CITY OF WILLMAR

MISSION STATEMENT

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

COMMUNITY VALUES

Fiscal Responsibility Excellence in the Delivery of Service Quality Service Ethics and Integrity Visionary Leadership and Planning Open and Honest Communication Professionalism

RESOLUTION NO. 17-90

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

Motion By: <u>Plowman</u>

Second By: Mueske

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

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

WHEREAS, the following summary of capital priorities was reached:

Facilities:

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

Stormwater Management:

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

Parks:

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

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

Dated this 7th day of August, 2017

Attest:

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

October 15, 2018 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, Police Chief Jim Felt, Finance Director Steve Okins, Public Works Director Sean Christensen, Fire Chief Frank Hanson, Recreation Director Rob Baumgarn, Human Resource Director Samantha Beckman, City Clerk Judy Thompson and City Attorney Robert Scott.

Proposed additions to the agenda included: Mayor Calvin added Business-Related Vehicle Operation Policy Update; Health Insurance Approval; and Police Department Grant Submission Approval. These items were brought forward from the work session held earlier this evening.

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

City Clerk Judy Thompson reviewed the consent agenda.

- A. City Council Meeting Minutes of October 1, 2018
- B. Willmar Municipal Utilities Board Minutes of October 8, 2018
- C. Planning Commission Minutes of October 3, 2018
- D. Application for Exempt Permit Kandiyohi County Pheasants Forever #2
- E. Resolution No. 18-130 Accepting Agricultural Land Leases
- F. Police Department Statistics for the Month of September, 2018
- G. Fire Department Statistics for the Month of September, 2018
- H. Building Inspection Report for the Month of September, 2018
- I. Accounts Payable Report for September 27 October 10, 2018

Council Member Nelsen 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.

No one was present to speak during the Open Forum.

At 7:01 p.m. Mayor Calvin opened the public hearing for an Ordinance Repealing Coin-Operated Amusement Device Licensing. City Clerk Judy Thompson stated in the past the City has annually issued licenses for coin-operated amusement devices as required by Willmar Municipal Code Article II, Section 8, Licenses, Permits and Business Regulations, and staff finds this to no longer be necessary.

There being no one to speak for or against the proposed ordinance, Mayor Calvin closed the hearing at 7:02 p.m. and opened it up for discussion by the Council. Following discussion, Council Member Fagerlie offered a motion to approve the proposed ordinance, adopt, assign a number and order final publication of **Ordinance No. 1430 An Ordinance of the City of Willmar, Minnesota Repealing Coin-Operated Amusement Devices Licensing Regulations.** Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 1. Council Member Alvarado voted "No."

Willmar Fests President James Miller presented an update on the upcoming "Celebrate the Light of the World" display which will be held at Robbins Island from November 22nd through January 6th from 5:00 p.m. to 10:00 p.m. He noted there will be musical sound tract and some of the items displayed will be a 50-foot tree;

two 40-foot lighted trees; one 25-foot lighted tree; multiple 15-foot trees throughout; lighted 36-foot wide American flag; lighted nativity scene; a cross; a shooting star; 700,000 total lights of which 99 percent are LED. By having LED lights, the display will be energy efficient. The committee has been working with Willmar Municipal Utilities and Public Works Department to address any issues of concern. He stated this will again be a fund raiser for the Salvation Army and other area non-profit organizations. This will be a charitable event run through a Field of Interest Fund. The committee is working with the Willmar Area Community Foundation to set up which will allow donors to have the tax deduction. Volunteers to organize and set up the display can sign up on the Willmar Fests website or Facebook page.

Public Works Director Sean Christensen presented a request to approve a Memorandum of Agreement with the Municipal Utilities (WMU) for Water Mains and Fire Hydrants. He noted the Municipal Utilities Commission approved the agreement. Following discussion, **Resolution No. 18-131 Authorization to Approve a Memorandum of Agreement with Willmar Municipal Utilities for Water Mains and Fire Hydrants** was introduced by Council Member Mueske. Council Member Schwantes seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Planner Sarah Swedburg presented a request from Peart Properties, LLP to rezone property located in Willmar Industrial Park area from I-1 (Limited Industrial) to GB (General Business). The intended use of the property is a day care center. It was noted the Planning Commission held a public hearing on October 3, 2018, and approved the request. Following discussion, Council Member Plowman introduced an **Ordinance Amending Municipal Ordinance No. 1060, The Willmar Zoning Ordinance,** and set a public hearing for November 5, 2018 at 7:01 p.m. Council Member Asmus seconded the motion which carried.

Recreation Director Rob Baumgarn presented a request to apply for a grant application to Gametime for the purchase of playground equipment and use 2019 CIP dollars to pay for the equipment in 2018. The City has been working with Gametime on many playground projects. This grant is available annually, and the City has been the successful recipient in the past. The grant matches a percentage of what we have budgeted. Following discussion, **Resolution No. 18-132 Authorizing Acceptance of a Donation From Gametime for Playground Equipment** was introduced by Council Member Fagerlie. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Clerk Judy Thompson presented a request to approve removing agricultural land exemption of special assessments against property owned by Bernard Revocable Trust ETAL. It is the policy of the City to temporarily exempt from assessments certain lands currently used for agricultural purposes. Once the agricultural exemption is granted it remains on the City deferent program until its useful life is attained. Staff determined the useful life has been obtained for this property. Following discussion, **Resolution No. 18-133 Approving Removal of Agricultural Use for Temporary Exemption/Subsequent Deferment of Special Assessments** was introduced by Council Member Nelsen. Council Member Plowman seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0. Council Member Christianson abstained from voting.

City Clerk Judy Thompson presented a request for Council's approval of an agricultural land exemption of special assessments, and stated it is the policy of the City to temporarily exempt from assessments certain lands currently used for agricultural purposes. Each year contact is made with the land owners to ascertain their desire to place the land in agricultural use for the upcoming crop year. **Resolution No. 18-134 Approving Certification of Agricultural Use for Temporary Exemption/Subsequent Deferment of Special Assessments** was introduced by Council Member Plowman. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Public Works Director Sean Christensen presented a request to approve a license agreement with Carris Health, LLC for the installation of two fiber optic cable lines in the amount of \$10,000.00. One fiber optic line is proposed to run from Rice Rehabilitation Center to ACMC Health. The other fiber optic line will run from Rice Hospital to Carris Health Surgery Center. Following discussion, **Resolution No. 18-135 Authorization to Execute a License Agreement with Carris Health**, **LLC** was introduced by Council Member Nelsen. Council Member Alvarado seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Human Resource Director Samantha Beckman presented a request to approve recent updates made to our current Business Related Vehicle Operation Policy. This policy needed updates related to safety and cell phone usage that wasn't addressed in the original policy. Staff's recommendation was to approve the updated policy to go into effect immediately. It was noted this item was brought forward from the Work Session held earlier this evening. Following discussion, Council Member Plowman offered a motion to approve staff's recommendation. Council Member Mueske seconded the motion which carried.

Human Resource Director Samantha Beckman presented a request to approve a health insurance plan for 2019 for City employees. Staff presented several options, and was recommending PEIP and Blue Cross Blue Shield Plan #6. It was noted PEIP requires union approval, if the unions are split then the City must offer PEIP to those that approved it and also offer an alternative plan to those that did not approve PEIP. It was noted this item was brought forward from Work Session held earlier this evening. Following discussion, Council Member Plowman offered a motion to approve PEIP and Blue Cross Blue Shield Plan #5. Council Member Fagerlie seconded the motion which carried. Council Member Alvarado voted "no." Council Member Asmus abstained.

Police Chief Jim Felt presented a request to authorize City Administrator to approve departments to apply for non-matching grants up to \$10,000.00 without Council approval. It was noted this item was brought forward from the Work Session held earlier this evening. Council Member Nelsen offered a motion to approve Staff's recommendation. Council Member Fagerlie seconded the motion which carried.

City Administrator Ike Holland had the following comments: Saturday, October 20th at the Willmar Conference Center there will be a fund raiser for a firefighter's child with medical issues. The silent auction will begin at 6:00 p.m. with music at 7:00 p.m. Tickets are available at the door or at the fire station; the Mayor and City Administrator would like to schedule a retreat for the Council on January 11 and 12, 2019. Please check your calendars and email the City Administrator if these dates will work. Bruce Miles has been contacted to be the possible facilitator and the primary purpose of the retreat will be to set priorities for 2019.

Mayor Calvin had the following comments: October 29th Work Session agenda will include finance reports and committee structure discussion. He asked everyone to contact the City Administrator if there are other items they would like placed on the agenda.

Council Member Nelsen reminded everyone the League of Minnesota Cities regional meetings are currently being held. She has signed up for the Marshall meeting and asked if anyone else is interested in attending, please contact her.

Council Member Schwantes reminded everyone if they would like to volunteer to help with the "Celebrate the Light of the World" light display to sign up at WillmarFests.com.

Council Member Alvarado asked if you are stopped by the police department, please give your correct name and do not run; Willmar Community Foundation held an event last Saturday and he wanted to recognize Ross and Dawn Marcus, and Chad and Angie Koosman for all the great things they have done for our community.

Council Member Asmus thanked the police and fire departments for the great event held last week. Even though the weather was rainy and cold it was a great success.

Council Member Mueske thanked everyone involved in our road projects and for the nice streets we have to drive on.

At this time, Mayor Calvin announced the Council will go into Closed Session. Mayor Calvin stated the agenda item for the Closed Session is to determine the asking price for real property to be sold by the City and/or develop or consider offers or counteroffers for the purchase/sale of real property pursuant to State Statute §13D.05, subd. 3(c). Council Member Christianson offered a motion to close the meeting at 8:10 p.m. Council Member Nelsen seconded the motion which carried.

At 8:36 p.m. Council Member Christianson offered a motion to re-open the meeting. Council Member Asmus seconded the motion which carried.

Council Member Christianson offered a motion to approve the purchase agreement with JDC Management, Incorporated, or an affiliated entity, in substantial conformity with the draft agreement reviewed by the City Council in the closed session, and authorize the Mayor and City Administrator to sign such agreement on behalf of the City. Council Member Alvarado seconded the motion which carried.

Council Member Nelsen offered a motion to adjourn the meeting with Council Member Asmus seconding the motion which carried. The meeting adjourned at 8:37 p.m.

MAYOR

Attest:

SECRETARY TO THE COUNCIL

RESOLUTION NO. 18-130

Motion By: <u>Nelsen</u> Second By: <u>Mueske</u>

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota that the Mayor and City Administrator be authorized to execute Land Lease Agreements between the City of Willmar and the following Lessees:

Justin Boike	Section 17 and 18, Township 119 N, Range 35W 73 acres more or less	Tract 1
Justin Boike	Section 17, Township 119N, Range 35W 143.8 acres more or less	Tract 2
Darrin Caspers	Lot 9, Block 1, Willmar Industrial Park 3 rd Add. 11.01 acres more or less	Tract 3
Justin Boike	Section 20, Township 119N, Range 35W 56 acres more or less	Tract 4
Mark Johnson	Section 17, Township 119N, Range 35W 17.2 acres more or less	Tract 5
Justin Boike	Section 16 & 17, Township 119N, Range 35W 74.03 acres more or less	Tract 6
Justin Boike	Lot 1, Block 3 Willmar Industrial Park 3 rd Addition 24.48 acres more or less	Tract 7
Dennis Bredeson	Section 14, Township 119N, Range 36W 14.1 acres more or less	R.O.W. 1

Daniel Groothuis	Section 11, Township 119N, Range 36W 63.56 acres more or less	R.O.W. 2
Daniel Groothuis	Section 11, Township 119N, Range 36W 10.62 acres more or less	R.O.W. 3
Rick & Tim Kallevig	Section 13, Township 119N, Range 36W 138.94 acres more or less	R.O.W. 4
C&B Farms	Section 11, T119N, R36W 6 acres more or less	R.O.W. 5
Rick & Tim Kallevig	Hay Ground 200 acres more or less	HAY GROUND

Dated this 15th day of October 2018.

<u>s/s Marv Calvin</u> MAYOR

Attest:

s/s Judy Thompson_____ CITY CLERK

RESOLUTION NO. 18-131

AUTHORIZATION TO APPROVE A MEMORANDUM OF AGREEMENT WITH WILLMAR MUNICIPAL UTILITIES FOR WATER MAINS AND FIRE HYDRANTS

Motion By:<u>Mueske</u>

Second By: <u>Schwantes</u>

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the City Administrator be authorized to sign a Memorandum of Agreement between the City of Willmar and Willmar Municipal Utilities for water mains and fire hydrants.

Dated this 15th day of October, 2018

<u>s/s Marv Calvin</u> MAYOR

Attest:

<u>s/s Judy Thompson</u> CITY CLERK

RESOLUTION NO. 18-132

RESOLUTION AUTHORIZING ACCEPTANCE OF A DONATION FROM GAMETIME FOR PLAYGROUND EQUIPMENT

Motion By: <u>Fagerlie</u>

Second By: <u>Nelsen</u>

BE IT RESOLVED by the City Council of the City of Willmar to approve an application by the Recreation Department for, and the acceptance of if awarded, a grant from Gametime to purchase playground equipment and appropriate \$100,000 to be used in 2018.

Dated this 15th day of October, 2018

<u>s/s Marv Calvin</u> MAYOR

Attest:

<u>s/s Judy Thompson</u> CITY CLERK

RESOLUTION NO. 18-133

RESOLUTION APPROVING REMOVAL OF AGRICULTURAL USE FOR TEMPORARY EXEMPTION/SUBSEQUENT DEFERMENT OF SPECIAL ASSESSMENTS

Motion By: <u>Nelsen</u> Second By: <u>Plowman</u>

WHEREAS, the following properties located with the City of Willmar were exempted from payment of special assessments pursuant to the agricultural exemption policy:

Bernard Revocable Trust Etal c/o William Bernard 100 Promenade Ave, Apt 406 Wayzata 95-912-0970 Project 9701

\$12,119.04

Section 12, Township 119, Range 35 North 1,655 feet of Northwest Quarter except the West 40 acres thereof. (60 acres)

WHEREAS, the City of Willmar Comprehensive Assessment Policy sets life expectancy for each improvement, and

WHEREAS, the useful life of a watermain is forty (40) years and street is twenty (20) years from the date of initial construction.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Willmar, Minnesota, that the records of the deferred and pending assessments of the above parcels be hereby removed.

Dated this 15th day of October 2018.

<u>s/s Marv Calvin</u> MAYOR

Attest:

<u>s/s Judy Thompson</u> CITY CLERK

RESOLUTION NO. 18-134

RESOLUTION APPROVING CERTIFICATION OF AGRICULTURAL USE FOR TEMPORARY EXEMPTION/SUBSEQUENT DEFERMENT OF SPECIAL ASSESSMENTS

Motion By: <u>Plowman</u> Second By: <u>Fagerlie</u>

WHEREAS, the City Council of the City of Willmar, Minnesota, did order the installation of certain street and other improvements made under Projects No. 0501, 8606, 1404, and 1601, and certain sewer and watermain improvements made under Projects No. 9303 and 9002.

