

EXHIBIT C
Amendment to General Obligation Bond Financed Declaration

AMENDMENT TO GENERAL OBLIGATION BOND FINANCED DECLARATION

THIS AMENDMENT TO GENERAL OBLIGATION BOND FINANCED DECLARATION (this "Amendment") is made as of July ___, 2017 by the City of Willmar, Minnesota, a public body ("Declarant").

RECITALS;

1. Declarant Executed a General Obligation Bond Financed Declaration, dated May 2, 2011, filed April 10, 2012 and recorded with the Kandiyohi County Recorder as Document No. 599793 (the Declaration"), with respect to the real property legally described on Exhibit A hereto (the Restricted Property") in which Restricted Property Declarant indicated it had a leasehold interest pursuant to a lease with MinnWest Technology Campus Management Company ("MinnWest") dated March 30, 2010.
2. Pursuant to a Quit Claim Deed of even date herewith, MinnWest conveyed fee title to the Restricted Property to Declarant.
3. The Restricted Property is subject to all of the terms, conditions, provisions and limitations contained in the Grant Agreement-End Grant for the Mid-Central Research and Outreach Center- Willmar Project, between Declarant and Minnesota Department of Employment and Economic Development, dated April 1, 2011 (the "Grant Agreement").
4. Declarant desires to amend the Declaration to accurately describe its interest in the Restricted Property.

NOW THEREFORE, the Declaration is hereby amended to indicate that the interest of the Declarant in the Restricted Property is a fee simple title and the Grant Agreement shall be interpreted to describe the interest of Declarant as a fee simple title.

All other terms and conditions of the Declaration remain in force and are unaffected by this Amendment.

CITY OF WILLMAR, MINNESOTA, a political
subdivision of the State of Minnesota

By: _____
Its: _____

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ____ day of _____,
2017, by _____, the _____ [Title of first signatory],
and _____, the _____ [Title of second signatory],
respectively, of the City of Willmar, Minnesota

Notary Public

(Seal)

Instrument Drafted by:

Bradley J. Schmidt
JMS&K
P. O. Box 913
320 1st Street SW
Willmar, MN 56201
320-235-2000

CONSENT

The Commissioner of Minnesota Management and Budget hereby consents and approves of the recording of the foregoing Amendment of Declaration.

Date: _____, 2017

MINNESOTA MANAGEMENT AND BUDGET

By: _____
Commissioner

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the Commissioner of Minnesota Management and Budget.

Notary Public

(Seal)

CONSENT

The Commissioner of the Minnesota Department of Employment and Economic Development hereby consents and approves of the recording of the foregoing Amendment of Declaration.

Date: _____, 2017.

MINNESOTA DEPARTMENT OF
EMPLOYMENT AND ECONOMIC
DEVELOPMENT

By: _____
Commissioner

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

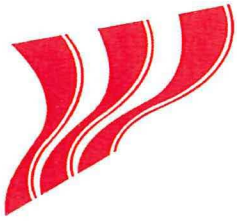
The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the Commissioner of the Minnesota Department of Employment and Economic Development.

Notary Public

(Seal)

Exhibit A to Amended Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Common Interest Community Number 40, A Planned Community, MinnWest
Technology Campus, Unit 32, according to the plat on file and of record in the office of
the County Recorder of Kandiyohi County, Minnesota.



WILLMAR

City Office Building
333 SW 6th Street
Willmar, MN 56201
Main Number 320-235-4913
Fax Number 320-235-4917

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 5, 2017
From: Robert Scott, City Attorney	Subject: Approving Scope of Representation for Special Healthcare Transactions Legal Counsel

AGENDA ITEM: Approve Representation for Special Healthcare Transactions Legal Counsel

INTRODUCTION/REQUEST: The City has received an Engagement for Legal Services from Kutak Rock LLP for representation of the City in connection with the proposed affiliation between Rice Memorial Hospital, CentraCare Health, and Affiliated Community Medical Center including the interests in Willmar Medical Services. It is in the City’s best interest to retain the firm of Kutak Rock LLP for such services.

HISTORY: Four law firms expressed interest in representing the City in the hospital lease transaction. The Council took action to retain the law firm of Kutak Rock to represent the City’s interest regarding the affiliation between the City and CentraCare and directed the Mayor, City Administrator and City Attorney to work with them to develop a written scope of representation for approval by the council on September 5th.

CURRENT CIRCUMSTANCE: The City has reviewed an engagement letter with Kutak Rock LLP specifying the scope and terms of its representation.

RECOMMENDATION: Adopt resolution to formally acknowledge and accept the terms of the engagement letter.

ISSUES: N/A

FINANCIAL IMPACT: None, the City will be reimbursed for legal cost per the MOU with Rice Medical Center under the terms of the Lease Agreement with CentraCare.

ALTERNATIVES:

1. Delay Council action if additional information is required.
- 2.

RECOMMENDED MOTION: Approve resolution to formally approve terms of the engagement letter.