WHEREAS, Section W of the City of Willmar Comprehensive Assessment Policy allows the City to temporarily exempt from assessments certain lands currently used for agriculture purposes; and

WHEREAS, certain property owners have made application to the City for delayed payment of taxes on special assessments and have met the criteria contained in the Comprehensive Assessment Policy for said deferment;

NOW, THEREFORE, BE IT RESOLVED by the Willmar City Council that special assessments as hereinafter designated be certified to the County and deferred until such property is developed or upon approval of the final plat, and that no interest be charged until such time.

BE IT FURTHER RESOLVED that upon development or plat approval that tapping fee shall be based on the project year bid price per front foot or unit, or on the current year costs at the time of connection/platting, whichever is greater:

1.	Gesch Properties LLC c/o LeAnn Isaacson	95-914-261	10
	10785 46 th Place N	Project 9002	\$39,731.66
	Plymouth	Project 9303	20,130.42
		Project 0501	77,504.80
		Project 1404	180,688.13

Section 14, Township 119, Range 35

South 610 feet of Northeast Quarter except West 393.61 feet; Southeast Quarter except South 914.88 feet of West 1085 feet and except parts in plats-Bergquists Estates, Perkins Fifth Addition and Gesch Park except that part of the South Half of Northeast Quarter described as follows: Commencing 715 feet South and 393.61 feet East of Northwest Corner of Southwest Quarter Northeast Quarter, Thence East to Southwest Corner of Lot 7, Block 7 Erickson's Third Addition, Thence South 70 feet, Thence West to East Line of Welch's Addition, Thence North 70 feet to point of beginning and except part platted into Gesch YMCA Addition and except that part of the South Half of the Southeast Quarter described as follows: Beginning at the Northwest Corner of Lot 2, Block 1, Gesch YMCA Addition, Thence South 548.78 feet, Thence West 363.89 feet, Thence North 54 feet to Southeast Corner of Lot 1, Block 6, Perkins Fifth Addition, Thence continuing North 495 feet to Northeast Corner of Lot 1, Block 4, Perkins Fifth Addition, Thence East along Southerly right-of-way boundary line of Olena Avenue 363.89 feet to point of beginning; except part platted into City of Willmar 12th Street Southeast right-of-way plat. (87.23 acres)

 Jean Langsjoen-Hogan Trust and Carter Family c/o Craig Carter
 2337 Kennedy Drive Faribault

3.

95-903-0010 Project 0501

\$93,012.00

Section 3, Township 119, Range 35

Southeast Quarter of Southwest Quarter and Southwest Quarter of Southwest Quarter except the Southerly 350 feet of the Westerly 233 feet of Southwest Quarter of Southwest Quarter and except parts platted as Northwood Estates and Northwood Estates Second Addition; and also except that permanent utility easement described as follows: That part of the Southwest Quarter of the Southwest Quarter described as follows: Commencing at Southwest Corner of said Southwest Quarter of the Southwest Quarter, Thence East 844.61 feet, Thence North 108.96 feet to North right-of-way line of North Shore Way, said point being point of beginning of tract herein described, Thence Northwesterly 50 feet, Thence Northeasterly 100 feet, Thence Southeasterly 50 feet to North right-of-way line of North Shore Way, Thence Southwesterly 100 feet to point of beginning. (64.13 acres)

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J & C Enterpris c/o Stephen Je	es of Central MN	Project 8606	\$17,869.51
PO Box 639	mmgs	Project 8000	\$17,009.31
Richmond		Hidden Valley Estates	
95-308-0010	Sect-08 TWP -119	Rang-35 Lot-001 Blk-001	
95-308-0020	Sect-08 TWP -119	Rang-35 Lot-002 Blk-001	
95-308-0030	Sect-08 TWP -119	Rang-35 Lot-003 Blk-001	
95-308-0040	Sect-08 TWP -119	Rang-35 Lot-004 Blk-001	
95-308-0050	Sect-08 TWP -119	Rang-35 Lot-005 Blk-001	
95-308-0060	Sect-08 TWP -119	Rang-35 Lot-006 Blk-001	
95-308-0070	Sect-08 TWP -119	Rang-35 Lot-007 Blk-001	
95-308-0080	Sect-08 TWP -119	Rang-35 Lot-008 Blk-001	
95-308-0090	Sect-08 TWP -119	Rang-35 Lot-009 Blk-001	
95-308-0100	Sect-08 TWP -119	Rang-35 Lot-010 Blk-001	
95-308-0110		Rang-35 Lot-011 Blk-001	
95-308-0120		Rang-35 Lot-012 Blk-001	
95-308-0130	Sect-08 TWP -119	Rang-35 Lot-013 Blk-001	
95-308-0140	Sect-08 TWP -119	Rang-35 Lot-014 Blk-001	
95-308-0150	Sect-08 TWP -119	Rang-35 Lot-015 Blk-001	
95-308-0160		Rang-35 Lot-016 Blk-001	
95-308-0170		Rang-35 Lot-017 Blk-001	
95-308-0200		Rang-35 Lot-001 Blk-002	
95-308-0210		Rang-35 Lot-002 Blk-002	
95-308-0220		Rang-35 Lot-003 Blk-002	
95-308-0230		Rang-35 Lot-004 Blk-002	
95-308-0300		Rang-35 Lot-001 Blk-003	
95-308-0310		Rang-35 Lot-002 Blk-003	
95-308-0320		Rang-35 Lot-003 Blk-003	
		0	

95-308-0330 95-308-0340	Sect-08 TWP -119 Rang-35 Lot-004 Blk-003 Sect-08 TWP -119 Rang-35 Lot-005 Blk-003
95-308-0350	Sect-08 TWP -119 Rang-35 Lot-006 Blk-003
95-308-0360	Sect-08 TWP -119 Rang-35 Lot-007 Blk-003
95-308-0370	Sect-08 TWP -119 Rang-35 Lot-008 Blk-003
95-308-0380	Sect-08 TWP -119 Rang-35 Lot-009 Blk-003
95-308-0390 95-308-0400	Sect-08 TWP -119 Rang-35 Lot-010 Blk-003 Sect-08 TWP -119 Rang-35 Lot-001 Blk-004
95-308-0410	Sect-08 TWP -119 Rang-35 Lot-001 Blk-004 Sect-08 TWP -119 Rang-35 Lot-002 Blk-004
95-308-0420	Sect-08 TWP -119 Rang-35 Lot-003 Blk-004
95-308-0430	Sect-08 TWP -119 Rang-35 Lot-004 Blk-004
95-308-0500	Sect-08 TWP -119 Rang-35 Lot-001 Blk-005
95-308-0510	Sect-08 TWP -119 Rang-35 Lot-002 Blk-005
95-308-0520	Sect-08 TWP -119 Rang-35 Lot-003 Blk-005
95-308-0530	Sect-08 TWP -119 Rang-35 Lot-004 Blk-005
95-308-0540 95-308-0550	Sect-08 TWP -119 Rang-35 Lot-005 Blk-005 Sect-08 TWP -119 Rang-35 Lot-006 Blk-005

4. Erickson Land Company of Willmar PO Box 628 Willmar

SECT-12 TWP-119 RANG-35

That part of the West Half of Northwest Quarter described as follows: Commencing at the Northwest corner of said Section 12, Thence South 977.23 feet to point of beginning of tract herein described, Thence East 113.15 feet, Thence Northeasterly 120.30 feet, Thence Northeasterly 138.50 feet, Thence Southeasterly 196.87 feet, Thence Southeasterly 318.20 feet, Thence Southwesterly 15.49 feet, Thence Southeasterly 149.81 feet, Thence Southeasterly 153.04 feet, Thence Easterly 193.16 feet to East line of West 40 acres of North 1655 feet of said Northwest Quarter, Thence South 389.82 feet to South line of North 1655 feet of said Northwest Quarter, Thence West 1053 feet to West line of said Section 12, Thence North 677.77 feet to point of beginning, Except that part platted as Trentwood Estates Third Addition.(14.11 acres)

95-912-0950

Project 1601

Dated this 15th day of October 2018.

<u>s/s Marv Calvin</u> Mayor

\$26,156.80

Attest:

<u>s/s Judy Thompson</u> City Clerk

RESOLUTION NO. 18-135

AUTHORIZATION TO EXECUTE A LICENSE AGREEMENT WITH CARRIS HEALTH, LLC

Motion By:<u>Nelsen</u>

Second By: <u>Alvarado</u>

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to enter into a license agreement between the City of Willmar and Carris Health, LLC for the use of public right-of-way.

Dated this 15th day of October, 2018

<u>s/s Marv Calvin</u> MAYOR

Attest:

<u>s/s Judy Thompson</u> CITY CLERK SUBJECT TO FINAL APPROVAL OF THE MUNICIPAL UTILITIES COMMISSION

WILLMAR MUNICIPAL UTILITIES MINUTES MUNICIPAL UTILITIES AUDITORIUM OCTOBER 22, 2018

The Municipal Utilities Commission met in its regular scheduled meeting on Monday, October 22, 2018 at 11:45 a.m. in the Municipal Utilities Auditorium with the following Commissioners present: Justin Mattern, Nathan Weber, Abdirizak Mahboub, Bruce DeBlieck, and Ross Magnuson. Absent were Commissioners Carol Laumer and Brendan MacDonald.

Others present at the meeting were: General Manager John Harren, Director of Finance Denise Runge, Customer Service Supervisor Stacy Stien, Power Supply Manager Chris Carlson, Facilities & Maintenance Supervisor Kevin Marti, Power Resources Analyst Michelle Marotzke, Administrative Secretary Beth Mattheisen, City Councilman Shawn Mueske, City Attorney Robert Scott (via teleconference), and WC Tribune Journalist Shelby Lindrud.

Due to the absence of Commissioner Laumer (President), Commissioner Mattern (Vice President) opened the meeting by asking if any revisions were needed to the presented agenda. There being none, Commissioner Mattern continued by requesting a resolution to approve the Consent Agenda. Commissioner Mahboub offered a resolution to approve the Consent Agenda as presented. Commissioner DeBlieck seconded.

RESOLUTION NO. 46

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

- Minutes from the October 8, 2018 Commission meeting; and,
- Bills represented by vouchers No. 181724 to No. 181808 and associated wire transfers inclusive in the amount of \$2,225,769.47.

Dated this 22nd day of October, 2018.

Attest:

Vice President

Secretary

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

Director of Finance Runge presented the Commission with the September 2018 Financial Report along with a recap of the September 30, 2018 Investment Portfolio. The data presented included analyses of the Electric, Water, Heating and Combined Divisions. Information contained in the reports reflected operating revenues & expenses, operating income, and retained earnings. The Investment Portfolio presented a summary of WMU's securities and associated brokerage firms/agencies to date. Customer Service Supervisor Stien reviewed with the Commission the efforts utilized to collect unpaid utility bills. These avenues include the MN Recapture Program and initiating the annual lien process. While efforts continue to collect these unpaid utility bills, Stien was asking the Commission to approve a resolution requesting that the Willmar City Council place liens on properties for their unpaid utility bills. Stien noted that the grand total for the seven requested property liens was in the amount of \$3,054.66. Following discussion, Commissioner DeBlieck offered a resolution to request the Willmar City Council to place liens on these properties for unpaid utility bills. Commissioner Mahboub seconded.

RESOLUTION NO. 47

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Municipal Utilities Commission requests that the City Council place liens on the following properties for non-payment of utility bills:

ACCOUNT		AMOUNT
19484007	916 19 th Ave SE #A	\$411.97
19484010	916 19 th Ave SE #B	\$214.59
27116002	816 4 th St SW	\$382.70
16975001	700 17 th St SE	\$130.36
36239001	500 26 th Ave SW	\$76.02
34399001	625 Charlotte St SE	\$183.86
36148001	801 13 th St SW	\$1655.16
TOTAL		\$3054.66

Dated this 22nd day of October, 2018.

Vice President

Attest:

Secretary

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

In an effort to keep the Commission well-informed of departmental strategies and developments, Facilities & Maintenance Supervisor Marti, with assistance from Power Resources Analyst Marotzke, presented the "Financial Policies" and "Facility" SWOT Analysis updates. The SWOT Analysis for each category consists of: strengths, weaknesses, opportunities, and threats. Along with the regular detailed listing, an additional summary has been included illustrating the key components of the Strategic Planning update related to both the Financial Policies and Facility. Marti informed the Commission that Utility staff would be meeting in the near future to update the SWOT Analysis in its entirety. Power Supply Manager Carlson presented the Commission with an update of the Firm Gas Contract for the 2018-2019 Planning Year. A year ago, the Utility decided to discontinue generating 5 MW's of energy around the clock and to purchase that energy on the MISO Market. After analyzing the District Heat data and the projected reduction of load for the forecasted year, Trane Energy Management (gas consultant) put out an RFP on behalf of WMU. The new contract with World Fuels was finalized on October 1, 2018. This process will be conducted for one more year, which will coincide with the decommissioning date (July 1, 2020) of the District Heating system.

Facilities & Maintenance Supervisor Marti reviewed with the Commission the September 2018 Wind Turbine Report. Marti noted that turbine availabilities for the month of September were at 97.2% (Unit #3) and 97.8% (Unit #4) with a monthly total production of 545,469 KWH.

General Manager Harren informed the Commission that the Memorandum of Agreement between WMU and the City of Willmar regarding water mains and fire hydrants was approved by the City Council at their October 8th meeting.

General Manager Harren informed the Commission that a meeting of the WMU Labor Committee would be forthcoming (TBD). Agenda items will include: Personnel Policy annual review; and, 2019 COLA.

For information: Upcoming meetings/events to note include:

- MRES Area Meeting October 24th (Alexandria)
- > 2019 MMUA Legislative Conference: January 29-30 (St. Paul)
- > 2019 APPA Legislative Rally February 25-27 (Washington, DC)

There being no further business to come before the Commission, Commissioner Mahboub offered a motion to adjourn the meeting. Commissioner Magnuson seconded the motion which carried by a vote of five ayes and zero nays, and the meeting was adjourned at 12:07 p.m.

Respectfully Submitted,

WILLMAR MUNICPAL UTILITIES

Beth Mattheisen Administrative Secretary

ATTEST:

Abdirizak Mahboub, Secretary



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: November 5, 2018
From: Judy R. Thompson City Clerk	Subject: Consideration of Deferred Special Assessments for Senior Citizens, Disabled, or Active Military

AGENDA ITEM: Consideration of Deferred Special Assessments for Senior Citizens, Disabled, or Active Military

INTRODUCTION/REQUEST: Adopt the Resolution Deferring Special Assessments for Senior Citizens, Disabled, or Active Military.

HISTORY: Pursuant to Willmar Municipal Code, Chapter 5, Article V, Special Assessments and the City's Comprehensive Assessment Policy which offers the option to defer special assessments to senior citizens, disabled, or active military deferrals meeting certain income guidelines. This year's project, the 2018 Street and Other Improvements, received three qualifying applications.

CURRENT CIRCUMSTANCE: N/A

RECOMMENDATION: Adopt the Resolution Deferring Special Assessments for Senior Citizens, Disabled, or Active Military.

ISSUES: N/A

FINANCIAL IMPACT: \$13,065.00

ALTERNATIVE: N/A

RECOMMENDED MOTION: Adopt the Resolution Deferring Special Assessments for Senior Citizens, Disabled, or Active Military.

REVIEWED BY: Ike Holland, City Administrator

WORK SESSION DATE:

COUNCIL MEETING DATE: November 5, 2018 X CONSENT AGENDA

AGENDA

RESOLUTION NO.

A RESOLUTION CERTIFYING DEFERRED SPECIAL ASSESSMENTS

Motion By: _____ Second By: _____

WHEREAS, the City Council of the City of Willmar, Minnesota, did order the reconstruction of certain streets during the year 2018 (Project 1801); and

WHEREAS, Minnesota Statutes, Sections 435.193 to 435.195 allows local governments certifying special assessments against municipal properties to defer the payment of that assessment for any homestead property owned by a person 65 years of age or older, retired by virtue of a permanent and total disability; and active military

WHEREAS, certain property owner(s) have made application to the City for delayed payment of tax on special assessments and have met the criteria contained in Minnesota Statutes for said deferment.

NOW, THEREFORE, BE IT RESOLVED by the Willmar City Council that special assessments as hereinafter designated be certified to the County and deferred for the years of 2019 through 2028 with interest at the annual rate of four and sixty-seven hundredths (4.67%) percent.

BE IT FURTHER RESOLVED that the option to defer payments will terminate and all deferred payments and interest become payable if a) the owner dies and the surviving spouse is not eligible; b) the property or a portion of the property is sold, transferred or subdivided; c) the property loses its homestead status; or d) the City determines that to require immediate or partial payment would not create a hardship.

John H. & Mary L. Seeman	95-820-1420	\$3,375.00
1322 Ella Avenue NW	Section 10, Township 119, Range	e 35, Block 7
Willmar	THORPE & LIEN'S ADDITION TO	THE CITY OF WILLMAR
	S.200' OF W.75' OF E.150 FT. OF	LOT 3
Wilfred & Janice Wenberg	95-820-1020	\$4,250.00
517 9th Street NW	Section 10, Township 119, Rang	e 35, Block 5
Willmar	THORPE & LIEN'S ADDITION TO	THE CITY OF WILLMAR
	PART OF LOT 4: BEG. AT A	PT ON E. LINE OF LOT 4, 150'S.
	OF NE COR. TH. W. PARA. WITH	S. LINE OF SAID LOT 218' TO A PT.
	TH. S. 50 FT., TH. E. 218',TH. N. 5	0' TO PT. OF BEGINNING.
Ronald Adams & Linda Cogelow	95-820-0020	\$5,440.00
900 Park Avenue NW	Section 10, Township 119, Range	e 35, Block 1
Willmar	THORPE & LIEN'S ADDITION TO	THE CITY OF WILLMAR
	PART OF LOT 2, BLK. 1, COM. A	AT SE COR. OF LOT 2, TH W ON S
	LINE 64' TH N PARA. TO E LINE	C OF LOT 2, 100.05' TH NE'LY TO A
	PT 11 1/2' S OF NE COR OF LOT	2 TH. S. ALONG E LINE TO BEG

Dated this 5th day of November, 2018.

Attest:

r

MAYOR

CITY CLERK



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: November 5, 2018
From: Bruce D. Peterson, Director of Planning and Development Services	Subject: Consideration of Assignment of Tax Abatement

AGENDA ITEM: Consideration of Assignment of Tax Abatement

INTRODUCTION/REQUEST: That the tax abatement assigned to Granite Community Bank be assigned to Fath Family Properties, LLC.

HISTORY: The original abatement was to Donnerite Co. Inc. for the Oil-Air project. Upon bankruptcy, the abatement was assigned to Granite Community Bank.

CURRENT CIRCUMSTANCE: Fath Family Properties, LLC have purchased the property and request assignment of the abatement.

RECOMMENDATION: To assign the abatement as requested.

ISSUES: None

FINANCIAL IMPACT: The partial abatement is on a decreasing schedule and will sunset on or before 1-1-2023.

ALTERNATIVE:

- 1. Assign the abatement
- 2. Not assign the abatement

RECOMMENDED MOTION: To assign the abatement to Fath Family Properties, LLC.

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

WORK SESSION DATE: NA

CONSENT AGENDA COUNCIL MEETING DATE: November 5, 2018

AGENDA



North American Financial Center 2800 First Street South, Suite 110 Willmar, MN 56201 (320) 235-1022 A Fax: (320) 235-1023 Website: www.fenstrarealestate.com

10/23/2018

City of Willmar 333 SW 6th St. Willmar, MN 56201

Dear Sirs,

Regarding the abatement agreement entered into between

Donnerite Co. & Oil/Air Products LLC. Effective January 2015 thru 2022, the previous assignment from Donnerite Co., Inc. - Granite Community Bank.

Granite Community Bank has sold the building to Fath Family Properties, LLC. effective November 2017.

All terms of abatement agreement to the original lease should be transferred to Fath Family Properties, LLC.

Sincerely,

Douglas Fenstra Broker, Realtor, ALC

RESOLUTION APPROVING PROPERTY TAX ABATEMENT

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

- 1. <u>Recitals</u>.
 - a. William & Deborah Donner (the "Developer") propose the redevelopment of the commercial building existing on Developer's real property located at 1500 Highway 12 East (parcel number 95-914-1670, the "Development Property") in the City, (the "Project"). The Developer has requested that the City provide financial assistance to the Developer for the project relative to the 18,000 square feet of the Development Property to be leased to Oil Air Products. The City proposes to use tax abatement for the purposes provided for in the Abatement Law (hereinafter defined), including the Project. The proposed term of the abatement will be for a term not to exceed eight years in a total amount not to exceed \$23,000. The abatement will apply to the City's share of ad valorem property taxes on the Development Property derived from the value of the Project and paid by the Developer (the "Abatement").

b. On December 15, 2014 the Council held a public hearing on the question of the Abatement, with proper notice being duly given.

c. The Abatement is authorized under Minnesota Statutes, Section 469.1812 through 469.1815 (the "Abatement Law").

- 2. <u>Findings for the Abatement.</u> The City Council hereby makes the following findings:
 - a. The Council expects the benefits to the City of the Abatement to at least equal or exceed the costs to the City thereof.
 - b. Granting the Abatement is in the public interest because it will increase or preserve the tax base of the City, provide employment opportunities in the City.
 - c. The Property is not located in a tax increment financing district.
 - d. In any year, the total amount of property taxes abated by the City by this and other resolutions, if any, does not exceed greater of ten percent (10%) of the current levy or \$200,000.

- 3. <u>Terms of Abatement.</u> The Abatement is hereby approved; provided, however, this approval is contingent upon the approval by Kandiyohi County of an abatement program for the Project upon the same terms as set forth below for the County's share of property tax amount which the County receives from the Property. The terms of the Abatement are as follows:
 - a. The Abatement shall be for eight (8) years and shall apply to the taxes payable in the years 2015 through 2022 inclusive.
 - b. The City will abate the portion of the City's share of ad valorem property taxes on the 18,000 square feet of the Development Property paid by the Developer and leased to Oil Air Products , beginning with taxes payable in 2015 and continuing through taxes payable in 2022 , as follows:
 - 1. 2015-2017 100% of City Share
 - 2. 2018-2020 75% of City Share
 - 3. 2021-2022 50% of City Share
 - 4. The aggregate amount of City taxes abated shall not exceed \$23,000.
 - c. The Abatement shall be subject to all the terms and limitation of the Abatement Law, as well as that certain Tax Abatement Agreement between the Developer, Oil Air Products and the City approved by the City on even date herewith setting forth the rights and obligations of the parties with respect to the Abatement in greater detail, including the requirement that Developer lease a minimum of 18,000 square feet of the Development Property to Oil Air Products and pass the annual Abatement amount through to Oil Air Products.
 - d. The Abatement may not be modified or changed during its term.

Dated this 15th day of December, 2014.

hunk sycarish

Mayor

Attest:



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: November 5, 2018	
From: Steve Okins, Finance Director	Subject: Credit Card Use Policy	

AGENDA ITEM: Credit Card Use Policy

INTRODUCTION/REQUEST: With the re-assignment of the Treasurer duties from the City Clerk to the Finance Director, all references in the Credit Card Use Policy to the City Clerk-Treasurer need to be changed to Finance or Finance Office.

HISTORY:

CURRENT CIRCUMSTANCE:

RECOMMENDATION: Introduce a Resolution at the November 5, 2018, Council Meeting to adopt the Credit Card Use Policy as amended.

ISSUES: None.

FINANCIAL IMPACT: None.

ALTERNATIVES:

- 1) Make no changes.
- 2) Recommend other changes as discussed.

RECOMMENDED MOTION: Introduce Resolution to amend the Credit Card Use Policy as recommended at the November 5, 2018, Council Meeting.

REVIEWED BY: Finance Director Steve Okins/Council Member Audrey Nelsen/City Administrator Ike Holland

WORK SESSION DATE: October 29, 2018

COUNCIL MEETING DATE: November 5, 2018

RESOLUTION NO.

ADOPT REVISED CREDIT CARD POLICY

Motion By: _____

Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the Credit Card Policy be amended as follows:

- 1) Revise the list of authorized employee positions to include: City Administrator, IT Coordinator, City Clerk, City Administrator Administrative Assistant, and Department Directors.
- 2) Change "City Clerk-Treasurer's Office" to "Finance Office" to reflect the department that shall keep a record of all employees issued a credit card or having authorization to use a City credit card.

Dated this 5th day of November, 2018.

MAYOR

ATTEST:

CITY CLERK

CITY OF WILLMAR

Credit Card Use Policy

Revised: November 5, 2018

As per MN Statute 471.382, the Willmar City Council may authorize the use of a credit card by any City officer or employee otherwise authorized to make a purchase on behalf of the City. If a City officer or employee makes or directs a purchase by credit card that is not approved by the City Council, the officer or employee is personally liable for the amount of purchase. All purchases by credit card must otherwise comply with all statutes, rules and policies applicable to City purchases. The City Administrator shall approve the establishment of all credit card accounts and authorization of the employees who may use the credit card.

Bills from credit card companies that do not contain the detail necessary to satisfy the requirement for claims presented to the City for payment must be writing and itemized. Therefore, invoices and receipts for all items charged must be retained. A list of all credit card charges will be included with monthly expenditures for Council review and approval.

Credit card use must also comply with laws concerning borrowing. Credit cards will not be used for carrying debt. The entire card balance shall be paid in full each month.

Employees authorized to use the City of Willmar's credit card(s) include the following positions: City Administrator, Public Works Director, Police Chief, Fire Chief, IT Coordinator, City Clerk, City Administrator Administrative Assistant, and Civic Center Manager Department Directors.

No employee will intentionally use a City credit card for personal purchases. Each cardholder will sign the sales slip and indicate the department that the purchase applies to.

Supporting documents and/or invoices shall be submitted to the Finance Director's office to be reconciled with the credit card statement and attached to the claim for payment processing. Each department shall review all credit card purchases made on behalf of their department and recommend or deny approval for payment.

The City Clerk Treasurer's Finance Office shall keep a record of all employees issued a credit card or having authorization to use a City credit card. Authorized persons will receive, sign and file a credit card user agreement regarding credit card use.

Allowable Expenses:

The credit card may not be used to purchase gasoline unless it is for a city owned vehicle (use of personal vehicles will be reimbursed per Request for Reimbursement form and will be paid per mile as per the City's Personnel Policy). The credit card may be used to guarantee rooms for conference/meeting attendance, lodging and meal expenses while attending authorized meetings or training sessions when overnight stay is required.

Alcoholic beverages are not an allowable expense. The card may be used to purchase supplies and/or materials when purchase of the items by credit card is more time and cost efficient than conventional ordering practices.

Lost or Stolen Cards:

If a credit card is lost or stolen, it is the responsibility of the issued holder of the credit card to contact the credit card company immediately to report the credit card as lost or stolen and stop all charging privileges. The employee shall also notify the City Clerk Treasurer of the incident. The City Administrator shall contact the credit card company to request a new credit card with a new account number.

Card Expiration:

Upon expiration of each credit card, the City Officer or employee shall destroy the expired card(s) and replace it with the new credit card(s) issued by the credit card company. Each employee shall sign the credit card as detailed in the user agreement indicating that the new credit card has been received, the old credit card will be destroyed and that the new credit card continues usage under the current Credit Card Policy.

Termination of Employment:

Any employee who terminates employment with the City of Willmar and possesses a City of Willmar credit card issued to them in their name must turn over the credit card to the City Clerk Treasurer before the final day of employment.

Leave of Absence:

Any employee with cardholder privileges that requests and is granted by the City Council a leave of absence or takes medical leave in excess of 30 days, shall submit to the City Clerk Treasurer the City credit card that has been issued to them until such time the employee returns to work.



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: November 5, 2018
From: Steve Okins, Finance Director	Subject: 2017 Audit Finding Actions

AGENDA ITEM: 2017 Audit Finding Actions

INTRODUCTION/REQUEST: Staff has resolved and implemented all three 2017 Audit Findings:

Finding 2017-001, Revise Year-End Policy to Reconcile Construction In Progress

Staff has reinstituted the procedure that all expenditures of capital items, singular or multiple project items, will require the Department to submit a Capital Asset Form with their payment request. Also with the addition of the Project Manager Position, a process of review and reconciliation of all Capital Projects will be scheduled in the month of December.

Finding 2017-002, Review the Record Retention Policy on Quotes and Bids

Staff has revisited the City Adopted Record Retention Policy and reviewed responsibilities as assigned. The procedure to attach or file all unsuccessful quotes and bids together with the project documents has also been implemented and will be reviewed by the Project Manager and appropriate staff in the December review process.

Finding 2017-003, Adopt a Policy for Electronic Funds Transfer

Staff has reviewed Minnesota Statute 471.38, as attached, and compiled a recommended Electronic Funds Transfer Policy, also as attached, addressing all items in Subdivision 3a.

HISTORY:

CURRENT CIRCUMSTANCE: Actions resolved and implemented.

RECOMMENDATION: Receive for review and discussion.

ISSUES: None.

FINANCIAL IMPACT: None.

ALTERNATIVES: None.

RECOMMENDED MOTION: No action required on Findings 2017-001 or 2017-002. Adopt a resolution adopting policy on Finding 2017-003 for Electronic Funds Transfer.

REVIEWED BY: Finance Director Steve Okins/Council Member Audrey Nelsen/City Administrator Ike Holland

WORK SESSION DATE: October 29, 2018

COUNCIL MEETING DATE: November 5, 2018

RESOLUTION NO.

ADOPT ELECTRONIC FUNDS TRANSFER POLICY

Motion By: _____

Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the Electronic Funds Transfer Policy be adopted.

Dated this 5th day of November, 2018.

MAYOR

ATTEST:

CITY CLERK

Electronic Funds Transfer Policy

Adopted: November 5, 2018

Electronic Funds Transfer

Electronic Funds Transfer is the process of value exchange via mechanical means without the use of checks, drafts, or similar negotiable instruments. A local government may make an electronic funds transfer for the following:

- 1) For a claim for a payment from an imprest payroll bank account or investment of excess money;
- 2) For a payment of tax or aid anticipation certificates;
- 3) For a payment of contributions to pension or retirement fund;
- 4) For vendor payments; and
- 5) For payment of bond principal, bond interest, and a fiscal agent service charge from the debt redemption fund.