REVIEWED BY: Ike Holland, City Administrator

COUNCIL MEETING DATE: September 5, 2017

Regular Agenda Consent Agenda

RESOLUTION NO. _____

RESOLUTION APPROVING SCOPE OF REPRESENTATION FOR
SPECIAL HEALTHCARE TRANSACTIONS LEGAL COUNSEL

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar that the engagement letter from Kutak Rock LLP (attached hereto) specifying the scope and terms of its representation of the City of Willmar in connection with the proposed affiliation between Rice Memorial Hospital, CentraCare Health, and Affiliated Community Medical Center, including the interests in Willmar Medical Services, is hereby accepted.

The Mayor and/or City Administrator are authorized to acknowledge acceptance of the letter on the City's behalf.

Dated this 5th day of September, 2017.

MAYOR

Attest:

CITY CLERK

KUTAK ROCK LLP
SUITE 3400
60 SOUTH SIXTH STREET
MINNEAPOLIS, MINNESOTA 55402-4400
612-334-5000
FACSIMILE 612-334-5050
www.kutakrock.com

ATLANTA
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OMAHA
PHILADELPHIA
RICHMOND
ROGERS
SCOTTSDALE
SPOKANE
WASHINGTON, D.C.
WICHITA

August 31, 2017

TIMOTHY J. KEANE
timothy.keane@kutakrock.com
(612) 334-5015

Via Email: IHolland@willmar.mn.gov

Ike Holland, City Administrator
City of Willmar
333 South 6th Street SW
Willmar, MN 56201

Re: Engagement for Legal Services

Dear Mr. Holland:

This letter is to confirm that Kutak Rock LLP has opened a file in connection with the proposed transaction between the City of Willmar (the "City") and CentraCare Health ("CCH") relating to the affiliation between Rice Memorial Hospital ("RMH"), CCH and Affiliated Community Medical Center ("ACMC"), including the interests in Willmar Medical Services ("WMS") (the "Transaction"). We appreciate the confidence and trust you have placed in us and will do our best to exceed your expectations. The following describe the basis on which Kutak Rock will provide representation to the City and bill for our services.

We will do our best to service the needs of the City effectively and efficiently. Kutak Rock's lead health care advisor, Bob Cohen, will serve as primary counsel. I will assist Bob as local counsel on real estate and Minnesota law issues. Bob will also be assisted by Jennifer Sewell and Steve Amen of our healthcare practice group, each of whom have worked on multiple transactions similar to the affiliation of RMH and CentraCare. We will work closely with the city attorney and strive to represent the City's interests in this Transaction.

Scope of Services. All services will be undertaken in accordance with your direction. Based upon our prior discussions, our scope of representation will include, but not be limited to, the following:

- Lead discussion with City Council and administrative staff to gain understanding of the City's and City Council's priorities for the proposed RMH-CentraCare affiliation. In such discussions, we will advise the City and City Council on key terms that we are familiar with from our representation of parties in a similar transaction.
- Work to build a collaborative relationship with RMH counsel and, in doing so, gain an understanding of the status of negotiations, document exchanges and due diligence

efforts to date and advise on the City's and City Council's priorities and concerns for the definitive agreements.

- Review and advise on due diligence requests of RMH and/or the City and on disclosures that involve legally sensitive matters.
- Assist in developing a "reverse due diligence list" for CentraCare.
- As requested, engage directly with counsel for CentraCare and/or ACMC to address the City's and City Council's identified priorities and concerns during negotiations of definitive agreements with CentraCare.
- Review drafts of definitive agreements and identify issues for City and City Council consideration.
- Provide analysis and advice to the City and City Council regarding whether final definitive agreements serve their identified priorities and concerns.
- Work collaboratively with the City attorney and RMH counsel to advise the City regarding compliance with charter and other procedural requirements for entering into the Transaction and approving definitive agreements.
- Assist on the completion of Transaction documents and closing of the Transaction.

Fees. We will bill the City on a monthly basis. Our fees will be based upon the respective standard hourly rates of the attorneys rendering services and we will perform the work as efficiently as reasonably possible. Bob Cohen will be primarily responsible for this matter and his hourly rate for this matter is \$445. Below are the rates of professionals that we contemplate will be assisting in this matter:

Tim Keane	\$350
Jennifer Sewell	\$280
Steven Amen	\$350

As agree, travel-based charges will be based on the travel to/from the Minneapolis office. If at any time you have questions, concerns or issues, please communicate with me at once. The enclosed "Standard Client Billing Policy" is incorporated and made a part of the terms of our engagement. Kutak Rock LLP's services, charges and disbursements that appear on fee statements will be determined as described in the Standard Client Billing Policy. That policy and this letter comprise our legal services agreement with you.

City of Willmar
August 31, 2017
Page 3

If you have any questions concerning the foregoing, the enclosure or our services agreement, please contact me at (612) 334-5015.

Sincerely,



Timothy J. Keane

cc: Robert Cohen, Kutak Rock LLP
Robert Scott, City Attorney

ACKNOWLEDGED AND ACCEPTED:

CITY OF WILLMAR

By: _____

Dated: _____

Kutak Rock LLP
Agreement for Legal Services – Standard Client Billing Policy

This Standard Client Billing Policy, together with the engagement letter from Kutak Rock LLP (“Kutak”), contains the agreement (“Agreement”) under which Kutak will provide legal services to you, as the client (“Client”) named in that engagement letter. This Agreement describes Kutak’s standard billing policies and practices and will be applicable to all of your Client matters unless otherwise agreed in writing. Kutak may periodically modify its general billing policies and practices.