Eligibility

The authorization above extends only to a local government that has enacted all of the following policy controls:

- The governing body shall annually delegate the authority to make electronic funds transfers to a designated business administrator or chief financial officer or the officer's designee;
- 2) The disbursing bank shall keep on file a certified copy of the delegation of authority;
- 3) The initiator of the electronic transfer shall be identified;
- 4) The initiator shall document the request and obtain an approval from the designated business administrator, or chief financial officer or the officer's designee, before initiating the transfer as required by internal control policies;
- 5) A written confirmation of the transaction shall be made no later than one business day after the transaction and shall be used in lieu of a check, order check, or warrant required to support the transaction
- 6) A list of all transactions made by electronic funds transfer shall be submitted to the governing body at its next regular meeting after the transation.



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: November 5, 2018	
From: Steve Okins, Finance Director	Subject: Fund Balance Policy	r

AGENDA ITEM: Fund Balance Policy

INTRODUCTION/REQUEST: Staff will explain and review the City-Adopted Fund Balance Policy with recommended changes as well as December 31, 2017, Fund Balances and some of the history behind their levels and purposes.

HISTORY:

CURRENT CIRCUMSTANCE:

RECOMMENDATION: To adopt changes to policy as recommended:

- 1) Page 3 Lower the Stabilization Fund from \$2,600,000 to \$2,000,000.
- 2) Page 4 Correct priority order of fund balance usage.
- 3) Page 5 Remove Rice Memorial Hospital.
- 4) Page 6 Correct terminology.

ISSUES: None.

FINANCIAL IMPACT: Reduction of \$600,000 of the Stabilization Fund.

ALTERNATIVES:

- 1) Take no action.
- 2) Take action as Council discussion would direct.

RECOMMENDED MOTION: Adopt Resolution to amend the Fund Balance Policy as revised.

REVIEWED BY: Finance Director Steve Okins/Council Member Audrey Nelsen/City Administrator Ike Holland

WORK SESSION DATE: October 29, 2018

COUNCIL MEETING DATE: November 5, 2018

RESOLUTION NO.

ADOPT REVISED FUND BALANCE POLICY

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the Fund Balance Policy be amended as follows:

- 1) Lower the Stabilization Fund from \$2,600,000 to \$2,000,000
- 2) Correct priority order of fund balance usage as presented
- 3) Remove Rice Memorial Hospital
- 4) Correct terminology as presented

Dated this 5th day of November, 2018.

MAYOR

ATTEST:

CITY CLERK

CITY OF WILLMAR

FUND BALANCE POLICY

Adopted: February 4, 2013 Revised: May 4, 2015 Revised: July 5, 2016 Revised November 5, 2018

I. <u>PURPOSE</u>

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

II. BACKGROUND

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

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

III. CLASSIFICATION OF FUND BALANCE/PROCEDURES

1. Non-Spendable

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

2. Restricted

• Fund balance should be reported as restricted when constraints placed on those resources are either (i) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (ii) imposed by law through

constitutional provisions or enabling legislation. Examples include bond or grant proceeds, tax increments and park dedication fees.

3. Committed

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

4. Assigned

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

5. Unassigned

- Unassigned fund balance represents the residual classification for the General fund. Includes amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purposes within the General fund. The General fund should be the only fund that reports a positive unassigned fund balance amount.
 - a. The City will maintain an unrestricted fund balance in the General fund of an amount not less than \$4,000,000 Working Capital, \$1,000,000 Self Insurance, and \$2,600,000 \$2,000,000 Stabilization of the General fund. This will assist in maintaining an adequate level of fund balance to provide for cash flow requirements and contingency needs because major revenues, including property taxes and other government aids are received in the second half of the City's fiscal year.
 - b. If spending unrestricted fund balance in designated circumstances has reduced unrestricted fund balance to a point below the minimum targeted level, as noted above, the replenishment will be funded by property taxes (funding source) within five years (period over which replenishment will occur).

IV. STABILIZATION ARRANGEMENTS

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

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

V. MONITORING AND REPORTING

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

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

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

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

VI. GOVERNMENTAL FUND DEFINITIONS

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

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

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

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

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

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

VII. ENTERPRISE FUND EQUITY

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

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

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

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

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

IV. OTHER POLICY CONSIDERATIONS

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

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

- Reduction of expenditures in the budget.
- Transfers from other available funds.
- Sale of capital assets.

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

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

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

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

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

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

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

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

IV. <u>REPORTING REQUIREMENTS</u>

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



City 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: November 5, 2018
From: Steve Okins, Finance Director	Subject: Annual Investment Policy Review

AGENDA ITEM: Annual Investment Policy Review

INTRODUCTION/REQUEST: Staff will review the City-Adopted Investment Policy explaining the Objectives of Safety, Liquidity, and Return on Investments, Statute-Authorized type of investments as described, Government Securities, Certificates of Deposits, Repurchase Agreements, Prime Commercial Paper, Obligations of State of Minnesota, Bankers Acceptance, Investment Pools, and Mutual Funds.

HISTORY: The Investment Policy was last reviewed in July, 2016.

CURRENT CIRCUMSTANCE: See attached Investment Reports through 09/30/2018.

RECOMMENDATION: Introduce a Resolution at the November 5, 2018, Council Meeting to Amend the Investment Policy as recommended.

ISSUES: None.

FINANCIAL IMPACT: Various.

ALTERNATIVES:

- 1) Take no action.
- 2) Make additional recommendations.

RECOMMENDED MOTION: Introduce Resolution to amend the Investment Policy as recommended at the November 5, 2018, Council Meeting.

REVIEWED BY: Finance Director Steve Okins/Council Member Audrey Nelsen/City Administrator Ike Holland

WORK SESSION DATE: October 29, 2018

COUNCIL MEETING DATE: November 5, 2018

RESOLUTION NO.

ADOPT REVISED INVESTMENT POLICY

Motion By: _____

Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the Investment Policy be amended as follows:

In Section 8.2 Certificate of Deposit, the Federal Deposit Insurance Corporation (FDIC) insured amount is hereby increased to the current standard of \$250,000.

Dated this 5th day of November, 2018.

MAYOR

ATTEST:

CITY CLERK

CITY OF WILLMAR INVESTMENT POLICY

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

1.0 Policy:

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

2.0 Scope:

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

2.1 Funds:

- 2.1.1 General Fund
- 2.1.2 Special Revenue Funds
- 2.1.3 General Debt Service Funds:
- 2.1.4 Capital Projects Funds:
- 2.1.5 Enterprise Funds:

- 2.1.6 Internal Service Funds:
- 2.1.7 Trust and Agency Funds

3.0 Prudence:

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

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

4.0 Objective:

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

4.1 **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City of Willmar be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain

this objective, **diversification** is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

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

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

5.0 **Delegation of Authority:**

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

establish a system of controls to regulate the activities of subordinate officials.

6.0 Ethics and Conflicts of Interest:

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

7.0 <u>Authorized Financial Dealers and</u> <u>Institutions:</u>

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

All financial institutions and broker/dealers who desire to become

qualified bidders for investment transactions must supply the City Finance Director with a <u>Notification to Broker</u> <u>and Certification by Broker</u> pursuant to Minnesota Statute 118A.04.

8.0 <u>Authorized and Suitable</u> <u>Investments</u>

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

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

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

8.3 **Repurchase Agreement:** An investment which consists of two simultaneous transactions, where the City purchases securities from a bank or

dealer. At the same time, the selling bank or dealer agrees to repurchase the securities at the same price plus interest at some agreed-upon future date. The security purchased is the collateral protecting the investment.

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

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

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

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

8.8 **Mutual Funds:** Shares of an investment company registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933 whose portfolio consists of direct obligations or

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

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

9.0 Collateralization:

Collateralization will be required on two types of investments: certificates of deposit where the par value exceeds the Federal Deposit Insurance Corporation (FDIC) coverage limit, and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level shall be at least 10 percent more than the amount on deposit at the close of the financial institution's banking day, except when the collateral is irrevocable standby letters of credit issued by Federal Reserve Banks. In that case, the amount of collateral must be at least equal the amount of deposit.

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

10.0 Safekeeping and Custody:

All security transactions entered into by the City of Willmar shall be held in safekeeping by the respective investment dealer on behalf of the City of Willmar and evidenced by safekeeping receipts. Each investment dealer must provide evidence to the City of possessing customer account insurance protection of \$500.000 from Securities Investor Protection Corporation (SIPC) plus other totaling insurance at a minimum \$10,000,000 per account.

11.0 Diversification:

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

12.0 Maximum Maturities:

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

13.0 Internal Control:

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

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

14.0 Performance Standards:

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

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

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

15.0 Reporting:

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

Schedules in the quarterly report should include the following:

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

16.0 Investment Policy Adoption:

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



City 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: November 5, 2018
From: Chief Jim Felt, Willmar Police	Subject: School Resource Officers Agreement

AGENDA ITEM: Approval of a School Resource Officers Agreement

INTRODUCTION/REQUEST: The former three-year agreement with the Willmar School District for three Resource Officers expired on June 15, 2018. The agreement was revised and is brought forward for Council approval.

HISTORY: The Willmar School District has contracted for School Resource Officers dating back to 1994. The most recent contract expired in June, 2018 and a three-year contract was requested by the school district to include three full-time School Resource Officers and one ³/₄ time School Resource Officer. These officers would be utilized at the Willmar Senior High, Willmar Middle School, Willmar Area Learning Center and Lakeland, Roosevelt and Kennedy Elementary Schools.

CURRENT CIRCUMSTANCE: A new contract for school years 2018-2019 / 2019-2020 / 2020 – 2021 was negotiated and tentatively agreed upon pending council approval.

RECOMMENDATION: Recommend adopt the resolution to formally approve the agreement for the School Resource Officers and authorize the Mayor and City Administrator to sign.

ISSUES: N/A

FINANCIAL IMPACT:

Payment to the City of Willmar by the Willmar School District of: 2018-2019: <u>\$193,190.76</u> 2019-2020: <u>\$211,954.64</u> 2020-2021: <u>\$216,064.26</u>

ALTERNATIVES:

1. Delay council action if additional information is required.

RECOMMENDED MOTION: Approve resolution to formally approve agreement

REVIEWED BY: Ike Holland, Willmar City Administrator

COUNCIL MEETING DATE: November 5, 2018

RESOLUTION NO.

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

Motion By: _____

Second By:_____

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

Dated this 5th day of November, 2018

MAYOR

Attest:

CITY CLERK

SCHOOL RESOURCE OFFICERS AGREEMENT

This AGREEMENT, made this <u>15</u>th day of <u>October</u>, 2018, by and between Independent School District No. 347 ("SCHOOL DISTRICT") and the City of Willmar, a Minnesota municipal corporation ("CITY"), (collectively, the "PARTIES").

WHEREAS, SCHOOL DISTRICT is in need of and desires to receive certain law enforcement services from CITY; and

WHEREAS, CITY, through its police department, is willing and able to provide certain law enforcement services to SCHOOL DISTRICT; and

WHEREAS, SCHOOL DISTRICT and CITY desire to join in a mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement.

NOW, THEREFORE, in consideration of the mutual agreements and provisions herein set forth, SCHOOL DISTRICT and CITY agree as follows:

- 1. SCHOOL RESOURCE OFFICERS. For the purpose of this AGREEMENT, the term School Resource Officers shall have the meaning and duties described in this Section.
 - 1.1. <u>School Resource Officers</u>. The School Resource Officers (SROs) will be officers of the Willmar Police Department ("WPD") who shall be responsible for performing the duties set forth in Paragraph 1.4 of this Section;
 - 1.2. <u>SROs' Relationship to SCHOOL DISTRICT</u>. The SROs will be for the purposes of this AGREEMENT Contracted Agents of the SCHOOL DISTRICT and have access to all such information deemed necessary for the completion of the SROs' duties as approved by the SCHOOL DISTRICT.
 - 1.3. <u>SROs Employed by CITY</u>. The Willmar Police Chief shall assign the law enforcement officers to serve as the SROs in SCHOOL DISTRICT. The Chief of Police in conference with SCHOOL DISTRICT officials shall select the officers. The SROs shall be licensed peace officers in the WPD and employees of CITY, shall have at least one year's experience as full-time law enforcement officers, shall have prior experience in working with children, and should be trained D.A.R.E officers with a minimum of one year's experience in teaching the D.A.R.E. classes. The SROs will operate under the direct administration and supervision of the Chief of Police or his/her designee. Law enforcement services rendered to SCHOOL DISTRICT under this AGREEMENT shall be at the sole discretion of the Chief of Police; however, the Chief of Police shall coordinate such services with the administration of SCHOOL DISTRICT. SCHOOL DISTRICT will compensate CITY for such services pursuant to Section 4 of this AGREEMENT. Consistent with the relationship between the PARTIES, the SROs shall

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not be represented to the public as employees of SCHOOL DISTRICT by either CITY or SCHOOL DISTRICT. The SCHOOL DISTRICT may request in writing the removal of an assigned SRO due to unsatisfactory performance, in its sole discretion. If such request is made, the officer will be removed from the SRO position, and the parties will jointly select a replacement.

- 1.4. Duties of the SROs. The SROs will:
 - 1.4.1. Strive to develop a better understanding within SCHOOL DISTRICT's schools of the law enforcement process.
 - 1.4.2. Provide traffic control on the School parking lot both before and after school.
 - 1.4.3. Conduct investigations within SCHOOL DISTRICT, its facilities and the surrounding community, both criminal and otherwise as deemed necessary by WPD or by mutual agreement between WPD and SCHOOL DISTRICT personnel.
 - 1.4.4. In the instances of violations of law, serve in the normal police officer capacity to protect life, limb, and property; to prevent crime, to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing orient activities toward rehabilitation and correction.
 - 1.4.5. Investigate such other incidents on SCHOOL DISTRICT property which, if they occurred elsewhere, would be investigated by a law enforcement officer.
 - 1.4.6. Work in cooperation with SCHOOL DISTRICT administrators towards mutually agreed upon goals involving WPD, SCHOOL DISTRICT's schools or its students. The SROs shall not have disciplinary authority within the school.
 - 1.4.7. Provide resource information and act as a liaison between the students, faculty and administration of SCHOOL DISTRICT and CITY and its agencies with respect to school-related topics.
 - 1.4.8. Develop, coordinate and present programs on public safety, substance abuse, crime prevention and other pertinent topics.
 - 1.4.9. Be present at school dances, athletic events and other SCHOOL DISTRICT functions, provided however, that regular daytime hours are adjusted to reflect the time put in for these functions.
 - 1.4.10. Provide counseling or assistance to students as requested.
 - 1.4.11. Coordinate the student Ride-Along program.

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- 1.4.12. Obtain information on runaways and act as a liaison between SCHOOL DISTRICT and law enforcement with respect to said runaways.
- 1.4.13. Assist with coordination of the D.A.R.E. program and be a classroom instructor for the Junior High D.A.R.E. program.
- 1.4.14. Attend meetings, as necessary, concerning student problems and welfare.
- 1.4.15. Provide information to WPD as necessary to coordinate the activities and meet the objectives of WPD.
- 1.4.16. In the course of performing the duties of this AGREEMENT, respond to emergency calls within the WPD service area when necessary, investigate cases assigned by the Chief of Police, and attend trainings and perform special duties as assigned by the Chief of Police. These responsibilities will require flexibility in the hours that the SROs work and require the freedom to leave SCHOOL DISTRICT's facilities at various times.
- 1.4.17. Provide any other services and perform such other duties related to the function of law enforcement as determined by Willmar's Police Chief, in consultation with SCHOOL DISTRICT.
- 2. RESPONSIBILITIES OF SCHOOL DISTRICT. It shall be the responsibility of SCHOOL DISTRICT to:
 - 2.1. Provide guidance and assistance to the SROs through SCHOOL DISTRICT's principals, teachers, administrative staff, other personnel and student body.
 - 2.2. Provide appropriate office space including private office, desk, and telephone with outside line for use by the SROs to meet with students and staff on both a public and private meeting basis and to conduct and perform their duties as necessary and as otherwise assigned and directed by the Chief of Police.
 - 2.3. Provide, at no cost to the CITY, software (and related hardware if needed) for the transmission of internal and external electronic mail, internet access, and network connection to WPD headquarters, as well as appropriate ergonomic workstations for the proper use of such software and hardware (including CITY-issued hardware), provided that the SROs shall abide by established SCHOOL DISTRICT policies for the use of electronic mail, internet access and other electronic communications systems.
 - 2.4. Require its principals to coordinate the efforts of the SROs within SCHOOL DISTRICT's schools.
 - 2.5. Provide clerical help and assistance to the SROs when needed by the SROs within any school at which the officer is working in their capacity as SRO. This includes providing the supplies and materials needed. Clerical help and assistance and supplies and

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materials will be limited to those duties of the SROs directly related to law enforcement or related educational programs within the framework of existing SCHOOL DISTRICT programs.

- 2.6. Provide an assessment of the services received under this AGREEMENT to CITY, if requested by CITY.
- 3. RESPONSIBILITIES OF CITY. It is the intention of CITY to provide SROs to SCHOOL DISTRICT, and it shall be the responsibility of CITY to:
 - 3.1. Assign three licensed peace officers and one additional licensed peace officer on a threequarter time (75 percent of full-time) basis to SCHOOL DISTRICT to act as SROs at SCHOOL DISTRICT's schools commencing on or about the last week of August and terminating on or about the first week of June for each year during the term of this AGREEMENT. SROs shall work eight or ten hours per day, Monday through Friday, during each week that they are assigned to SCHOOL DISTRICT. The starting time for SROs' shifts while assigned to SCHOOL DISTRICT may vary depending on the requirements of WPD or SCHOOL DISTRICT.
 - 3.2. CITY shall assume all obligations and payments with regard to SROs' salaries and benefits, including liability and workers compensation insurance coverage, PERA, withholding taxes, etc., the same as it provides to all other WPD officers.
 - 3.3. Provide WPD equipment needed by the SROs to perform necessary functions and duties, the same as is provided to other WPD patrol officers, including a police vehicle to be used by the SROs while assigned to SCHOOL DISTRICT. The SROs shall alternate their uniforms between WPD-issued police uniforms and plain clothes. The SROs shall wear their police uniforms a minimum of three days per week.
 - 3.4. Provide personal computer hardware with limited software to facilitate word processing and spreadsheet data assembly to the SROs while assigned to SCHOOL DISTRICT.
 - 3.5. Provide training and education to the SROs within the scope of WPD.
 - 3.6. Provide temporary replacements for the SROs as deemed necessary by WPD.
- 4. CONSIDERATION.
 - 4.1. SCHOOL DISTRICT shall pay CITY an annual fee as consideration for CITY's provision of the SROs to SCHOOL DISTRICT for the academic years of 2018-19, 2019-20, and 2020-21 as follows:

2018-19: \$ <u>193.190.76</u> 2019-20: \$ <u>211.954.64</u> 2020-21: \$ <u>216,064.26</u>

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SCHOOL DISTRICT shall pay the applicable annual fee in two equal installments, with the initial payment being made on or before July 31 and the final payment on or before January 31.

- 4.2. SCHOOL DISTRICT acknowledges that the consideration provided for in Section 4.1 does not cover any additional police services it may require beyond the services of the 3³/₄ SROs provided for herein. If SCHOOL DISTRICT requires additional officers on duty as necessary at, for example, sporting events, extracurricular school activities, or additional requested police coverage, SCHOOL DISTRICT will be required to pay CITY's normal and customary charges for such additional police services.
- 5. TERM. The term of this AGREEMENT is for THREE (3) years and shall be effective as of August 1, 2018 and shall continue to July 31, 2021. This AGREEMENT shall be in effect as determined above unless terminated by either party. Termination of this AGREEMENT by either party shall be effective by delivering to the other party a preliminary written notice of termination not less than ninety (90) days prior to the date of termination of the AGREEMENT. All payments due under this AGREEMENT shall be prorated and/or refunded in the event of such termination.

In the event the Willmar Police Department is unable to fulfill the staffing for 3 ³/₄ SRO's as provided in the contract, the Police Department will give at least 30 days' notice to the Willmar School District of the reduction of SRO's time or position(s). In that event, the financial obligations of the Willmar School district will be adjusted accordingly during the reduction in staffing.

6. INDEMNIFICATION.

- 6.1. To the extent allowed by Minnesota law, SCHOOL DISTRICT agrees to and shall indemnify, protect, save, hold harmless and insure CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by SCHOOL DISTRICT or its agents, employees, contractors or subcontractors with respect to SCHOOL DISTRICT's performance of its obligations under this AGREEMENT. To the extent allowed by Minnesota law, SCHOOL DISTRICT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at SCHOOL DISTRICT's expense, with counsel reasonably acceptable to CITY. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this AGREEMENT.
- 6.2. To the extent allowed by Minnesota law, CITY agrees to and shall indemnify, protect, save harmless and insure SCHOOL DISTRICT, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands

for, or litigation with respect to, all damages which may arise out of or be caused by CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this AGREEMENT. To the extent allowed by Minnesota law, CITY shall defend SCHOOL DISTRICT against the foregoing, or litigation in connection with the foregoing, at CITY's expense, with counsel reasonably acceptable to SCHOOL DISTRICT. SCHOOL DISTRICT, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of SCHOOL DISTRICT. All indemnification obligations shall survive termination, expiration or cancellation of this AGREEMENT.

- 7. DATA PRACTICES. The PARTIES acknowledge that this AGREEMENT is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- 8. AMENDMENTS. This AGREEMENT may not be amended except in writing properly executed by the PARTIES hereto. Except as specifically amended, this AGREEMENT shall remain in full force and effect.
- 9. ASSIGNMENT. This AGREEMENT may not be assigned by either Party without the written consent of the other Party.
- 10. SEVERABILITY. The invalidity or unenforceability of any provision of this AGREEMENT shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this AGREEMENT to the extent of its invalidity or unenforceability, and this AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain that particular provision to the extent of its invalidity or unenforceability.
- 11. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this AGREEMENT. The headings to the various sections of this AGREEMENT are solely for the convenience of the PARTIES, are not part of the AGREEMENT and shall not be used for the interpretation of the validity of the AGREEMENT or any provision hereof.
- 12. EXECUTION. This AGREEMENT may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the AGREEMENT, and may be appended to, any other counterpart. Facsimile transmission of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

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IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written. ..

.....

INDEPENDENT SCHOOL DISTRICT NO. 347

Date: 10/1.5/18 By:

CITY OF WILLMAR

By: ____

Marvin Calvin, Its Mayor

By: ______ Isaac Holland, Its City Administrator

Date:

Date:_____

Date:



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: November 5, 2018
From: Ike Holland, City Adminstrator	Subject: Celebrate the Light of the World Holiday Light Display

AGENDA ITEM: Consideration of Lease Agreement with Willmar Fests to use Robbins Island for Celebrate the Light of the World Holiday light display.

INTRODUCTION/REQUEST: City staff and the City Attorney have prepared a Lease Agreement with Willmar Fests, for City Council consideration. The lease allows Willmar Fests to place the Celebrate the Light of the World light display at Robbins Island. This event would bring the community together to support the Salvation Army and other local non-profit organizations.

HISTORY: The Chad Koosman Family has donated their holiday light display to Willmar Fests who plans to sponsor this display to support the Salvation Army and other local non-profit organizations.

CURRENT CIRCUMSTANCE: Willmar Fests wishes to continue the annual tradition in the Willmar Lakes Area and has requested to place the light display at Robbins Island and begin setting up for a November start.

City staff and Attorney Scott have developed a license agreement to use public park property for Council consideration. The licensee will be granted a terminable, nonexclusive license to access and enter onto the area to install, maintain or operate the display or manage public access to view the display free of charge.

The Willmar Fests Board of Director are additionally requesting an investment of \$17,000 for the Celebrate the Light of the World to be considered from the City.

RECOMMENDATION: Approve the license agreement and authorize the Mayor and City Administrator to sign on behalf of the City and also appropriate \$17,000 toward the Celebrate the Light of the World light display.

ISSUES: The Council and Willmar Fests approve the license agreement and its contents.

FINANCIAL IMPACT: \$17,000 disbursement to Willmar Fests.

ALTERNATIVES: Not approve the license agreement as presented and/or revise as seen necessary.

RECOMMENDED MOTION: Approve the license agreement and authorize the Mayor and City Administrator to sign on behalf of the City and also appropriate \$17,000 toward the Celebrate the Light of the World light display.

REVIEWED BY: Ike Holland, City Administration

WORK SESSION DATE: October 29, 2018

COUNCIL MEETING DATE: November 5, 2018

RESOLUTION NO.

AUTHORIZATION TO EXECUTE LICENSE AGREEMENT WITH WILLMAR FESTS FOR USE OF ROBBINS ISLAND FOR HOLIDY LIGHT DISPLAY

Motion By: _____

Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to enter into a license agreement between the City of Willmar and Willmar Fests to use Robbins Island for a Celebrate the Light of the World Holiday light display.

BE IT FURTHER RESOLIVED that \$17,000 be re-appropriated from unused Park Funds to the Robbins Island Holiday Display.

Dated this 5th day of November, 2018

MAYOR

Attest:

CITY CLERK

October 20th, 2018

Mayor Marv Calvin Willmar City Offices 333 SW 6th Street Willmar, MN 56201



Dear Mayor Calvin,

The Willmar Fests Board of Directors is excited for the opportunity to once again celebrate the amazing things going on in Willmar. One of the best and brightest is the Koosman Family's Celebrate the Light of the World light display. We are proud to be able to continue this annual tradition in the Willmar Lakes Area. As you know we have requested to place the light display at Robbins Island and are ready to begin setting up for a November start. We anticipate this year's celebration to be a wonderful event bringing the community together to support the Salvation Army and other local non-profit organizations.

The City of Willmar and the Willmar City Council have been very generous with your support and dedication over the years to the Annual Willmar Fests Community Celebration and Holidaze. The Willmar Fests Board of Directors is extremely thankful for this support and dedication that you have shown to the Willmar community in helping create a successful celebration each and every year.

The Willmar Fests Board of Directors would like to request an investment in the amount of \$17,000 for the Celebrate the Light of the World. We are asking for those funds to be paid at the next disbursement date if granted.

If you have any questions or concerns, please do not hesitate in contacting us regarding this funding request or any Willmar Fests matter.

Best Regards,

Jon Schmidt Celebrate the Light of the World Display Chair

James Miller Willmar Fests Board of Directors President

Willmar Fests P.O. Box 45 Willmar, Minnesota 320-894-5627 www.willmarfests .com

LICENSE AGREEMENT TO USE PUBLIC PARK PROPERTY

This License Agreement ("License" or "Agreement") is entered into by and between the City of Willmar, a municipal corporation under the laws of the State of Minnesota ("City"), and Willmar Fests, Inc., a Minnesota nonprofit corporation ("Licensee").

- WHEREAS, the 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, Willmar Fests, Inc. has requested permission to install and operate a holiday lights display at Robbins Island to be open free of charge to the general public between Thanksgiving 2018 and New Year's Day 2019 (the "display"), and the City is willing to permit Licensee to do so pursuant to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

- 1. LICENSE. The City shall grant to Licensee a terminable nonexclusive license to access and enter onto the areas as depicted on <u>Exhibit A</u> at Robbins Island (the "licensed premises") for the purposes of installing, maintaining and operating the display and manage public access thereto, subject to the following conditions:
 - a. Licensee shall commence no work authorized by this License to install, maintain or operate the display or manage public access thereto until it has obtained all required approvals and permits as required by the City and following written authorization from the City Parks and Recreation Director.
 - b. Licensee shall allow and manage public access to view the display free of charge for between approximately November 22, 2018 and January 6, 2019.
 - c. Licensee shall take all necessary precautions to protect and preserve the City's improvements at Robbins Island during any activities contemplated in this License.
 - d. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions during any activities at Robbins Island as contemplated in this License.
 - e. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, install, maintain or remove the display and comply with the requirements thereof.
 - f. Licensee shall be responsible for making all necessary arrangements for electrical service to the licensed premise required to power the display with Willmar Municipal Utilities, shall maintain such electrical connections in a safe manner, and shall

coordinate such efforts with the City's Parks and Recreation Director during the time period of the agreement.

- g. Licensee shall protect the root growth of all significant trees and shrubbery located at Robbins Island.
- h. Licensee shall maintain access to all properties and public rights-of-way during the term of this License, including emergency vehicle access.
- i. Unless otherwise approved in advance by the City Parks and Recreation Director, Licensee shall remove daily all dirt, debris or materials from sidewalks, trails, public and private roadway surfaces and curbs and gutters during any activities authorized by this License.
- j. Licensee shall not engage in any activities outside the area specified in the attached <u>Exhibit A</u> without the advanced approval of the City Parks and Recreation Director.
- k. Licensee shall promptly disassemble and completely remove the display from Robbins Island after completion of the public viewing period provided in paragraph 1.b above, and shall complete such disassembly and removal activities and fully restore the licensed premises to its preexisting condition on or before February 1, 2019, (weather permitting in coordination with City staff).
- 1. Licensee shall be responsible for the content of the display; however Licensee shall ensure that the display is not primarily and overtly religious in nature, and shall promptly remove any components of the display objected to by the City on the basis that such components may be interpreted to be the City's endorsement, establishment or favoring of a particular religion or viewpoint.
- m. Licensee shall include in a conspicuous location in its display a sign stating substantially as follows: "THIS DISPLAY IS SPONSORED BY WILLMAR FESTS, INC., A PRIVATE NONPROFIT CORPORATION. THE CITY OF WILLMAR IN PERMITTING THIS DISPLAY DOES NOT ENDORSE ITS CONTENT."
- n. Licensee does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations, specifically including Licensee's installation, operation, and maintenance of the display and the management of public access thereto, hiring and firing of staff, selection of volunteers and vendors, and provision of services.
- o. Licensee acknowledges that Robbins Island is a public park and as such is a traditional public forum for public speech according to court precedent interpreting the First Amendment to the United States Constitution. Licensee, in installing, operating and maintaining its display and managing the public access thereto shall take no action inconsistent with (1) Robbins Island's status as a traditional public

forum; or (2) any content-neutral regulations on the time, place and manner of public speech permitted in such park established by the City.