Services. Kutak will provide you the legal services described in the engagement letter and other services agreed to between you and Kutak. Kutak does not provide tax advice and Client should seek qualified professionals to address tax related issues.

Billing. Unless otherwise agreed in writing, fees, service charges and disbursements are billed monthly and invoices are due within thirty (30) days after receipt. Kutak may also send you monthly Statements of Accounts which summarize all outstanding invoices. If you pay a retainer or other advance payment of fees, service charges or disbursements, Kutak will deposit that amount in a non-interest bearing trust account as required under applicable rules and professional responsibility.

Termination. As the Client, you may terminate Kutak as your legal counsel at any time by written notice to Kutak. Kutak may also withdraw as your legal counsel or suspend or limit its services to you, in compliance with applicable rules of professional responsibility.

Collection. Clients are responsible to reimburse Kutak’s collection costs and attorneys’ fees for nonpayment of invoices. If invoices are not timely paid, Kutak may obtain and perfect an attorneys’ lien against documents, property, money or other rights in accordance with applicable law. Subject to applicable law and rules, A LATE PAYMENT CHARGE OF 8% PER YEAR (OR THE MAXIMUM ALLOWABLE RATE, IF LOWER) MAY BE ADDED TO ANY UNPAID INVOICE OVER THIRTY (30) DAYS PAST DUE.

Questions or Disputes. Questions or disputes concerning invoices should be brought to the attention of the attorney providing the legal services within fifteen (15) days after receipt of the invoice. Formal dispute resolution procedures are available through the local bar association and will apply to this Agreement. All disputes shall be governed by the laws of Minnesota.

Service Charges and Disbursements. Kutak passes through without markup, itemized charges from outside vendors (e.g. filing fees, expert witness fees, computer assisted research, telephone toll charges, postage and courier charges, travel, etc.), and may retain travel incentives and other vendor discounts and incentives not directly attributable to a specific charge or client. In some instances, we must estimate the division of invoices received by us among the files to which they pertain. If you request that Kutak contract on your behalf for additional services to be provided by a third party vendor, Kutak may request a purchase order or other authorization request from you. Kutak will notify you of the terms of these arrangements and you will be responsible for payment either directly to the third party or through Kutak.

Unless otherwise agreed in writing, Kutak’s charges that appear on fee statements for other incidental services are based upon Kutak’s direct cost or the following schedule, which is subject to periodic adjustment:

INTERNAL COPY CHARGES	Black: \$0.05/Page Color: \$0.10/Page
FAX (Outgoing Only)	Long Distance Telephone Charges, if any



WILLMAR

City Office Building
333 SW 6th Street
Willmar, MN 56201
Main Number 320-235-4913
Fax Number 320-235-4917

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 5, 2017
From: Megan M. DeSchepper	Subject: Introduction of an Ordinance-text amendment to Central Business District relating to fuel sales

AGENDA ITEM: Introduction of an Ordinance- text amendment of the Zoning Ordinance relating to fuel sales in the Central Business District (CBD)

INTRODUCTION/REQUEST: Kwik Trip, LaCrosse, WI, requested a text amendment of the zoning Ordinance to allow fuel sales in the CBD.

HISTORY: Historically there had been multiple fuel service stations in the central business district and directly adjacent to downtown. The Planning Commission noted the CBD is the only commercial zoning district where fuel sales are prohibited.

CURRENT CIRCUMSTANCE: The Zoning Ordinance allows with a conditional use permit convenience stores and supermarkets specifically prohibiting gas sales. The Planning Commission approved the text amendment and forwarded it onto the Council for an ordinance hearing and adoption.

RECOMMENDATION: Staff recommends the ordinance be introduced for a public hearing at the September 18, 2017 Council meeting.

ISSUES: N/A

FINANCIAL IMPACT: Increased tax base for the City.

ALTERNATIVES:

1. Not set the public hearing.
2. Table the matter for further information.

RECOMMENDED MOTION: Motion to introduce the ordinance for a public hearing at the September 18, 2017 City Council meeting.

REVIEWED BY: Bruce D. Peterson, Director of Planning and Development Services

WORK SESSION DATE: N/A

COUNCIL MEETING DATE: Introduction on September 5, 2017, Public Hearing on September 18, 2017

ORDINANCE NO. _____

AN ORDINANCE AMENDING 1060
KNOWN AS THE WILLMAR ZONING ORDINANCE
BY AMENDING SECTION 6.J. RELATING TO
FUEL SALES IN THE CENTRAL BUSINESS DISTRICT

The City Council of City of Willmar does ordain as follows:

SECTION 6. Ordinance 1060 is hereby amended by adding to SECTION 6.j.3.b. so as to read as follows:

- b. Supermarkets/grocery stores (including convenience stores *with/without* gas sales).

EFFECTIVE DATE: This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____