2. TERM. This License shall be for a term commencing on the date of the last signatory to this Agreement and continuing until the earlier of (1) Licensee's completion of its removal of the display to the satisfaction of the City Parks and Recreation Director and the City's acceptance thereof pursuant to this section; or (2) February 1, 2019.

This License may also be terminated at any time by either party by written notice to the other party. Such notice shall be given at least 30 days in advance of the effective date of such termination and shall be delivered either personally or by first class mail, unless an alternative method of accepting notices is otherwise agreed by the party receiving notice.

Upon termination of this Agreement, all remaining components of the display shall promptly be removed by the Licensee as directed by the City's Parks and Recreation Director.

- 3. CONDITION OF PREMISES NOT WARRANTED. The City does not warrant that Robbins Island is suitable for the purposes for which it is permitted to be used under this License. The City shall have no responsibility with regard to any failure of or damage to Licensee's display or other personal property during the term of this License. Licensee understands and acknowledges that this Agreement grants it only a terminable license to use the playground site, and does not confer any permanent property rights with respect to Robbins Island upon Licensee. Licensee further knows, understands and acknowledges the risks and hazards associated with using Robbins Island for the purposes permitted herein and the improvements thereon and hereby assumes any and all risks and hazards associated therewith. Licensee hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee or any other person resulting from Licensee's use of the licensed premises during the term of this License and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all such claims of liability related in any way to the Licensee's use of Robbins Island or the installation, operation, maintenance of the display or the management of public access thereto.
- 4. INSPECTION. Licensee shall make the license premises available to the City and its authorized agents or representatives, and all others authorized by law, for inspection at all reasonable times during the term of this License.
 - a. The City may order the immediate cessation of any project work that exceeds the scope of the depiction of the display attached hereto as <u>Exhibit A</u> or otherwise poses a serious threat to the life, health, safety or welfare of the public.
 - b. The City may order Licensee to correct any project work to comply with depiction of the display attached hereto as <u>Exhibit A</u> or other applicable standards, conditions or laws. If the display falls into disrepair at any time during the term of this License, the

City may order Licensee to conduct any repairs or perform any maintenance necessary to bring the display into conformance with the depiction of the display attached hereto as <u>Exhibit A</u>. If the violation is not corrected pursuant to the City's order, which must allow Licensee a reasonable time to make such correction(s), the City may immediately revoke this License and require the Licensee to restore the licensed premises to its preexisting condition or better, (excluding ordinary wear and tear).

- 5. INDEMNIFICATION. Licensee shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee's use of Robbins Island or its installation, operation, maintenance or removal of the display thereon or its management of public access thereto. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this License.
- 6. INSURANCE. Licensee shall purchase and maintain commercial general liability insurance to protect itself from claims for damages because of bodily injury, death, and injury to or destruction of tangible property, including loss of use resulting therefrom. The base limits of this policy shall be at least \$2,000,000 claims made or aggregate or at such higher limits as may be required from time to time by the City during the term of this Agreement. Licensee shall provide the City with evidence of such insurance in the form of a certificate of insurance no later than 10 days after the effective date of this License, and in any event prior to commencing any work on the playground site authorized by this License. The City shall be an additional insured on such policy and all certificates shall contain a provision that the insurance shall not be cancelled unless prior written notice thereof is given to the City not less than 10 days prior to the effective date of such cancellation. If Licensee fails to give such certificate of insurance to the City within ten days after execution of this Agreement, this License shall be null and void. If Licensee fails to maintain a policy of insurance as required by the City for the term of this Agreement, the City may immediately revoke this License and require the Licensee to restore the licensed premises to its preexisting condition or better, (excluding ordinary wear and tear).
- 7. GENERAL TERMS.
 - a. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities

represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

- b. ASSIGNMENT. This Agreement may not be assigned by either party without the written consent of the other party.
- c. NOTICES. The parties' representatives for notification for all purposes are:

City:	
Name:	Isaac Holland
Position:	City Administrator
Address:	333 6 th Street SW
	Willmar, MN 56201
Phone:	(320) 235-4913

Licensee:	
Name:	James Miller
Position:	Executive Director
Address:	331 3rd Street Southwest
	Willmar, MN 56201
Phone:	(320) 212-2184

- d. COMPLIANCE WITH LAWS. Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, programs and staff for which Licensee is responsible.
- e. DATA PRACTICES; RECORDS—AVAILABILITY AND RETENTION. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.* and the audit and records retention requirements of Minn. Stat. § 16C.05, subd. 5.
- f. NO WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- g. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- h. RECORDING. This Agreement shall not be recorded by either party.

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

CITY OF WILLMAR

LICENSEE: WILLMAR FESTS, INC.

By: ______ Marvin Calvin, Mayor

By: ______ Its: _____

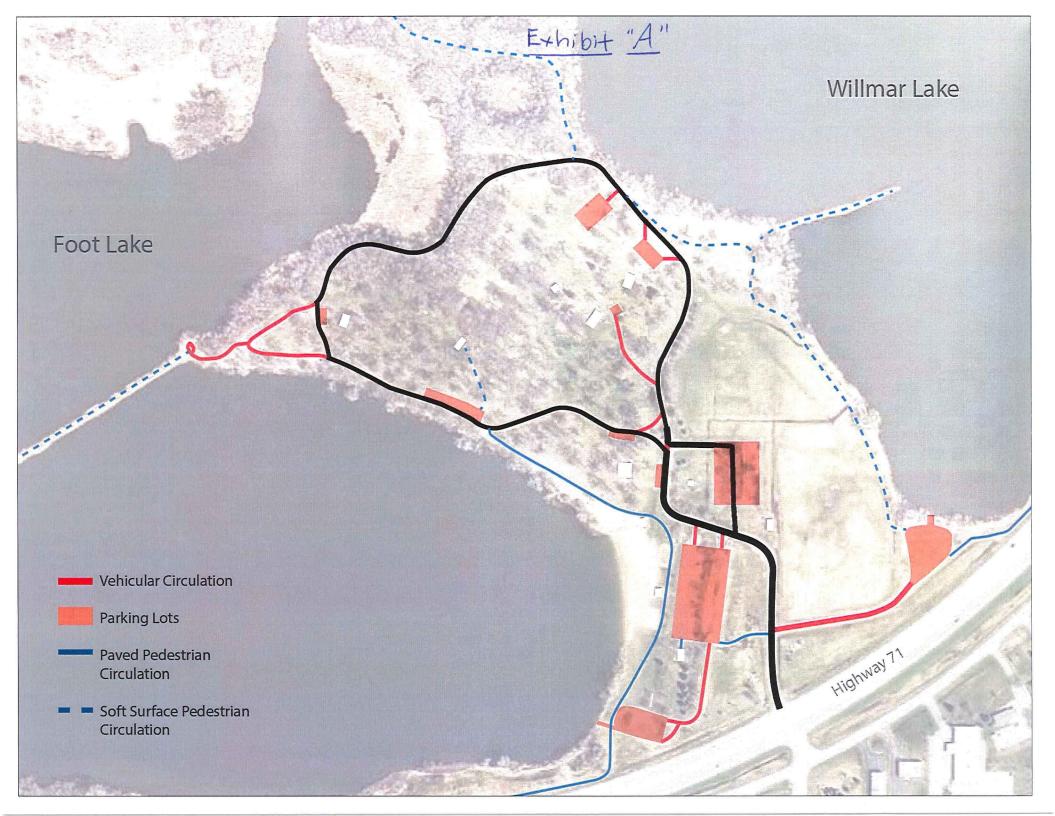
By: ______ Isaac Holland, City Administrator

By:	
Its:	

...

<u>EXHIBIT A</u> Depiction of the Holiday Lights Display at Robbins Island

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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: November 5, 2018
From: Sean E. Christensen, PE	Subject: Robbins Island Boardwalk
Public Works Director	Professional Services

AGENDA ITEM:

Robbins Island Boardwalk Professional Services

HISTORY:

Robbins Island obtained Regional Park status from the Greater Minnesota Regional Parks and Trails Commission in 2016 and received a Legacy Grant in 2017 to fund improvements. One of the desired elements in the Robbins Island Regional Park Master Plan Update is a four-season shelter with boardwalk.

CURRENT CIRCUMSTANCE:

A proposal was submitted from SRF Consulting Group, Inc. for the professional services of the boardwalk design and construction administration. Their responsibilities will include the design development, construction documents, assistance in bidding the project and construction administration of the boardwalk.

RECOMMENDATION:

Approve the professional services agreement with SRF Consulting Group, Inc. for the Robbins Island Boardwalk design and construction administration in the amount of \$32,480.

FINANCIAL IMPACT:

The funding source for the project is the Legacy grant and local matching funds.

REVIEWED BY: Ike Holland, City Administrator

COUNCIL MEETING DATE: November 5, 2018

SRF 11354.PP



March 22, 2018

Mr. Steve Brisendine Director of Community Education & Recreation City of Willmar/Willmar Public Schools 1234 Kandiyohi Avenue SW Willmar, MN 56266

Subject: Proposal for Professional Services for Robbins Island Boardwalk Design and Construction Administration Willmar, Minnesota

Dear Mr. Brisendine:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for the design and construction administration of a pedestrian boardwalk in Robbins Island Regional Park. We understand that the City of Willmar desires to construct a boardwalk and a four-season park building in Robbins Island using funding procured through a DNR Legacy Grant and that the City of Willmar will be contracting with Engan Associates, an architecture firm in Willmar, to design the park building. SRF will be responsible for the design development, construction documents, assistance in bidding the project and construction administration of the boardwalk. It is our understanding that the City of Willmar will be contracting with a geotechnical firm for geotechnical analysis and a land surveyor to provide a site survey of the boardwalk and park building sites.

Scope of Services

We propose to carry out the work ("Scope of Services"), set forth in Attachment B, attached hereto and incorporated into this Agreement.

Assumptions

- Steve Brisendine, Director of Community Education & Recreation, will serve as the formal project liaison on behalf of the City of Willmar until his retirement in late June 2018. Thereafter, the project liaison will be a representative from the Engineering Department, as directed by Sean Christensen, City Engineer. Mr. Brisendine and the designee will serve as the point of contact for SRF and the information conduit to the City.
- Construction is intended to begin as soon as late 2018 with completion in 2019.

Mr. Steve Brisendine City of Willmar/Willmar Public Schools

- The City of Willmar has received a Legacy Grant in the amount of \$606,000 and a local match in the amount of \$175,000 for the boardwalk and a four-season park building, which will include design fees and construction costs.
- It is assumed that the City will procure the necessary permits for construction. SRF will assist the City in obtaining regulatory permits from local authorities by providing technical drawings and information necessary to make the permit application(s). It is not known at this time if a watershed permit is required. If required, the time and expense for its preparation and securing will be considered an additional expense.
- The City will advertise and distribute plans and special provisions to contractors through the City's standard methods.
- The City will contract separately with a firm to conduct a site survey. Once complete, the City will share this information with SRF.
- The City will contract separately with a firm to conduct geotechnical services needed for design and construction. Once complete, the City will share this information with SRF.

Schedule

We will complete this work within a mutually agreed-upon time schedule.

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$32,480, which includes both time and expenses.

Changes in the Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), and Scope of Services (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

ATTACHMENT A STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

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9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

Page 2 of 2 (MN Standard Terms and Conditions) Rev: March 5, 2014 3/22/2018

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SRF Cons Client Project	sulting Group, Inc. City of Willmar Robbins Island Boardwalk Design and Construction Administration	Work Tasks	and Person	-Hour Estim	ates						
											11354.PP
TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR ASSOC.	ASSOCIATE	SR. PROF.	PROF.	SR TECH	TECHNICAL	CLERICAL	TOTALS	EST. FEE
1.0	Project Management										
1.1	Oversee project and staff throughout process; review project billing.	4	10	0	0	0	0	0	o	14	\$2.276
	SUBTOTAL - TASK 1	4	10	0	- 0	0	0	0	0	14	\$2,276
2.0	Civil Design										
2.1	Develop preliminary trail plans. - Perform Gopher State One Call Utility Design Locate and incorporate existing utility information into the project base map. - Propare planimetric basemap showing surveyed existing utilities, existing topography features, right-forway and wetlands.	o	2	8	٥	4	٥	4	٥	18	\$2,044
	Develop preliminary trail typical sections, alignment, profile, and geometry for trail.										
	Dewidop concept cross sections of sufficient detail to identify approximate construction limits, Dewidop the trail and boardwalk alignment and profile and start/end points for the boardwalk structure. Prepare design development plans (50% plans) for review by City of Willmar staff. Prepare preliminary cost estimate based on the 50% design development plans.										
22	Permitting-Upon completion of the preliminary plans, SRF will assist the City in securing the necessary permits for trait construction. Prepare supporting documentation for necessary permits including preparation of the Stomwater Pollution Prevention Pan (SWPPP), NPOSE permit and drainage calculations. SRF will be responsible for permit applications and their submission. Presentations (if required) for permitting will be on an horty basis. If required, the rime and expense for its preparation of presentations will be considered an additional expense.	٥	4	0	0	8	o	0	0	12	\$1,320
	Civil- final trail plans Prepare construction documents (95% plans and specifications) necessary for construction of the project - 95% plans to be based on the approved 50% design development plans. - Prepare cost estimate based on the 95% plans. - Prepare construction specifications and project manual based on the 95% plans.	1	2	o	o	8	o	2	D	13	\$1,426
	SUBTOTAL-TASK 2	1	8	8	0	20	0	6	0	43	\$4,790
3.0 3.1	Structures Design Prepare preliminary plans for the Robbins Island Regional Park boardwalk.	1	10	0	0	20	0	30	0	61	\$6,674
3.2	Prepare final plans for the Robbins Island Regional Park boardwalk meeting all State and Federal design standards.	ō	2	0	8	0	0	2	0	12	\$1,328
3.3	State and receral design scandards. Prepare special provisions and estimates for the Robbins Island Regional Park boardwalk. Provide a construction cost estimate.	1	4	12	0	20	0	24	0	0	\$6,578
	SUBTOTAL - TASK 3	2	16	12	8	40	0	56	0	73	\$14,580

SRF CONSULTING GROUP, INC.

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ir cons ent ject	sulting Group, Inc. City of Willmar Robbins Island Boardwalk Design and Construction Administration	Work Tasks a	nd Person-H	our Estimati	es					Consulling Grou	up, Inc. 11354.PP
4.0	Bidding Services										
4.1	Assist the City in preparing the project for bidding. - Prepare ads for bid and provide appropriate copies of the plans and spees for the City of Willmar and contractors' purpose. - Respond to bidder questions and prepare addendums as required. - Prepare bid subultans. - Review bids for accuracy and verify bidder's references and qualifications.	o	4	0	4	٥	o	o	o	8	\$1,005
	SUBTOTAL - TASK 4	o	4	0	4	0	0	0	o	8	\$1,008
5.0	Construction Administration										
5.1	SRF will conduct construction administration and periodic on-site construction observation, including; • Hoat preconstruction conference with contractor and City staff. • Review and approve shop drawings, samples and other contractor submittels. • Provide periodic construction observation and determine that the project is	O	36	0	36	0	0	0	0	72	\$9,072
	proceeding in accordance with the contract documents. - Review pay requests and submit certificates for payment. - Prepare Change Orders. - Coordinate final inspections and prepare final punch list. - Parform observations and keep daily records of the activities of the Contractor.										
	- Keep record of pay items Review construction staking Prepare record drawings Coordinate and review testing materials Determine dates of substantial completion and final completion. Assume approximately 12 hours a week for up to 6 weeks of construction.										
	SUBTOTAL - TASK 5	0	36	0	36	0	0	0	0	72	\$9,072
	TOTAL ESTIMATED PERSON-HOURS AVERAGE HOURLY BILLING RATES ESTIMATED LABOR AND OVERHEAD ESTIMATED DIRECT HON-SALARY EXPENSES	7 \$194 \$1,358	74 \$150 \$11,100	20 \$120 \$2,400	48 \$102 \$4,896	60 \$90 \$5,400	0 \$135 \$0	62 \$106 \$6,572	0 \$68 \$0	210	\$31.726 \$754

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SRF Consulting Group, Inc. Client City of Willmar Project Robbins Island Boardwalk Design and Construction Administration Work Tasks and Person-Hour Estimates SRF Consulting Group, Inc. 11354.PP ESTIMATE OF DIRECT NON-SALARY EXPENSES: Personal Vehicles MILEAGE: 1360 Miles @ \$0,545 \$741 REPRODUCTION: Copy Duplication 60 20 Copies @ Copies @ \$0,10 \$6 \$7 \$0 \$0 \$0 \$0 \$0.35 Color Copies PRINTING; SUPPLIES; COMMUNICATIONS; PERMITTING; SUBCONSULTANTS; Mail, Express, Etc. ESTIMATED DIRECT NON-SALARY EXPENSES \$754

SRF CONSULTING GROUP, INC.

S/Marketing/Proposabi/2018 Letter Proposabi/11354.PP Wilmar Robbins I sland Park Building and Site Design/11354.PP Wilmar Robbins I sland Boardwark scope spreadsheet.Jtz ENGINEERS AND PLANNERS MINIEAPOLIS, MI

Willmar Lakes Area CVB Board Meeting EBO Room of the CVB/Chamber Tuesday, August 28, 2018 @ 12:00 Noon

Members Present:	David Feist, Dave Henle, Sue Steinert, Doug Kuehnast, Denny Baker, Ken Warner, RJ Linder, Judy Thompson, Steve Ahmann, Janet Demuth, Sabrina Lere, Bill Gossman, Audrey Nelsen
Members Excused:	Jim Butterfield, Rob Baumgarn, and Michelle Olson
Members Absent:	Art Benson
Staff Present:	Beth Fischer and Tanya Rosenau

- I. Call to Order: Feist called the meeting to order at 12:15pm.
 a. Additions or corrections to the agenda: There were no additions or corrections.
- II. Approve Minutes from the June 19, 2018 Meeting: It was MSC (m/ Kuehnast; s/Ahmann) to approve the minutes from the June 19, 2018 meeting.
- **III. Financial Report:** Thompson presented the financial report and reviewed the lodging tax revenues report and the year-end statement. It was MSC (m/Baker, s/Henle) to approve the financial report as it was presented.

IV. Reports & Updates:

- a. Sports: Fischer shared for Baumgarn that Tour Minnesota sent a letter of recommendation for the community and for Baumgarn, Varpness, and Fischer as they felt they went above and beyond for their event. Ice will be on in the Cardinal Arena on September 4th, a Skate with the WarHawks event takes place on September 15th, and the Warhawks first home game is October 6th. Construction on the new refrigeration plant will start tomorrow and the building will be in place by October 29th. The rest of the project will be completed in spring of 2019. There are four tournaments planned for hockey this year and they went to a four game guarantee. Curling has two bonspiels planned in 2019 and the Diamond Edge Figure Skating Club has their show planned for March 2019. Many dry floor events are already booked for next year. Glacial Ridge Curling Club has started fundraising for \$2 million to build their new facility and Willmar is looking to renew their current bronze status as a Bike Friendly Community and look at an action plan for the next steps to move up a level. There is a Harvest Hike at Glacial Ridge Winery on October 7th and the last Little Crow Ski show for the season is this Friday.
- b. Leisure Committee: Fischer shared that they met at the new Model Citizen Restaurant in New London and were given a welcome and background information from the owners as well as the owner of Goat Ridge Brewery. They went over advertising tracking for the last two months and noted that inquiries and website traffic continue to be higher than last year's numbers. The top three pages viewed on the website for the month of July were Spicer 4th of July Celebration, Rockin' Robbins, and the New London Waterdays. This shows that it's very important to get your events onto the CVB community calendar. Nothing has been decided about new 2019 marketing opportunities. Prairie Woods Environmental Learning Center has their Music Under the Prairie Stars fundraiser on September 7th, it will be the 40th Anniversary of the Little Crow Ski Team next year, and Sibley State Park will be featured on the 2019 vehicle permit for the first time ever during their 100th anniversary. Ahmann shared that we are losing two more resorts.
- c. Special Events Committee: No new business to report.
- d. Meetings & Conventions Committee: Feist said they reviewed conventions that took place in the last two months and all of them had good reviews and were successful. They also looked ahead at upcoming conventions including the VFW Fall Conference, MN Newspaper Association meeting, and the Ag & Animal Science Conference. They are working on a couple of bids as well.

e. Visitor Guide Committee: Steinert shared that if you need any 2018 Visitor Guides to stop into the CVB office. The committee is going over a new layout option for the 2019 guide and starting to look at cover options. Ad sales are currently in progress.

V. Affiliated Partnership Updates/Reports:

- a. Vision 2040 Update: No new business to report.
- **b.** Spicer Commercial Club: Fischer shared that Spicer 4th of July street dance attendance continues to dwindle. The committee is looking to revitalize the whole celebration.
- c. New London: Gossman shared that although the attendance was down this year for Studio Hop, the sales were the same as last year. New London Waterdays was very successful with a record attendance at the hog roast. The street dance was very well attended as well. The Antique Car Run, the Music Festival, and the GrandStay open house all went very well.
- VI. Executive Director Report: Fischer handed out the report and went over some of the larger events that are coming up. Such as the Grape Stomp, Prairie Pothole Day, Buckingham Blitz Terrier Trials, VFW Fall Conference, MN Judicial Branch Conference and many more. She has submitted ads to Twin Cities Business, Lake Time Magazine, MN Travel Guide, MN Meetings & Events, the August Go Guide, Let's Play Hockey, the VFW Booklet, and Lakeland Broadcasting. She has also contracted ad space in many more publications. We were awarded the 2019 Women in Ag Network Conference, the JME Safety Seminar in 2019 and 2020, and the 2020 Lions Convention. She has submitted a bid to host MN-Dakotas Circle K Annual Conference in 2020 and the VFW Fall Conference in 2021. We lost the REAM Conference to Treasure Island Resort & Casino. She has assisted conventions such as Midwest Christian Filmmakers Academy, Beta Sigma Phi, MN Erosion Control Association Board, ICBM Ag Conference and more. Fischer submitted the GFO paperwork to the state and went over the Media Executive Summary handout. A complete copy of the Executive Director's Report is available upon request from the CVB office.

VII. Other Business:

a. Word Around the Community:

- i. Kuehnast: The Feds will be increasing the interest rates on September 25th.
- **ii. Ahmann:** The County will be leasing vehicles thru Enterprise to save money, they plan to do education seminars to educate seniors about fraud, and that a study was done that showed that 75% of the phosphorus in Diamond Lake is coming from sloughs. A trench was built to redirect the water from the sloughs away from the lake.
- iii. Thompson: A lot of projects coming up for Willmar and it's exciting to see the town grow.
- **iv. Gossman:** There will be a community conversation in October in New London to talk about scamming and human trafficking.
- v. Baker: Baker shared that the County Fair went well this year and they will find out the financials next week. They plan to renovate and update some buildings and add more parking. Spicer Castle is in limbo right now and the price has been reduced. It would cost roughly \$2.5-3 million to purchase and another \$2 million to renovate it. They would need ownership of the property to get grants.
- vi. Nelsen: Thank you to Fischer and Rosenau for a job well done on the Kiwanis Convention. She gave the welcome for the convention and enjoyed it very much.
- vii. Feist: Green Mill and Ruff's are having their First Annual Oktoberfest on September 22nd.
- **b.** Other: Baker asked where the lodging tax discussion is at for the new hotel. No information has been received on the status. Ahmann shared the incoming revenue so far for the ½ percent sales tax increase and said they are hitting the anticipated revenue to complete projects.
- c. Next Meeting Date: September 18, 2018

VIII. Adjournment: Feist adjourned the meeting at 12:55pm.

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



City of Willmar CONVENTION & VISITORS BUREAU Balance Sheet as of September 30, 2018 (As of 10/02/18)

<u>Assets</u>	
Cash	\$ 31,220.48
Petty Cash	50.00
Investments	217,985.54
Taxes Receivable	-
Accounts Receivable	-
Prepaid Expenses	4,960.74
Interest Receivable	-
Total Assets	\$ 254,216.76
Liabilities	
Accounts Payable	\$ -
Total Liabilities	
Fund Balance	
Restricted Fund Balance - Prepaid Expenses	8,729.86
Committed Fund Balance - CVB	30,544.27
Assigned Fund Balance - Petty Cash/CVB	50.00
Assigned Fund Balance - CVB	214,892.63
Total Fund Balance	 254,216.76
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Total Liabilities & Fund Balance	\$ 254,216.76



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January	\$	7,998.33	\$ 7,855.69	\$	8,682.75	s	9,803,51	\$	10,143,12	\$ 9,356.74	\$ 8,8	863.45	\$ 8,485.83	\$ 8,	,884,20	\$ 8,809.36	\$	9,592.37	\$ 10,146.	02 5	5 11,242.91	\$ 12,481.92	s	16,072.96	s	15,411.55	\$	14,438.84
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February	\$	8,273.68	\$ 8,564.69	\$	8,499.71	s ·	10,224.37	\$	10,054.13	\$ 9,566.54	10,60	02.01	\$ 8,480.61	S 10,	444.66	\$ 10,611,48	S	11,908.11	\$10,911.	35 S	13,578.53	\$ 13,861.89	S	12,644.59	S	13,292.01	S	13,934.28
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March	\$	8,369,92	\$ 7.834.79	s	8,617.73	s	9,891,40		9.769.91		1.0		\$ 9.627.34	S 11.	.072.50			11,246.07	\$ 12,286.			\$ 13,268.74	S	11,951.98	S	14,443.01	S	14,696.50
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June	\$	12,103.69	S 11,693.46	s	13,263.93	<u>s</u>	13,222.78	Ş	14,656,50	\$ 14,272.52	<u>\$ 13.</u>	587.59	\$ 14,138.00	\$ 14.	.192.88	\$ 16,310.94	<u>I S</u>	17,056.44	\$ 17,723.	80 5	\$ 21,493.18	\$ 31,353.36	<u>s s</u>	23,587.69	\$	26,686.49	\$	28,342.49
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July	\$	13,956.28	\$ 14,304.97	S	16,313.57	\$	16,679.03	S	17,455.49	\$ 17,601.37	\$ 18,	627.95	17,670.65	\$ 18,	,118.86	\$ 21,102.74	1 5	19,419.80	\$ 20,870.	17 5	23,504.27	\$ 31,335.96	3 \$	21,423.26	S	27,584.55	\$	28,880,56
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August	\$	12,484,49	\$ 12,430.55	\$	13,557.57	S ·	15,367,67	S	15,814.31	\$ 16,146,49	\$ 15,	076.77	\$ 14,583.82	\$ 16.	,871.90	\$ 17,099,31	1 \$	18,441.81	\$ 19,836.	73 5	\$ 19,602.33	\$ 26,012.06	5 5	24,542.87	S	26,921.27	\$	26,212.67
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September	\$	8,761.79	\$ 9,282.67	\$	11,132,73	\$	11,735.70	S	13,352.34	\$ 12,661.74	S 12.	474.13	\$ 12,845.44	\$ 12,	965.58	\$ 14,485.25	5 S	16,027.03	\$ 16,596.	08 3	\$ 15,996.62	\$ 19,337,47	7 S	20,738.25	\$	21,674.86		
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October	\$	10,165.02	\$ 10,461.69	s	10,748.60	\$	12,588,44	s	12,889.49	\$ 11,976.87	\$ 12,	486.39	\$ 10,180.03	S 12	,657.71	\$ 13,417.43	3 5	13,824.00	\$ 15,507.	78 5	5 16,011.42	\$ 17,588.17	1 5	19,325.13	S	21,137.60	<u></u>	<u></u>
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November	\$	6,602.76	\$ 8,430.63	s	8,898.66	\$	10.188.40	s	10,176.16	\$ 9,264,87	S 9.	444.09	\$ 8,785,56	S 9.	312.75	S 11.366.74		11.414.80	\$ 12.603.		5 12.749.26	S 13,727,63	3	\$15,342.87	S	14,726.67		
	\$	10,746.10					12,061.86		2,886.81*	13,780.05*						\$ 14,625.30					\$14,858,75			\$15,497.95	\$	15,862.70		
December	\$	7.875.14	\$ 8,583,87	s	8,521,55	s	10.286.25	S	9.985.78	9.345.52	S 8.	748.64	\$ 6 998 74	\$ 9	662.25	\$10,045 27	S	10 378 89	\$ 11,250	37 5	5 12 489 86	\$ 13,694,93		\$13.812.73	S	13.553.46	<u></u>	
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HUMAN RIGHTS COMMISSION MINUTES

Approved: October 16, 2018

The Human Rights Commission met on Tuesday, September 18, 2018 at 5:00 p.m. in the Multi-Purpose Room at the Kandiyohi County Historical Society.

Members present were: Shelly Huseby, Marlin Breems, Shawn Mueske, John Salgado-Maldonado, Barbara Little, Hamdi Kosar, Ben Larson and Lilbon Clark.

Item No. 1 Call to Order

The meeting was called to order by Chairperson Shelly Huseby at 5:00 p.m.

Item No. 2 Approve Minutes of Meeting

Chair Huseby presented the minutes of the August 21, 2018 meeting for discussion. Commission Member Breems moved to approve the Human Rights Commission minutes of August 21, 2018 and Commission Member Clark seconded the motion, which carried.

Item No. 3 Public Comment

There were no members of the public in attendance who wished to comment.

Item No. 4 Kathy Schwantes, City Councilor Presentation of My City Academy Program

Kathy Schwantes presented information related to a My City Academy Program in Nashville Tennessee that welcomes newcomers into their community and helps them acclimate. Her coworker, Toby Spanier, has secured funding from the University of Minnesota to assist in creation of a similar program. Many things we take for granted because we grew up with it and always knew. The questions is, how can we help our new residents whether they are refugees or immigrants to the community, become familiar with resources we have here as a City and how do we as resource providers understand our newcomers to be able to give better customer service? It's all about exchanging expectations with one another and understanding.

The goal is to put together a cohort to give newcomers real-life experiences such as getting into a snow plow and seeing why we are not parking on the street and why you would not want to walk too close with the force of the snow it's throwing. Develop a relationship with the police department to get to know one another and share the most common infractions they see and why you can't do them. Explain the 911 system and the emergency services that are provided by walking through a 911 center. The obligation is that those attending the class have to be faithful in attendance and are expected to take what they learn and share with their friends, neighbors and coworkers. It helps build relationships with community leaders and sets expectations. Some topics discussed were: education, the legal system, public spaces, public works, wastewater treatment, economic development commission, home ownership and rental responsibility, community engagement and getting involved in public boards, medical clinic, garbage/recycling, city brush site, transportation services and merchandizing.

Members of the Commission communicated their support for the program and long-term potential to the community. Appreciation was expressed to Ms. Schwantes for her presentation.

Item No. 5 Introduction of New Commission Member

Chair Huseby asked each member of the Commission to give a brief introduction of themselves. Commission Member Hamdi Kosar followed by introducing herself and why she wanted to be part of the Human Rights Commission. She expressed her interest in being a part of committees and being involved in the community. Ms. Kosar was welcomed as a new member.

Item No. 6 Upcoming Candidate Forums

Chair Huseby ran through the schedule for upcoming candidates forums sponsored by the League of Woman Voters. They contacted her inquiring if the Commission has questions to submit for any of the forums. Commission members were asked to email the questions to Chair Huseby to forward on. The deadline for submittal was set as September 25th.

Item No. 7 Medical Facility Profiling

The Commission discussed the possible issue of health care professionals perceiving patients as drug seeking and turning them away. Commissioner Little updated the commission with the context of her conversation with Dr. Flowe where she presented him with individual examples. She stated it's the profiling part that's a human rights issue. Commissioner Little is planning a follow-up conversation once she receives more detailed patient situations. The Commission discussed identifying biases, how to manage them and how that ties into cultural competency.

Item No. 8 Other Business

Commissioner Mueske updated the commission on the Dog Park improvements stating the resurfacing of the parking lot is on the next City Council agenda for approving the contract and completion this fall. The concrete improvements are slated to be done in the future as well.

Commissioner Mueske also brought up information from a preconference workshop he attended on making inclusive communities at which he learned of an organization called GARE (Government Alliance on Race and Equity). He implored the group to check out www.racialequityalliance.org which is a nationwide resource for issues with trainings available for things like bias and cultural competency. GARE membership is based on the number of employees you have in your city which for Willmar would be \$1,000 annually. He stated that many of the issues we have faced in recent years as a city they have people that would assist. He urged the commissioners to explore the organization and see if they felt it worth advising the Council to obtain a membership.

The next meeting date of the Commission will be Tuesday, October 16, 2018 at 5:00 p.m. A motion was made by Commissioner Breems, seconded by Commissioner Little and passed to adjourn. The meeting was adjourned at 6:02 p.m.

Respectfully submitted,

Janell Sommers Administrative Assistant

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AFFILIATED MED CENTERS 000028 53974 10/31/18 BACK SCREENING 53974 10/31/18 FLU SHOT ADMINISTRATIO	113.00	*CHECK	3501400199/OCT 4911012/10-18 TOTAL		D N D N	SUBSISTENCE OF P SAFETY PROGRAM	101.43425.0337 101.42428.0817
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ALPHA TRAINING & TACTICS 003136 53976 10/31/18 BALLISTIC ARMOR 53976 10/31/18 HELMET/FACE SHIELD/BAG VENDOR TOTAL	2,175.07	*CHECK	2018187 2018212 TOTAL		D N D N	SUBSISTENCE OF P SMALL TOOLS	101.42411.0227 101.42411.0221
AMERICAN ENGINEERING TES 002525 53977 10/31/18 SOIL/MATERIALS TESTING 53977 10/31/18 BUILDING-SOIL TESTING 53977 10/31/18 BOARDWALK-SOIL TESTING 53977 10/31/18 SOIL/MATERIALS TESTING VENDOR TOTAL	2,130.00 2,105.00 1,649.60 6,138.35	*CHECK	1301251 1301254 1301254 1301316 TOTAL		D N D N D N D N	PROFESSIONAL SER BUILDINGS AND ST OTHER IMPROVEMEN PROFESSIONAL SER	450.45432.0551 450.45432.0554
AMERICAN WELDING & GAS I 000057 53978 10/31/18 O-RINGS 53978 10/31/18 FIRE EXT. INSPECTION 53978 10/31/18 FIRE EXT. REFILL VENDOR TOTAL	14.755.50160.00180.25180.25	*CHECK	05821532 05821532 05821532 TOTAL		DN DN DN	MTCE. OF EQUIPME MTCE. OF EQUIPME MTCE. OF EQUIPME	101.45435.0334
ANDERSON/MICHAEL 001828 53979 10/31/18 TZD CONFERENCE	21.12		102618		D N	TRAVEL-CONFSCH	101.42411.0333
ANYTIME FITNESS .02389 53980 10/31/18 SIGN DEPOSIT REF 2018-	31 100.00		2018-31		D N	DEPOSITS-SIGN PE	101.230001
O01253 53981 10/31/18 2018 MUSIC LICENSE FEE 53981 10/31/18 2019 MUSIC LICENSE FEE VENDOR TOTAL	290.00 353.83	*CHECK	500578878/18 500578878/19 TOTAL		D N D N	LICENSES AND TAX PREPAID EXPENSES	101.45433.0445 101.128000
ASPEN MILLS 003008 53982 10/31/18 LLOYD-UNIFORMS 53982 10/31/18 LLOYD-UNIFORMS 53982 10/31/18 FIREFIGHTER SHIRTS/TEE 53982 10/31/18 EXPLORER CLOTHING VENDOR TOTAL	1,685.50 41.35 1.665.25		CM3628 223888 224904 224906 TOTAL		D N D N D N D N	SUBSISTENCE OF P SUBSISTENCE OF P SUBSISTENCE OF P SUBSISTENCE OF P	101.42411.0227 101.42412.0227

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO# 1	FS9BXM	ACCOUNT NAME	ACCOUNT
ASSN OF MINNESOTA COUNTI 000036 53983 10/31/18 HOLLAND-SYMPOSIUM REGIS. 53983 10/31/18 BECKMAN-SYMPOSIUM REGIS. 53983 10/31/18 SCHWANTES-SYMPOSIUM REG. 53983 10/31/18 ASMUS-SYMPOSIUM REGIS. VENDOR TOTAL	195.00 195.00	*CHECK	51221 51221 51221 51221 70TAL		D N D N D N D N	TRAVEL-CONFSCH TRAVEL-CONFSCH TRAVEL-CONFSCH TRAVEL-CONFSCH	101.41400.0333 101.41401.0333
AT&T MOBILITY 000075 53984 10/31/18 MOBILE HOTSPOT	54.33		X10232018		DN	COMMUNICATIONS	101.41401.0330
BENNETT OFFICE TECHNOLOG 000099 53985 10/31/18 PRINT/PAGE COUNT	52.77		281906		D N	OFFICE SUPPLIES	101.41405.0220
BERNICK'S PEPSI-COLA CO 000103 53986 10/31/18 CONCESSION SUPPLIES 53986 10/31/18 CONCESSION SUPPLIES 53986 10/31/18 CONCESSION SUPPLIES VENDOR TOTAL	287.88 407.55 218.50 913.93	*CHECK	24581 42023 53517 TOTAL		D N D N D N	GENERAL SUPPLIES GENERAL SUPPLIES GENERAL SUPPLIES	101.45433.0229
BOLTON & MENK INC 001010 53987 10/31/18 WESTERN INT. STORM SWR 4 53987 10/31/18 FEDERAL PATH PROJECT 1 53987 10/31/18 WESTERN INT. STORM SWR 5 53987 10/31/18 GORTON AVE/ARMORY L.S 12 53987 10/31/18 9TH ST/PARK AVE NW IMP 5 37	4,152.50 ,292.50 9,676.00 2,699.50	*CHECK	0222955 0224279 0224295 0224296 0224301 TOTAL		D N D N N D N D N	PROFESSIONAL SER PROFESSIONAL SER PROFESSIONAL SER PROFESSIONAL SER PROFESSIONAL SER	419.48454.0446 418.48452.0446 432.48510.0446
BONNEMA RUNKE STERN INC 001716 53988 10/31/18 BUILDING-SURVEYING SER 1 53988 10/31/18 BOARDWALK-SURVEYING SE 1 VENDOR TOTAL	L,000.00	*CHECK	18-418 18-418 TOTAL		D N D N	BUILDINGS AND ST OTHER IMPROVEMEN	
BRAD'S PLUMBING 001896 53989 10/31/18 RPZ TEST-P.W. BLDG	95.00		9179		D N	MTCE. OF STRUCTU	101.43425.0335
BREDESEN/JASON 001009 53990 10/31/18 CERT TRAINING	340.00		101118		D N	TRAVEL-CONFSCH	101.42412.0333
BRETH-ZENZEN FIRE PROTEC 002788 53991 10/31/18 ANNUAL SPRINKLER INSP.			9103		D N	PROFESSIONAL SER	101.42412.0446
001980 53992 10/31/18 LT BULBS FOR BLDG 53992 10/31/18 SMALL TOOLS 53992 10/31/18 BATTERIES	145.44 7.31 15.36		916216762 916250607 916250607		D N D N D N	MTCE. OF STRUCTU SMALL TOOLS GENERAL SUPPLIES	651.48484.0221

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Vendor Payment History Report INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	FS9BXN	A ACCOUNT NAME	ACCOUNT
BSE 001980 53992 10/31/18 DRIVING GLOVES 53992 10/31/18 LT BULBS FOR BLDG 53992 10/31/18 LT BULBS FOR BLDG 53992 10/31/18 BULBS FOR POOL SIGN VENDOR TOTAL	49.18 100.00 100.00 148.56 565.85 565.85	916275485 916291706 916291706 916363836 *CHECK TOTAL		D N D N D N D N	SUBSISTENCE OF E MTCE. OF STRUCTU MTCE. OF STRUCTU MTCE. OF OTHER I	J 101.41408.0225 J 101.45427.0225
CARRANZA/NOE 002547 53993 10/31/18 INTERPRETED 10/01/18 53993 10/31/18 INTERPRETED 10/03/18 53993 10/31/18 INTERPRETED 10/13/18 53993 10/31/18 INTERPRETED 10/27/18 53993 10/31/18 INTERPRETED 10/28/18 VENDOR TOTAL	240.00 60.00 150.00 60.00 570.00 570.00	100118 100318 101318 102718 102818 *CHECK TOTAL		D M 07 D M 07 D M 07 D M 07 D M 07 D M 07	PROFESSIONAL SEF PROFESSIONAL SEF PROFESSIONAL SEF PROFESSIONAL SEF PROFESSIONAL SEF	R 101.42411.0446 R 101.42411.0446 R 101.42411.0446
CARRANZA/NORMA I 002542 53994 10/31/18 INTERPRETED 10/23/18	60.00	102318		D M 07	PROFESSIONAL SEF	8 101.42411.0446
CENTERPOINT ENERGY 000467 53995 10/31/18 NATURAL GAS-OCT 53995 10/31/18 NATURAL GAS-OCT 53995 10/31/18 NATURAL GAS-SEP 53995 10/31/18 NATURAL GAS-OCT 53995 10/31/18 NATURAL GAS-OCT	127.49 198.42 52.88 286.22 52.27 118.13 33.70 18.91 100.70 29.36 1,894.58 2,912.66 2,912.66	6007939/10-1 6061271/10-1 6072309/9-18 6084836/10-1 6085332/10-1 6102726/10-1 6401277/10-1 8503501/10-1 8512023/10-1 8512023/10-1 8795475/10-1 *CHECK TOTAL	8 8 8 8 8 8 8 8 8 8 8 8	N N N N N N N N N N N N N N N N N N N	UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES	$101.43425.0332\\101.45433.0332\\101.45437.0332\\101.45435.0332\\101.45433.0332\\101.42412.0332\\230.43430.0332\\101.41408.0332\\651.48485.0332\\651.48485.0332\\651.48484.0332$
CENTRAL COMMUNITY TRANSI 003178 53996 10/31/18 CITY'S SHARE TRANSIT	20,000.00	8034		DN	OTHER SERVICES	101.43001.0339
CENTRAL COUNTIES COOPERA 001259 53997 10/31/18 WEED KILLER 53997 10/31/18 WEED KILLER APPLICATI VENDOR TOTAL	144.62	R 3986 R 3987 4023 4023 4024 4024 *CHECK TOTAL		D N D N D N D N D N D N	GENERAL SUPPLIES GENERAL SUPPLIES GENERAL SUPPLIES OTHER SERVICES GENERAL SUPPLIES OTHER SERVICES	5 101.43425.0229 5 230.43430.0229 230.43430.0339

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO# I	S 9 BX M	ACCOUNT NAME	ACCOUNT
CENTRAL MN DUST CONTROL 002890 53998 10/31/18 DUST CNTL APPLICATION	474.50		3790		DN	MTCE. OF OTHER I	651.48486.0336
·····	660.76 430.65 1,091.41	*CHECK	192526 193336 TOTAL		D N D N	INVENTORIES-MDSE INVENTORIES-MDSE	
VENDOR TOTAL	1,091.41						
54000 10/31/18 A/C MTCE-LABOR 54000 10/31/18 FURNACE MTCE-LABOR 54000 10/31/18 A/C MTCE-PARTS	135.00	*CHECK	00004716 00004716 00004717 00004730 00004730		D N D N D N D N D N	MTCE. OF STRUCTU MTCE. OF STRUCTU MTCE. OF STRUCTU MTCE. OF STRUCTU MTCE. OF STRUCTU	101.42412.0335 101.42412.0335 101.42412.0225
	1,200.44 1,200.44	~CHECK	TOTAL				
CHARTER COMMUNICATIONS 000736 54001 10/31/18 PHONE SERV-OCT 54001 10/31/18 INTERNET SERV-OCT VENDOR TOTAL	1,375.66 164.97 1,540.63 1,540.63	*CHECK	0009126101218 0438138102218 TOTAL		DN DN	COMMUNICATIONS COMMUNICATIONS	
COLLEGE TOWN PIZZA INC 000210 54002 10/31/18 CONCESSION SUPPLIES 54002 10/31/18 CONCESSION SUPPLIES VENDOR TOTAL	37.74 37.74 75.48 75.48	*CHECK	0034725 0034910 TOTAL		D N D N	GENERAL SUPPLIES GENERAL SUPPLIES	
CONCRETE PRODUCTS NEW LO 000076 54003 10/31/18 CONCRETE FOR SIDEWALK 54003 10/31/18 CONCRETE FOR SIDEWALK 54003 10/31/18 CONCRETE FOR PARK SIGN VENDOR TOTAL	1,495.56 1,807.14		00212646 00212879 00212957 TOTAL		D N D N D N	MTCE. OF OTHER I MTCE. OF OTHER I MTCE. OF OTHER I	450.45439.0226
CONDUENT BUSINESS SERVIC 000131	3,779.90						
54004 10/31/18 AS400 HOSTING-OCT	2,437.36		1490100		D N	SUBSCRIPTIONS AN	101.41409.0443
CORE & MAIN LP 002130 54005 10/31/18 HYDRANT PARTS	125.33		J648246		DN	MTCE. OF OTHER I	101.43425.0226
CROW CHEMICAL & LIGHTING 000186 54006 10/31/18 HAND WIPES/SUPPLIES 54006 10/31/18 GARBAGE BAGS/SUPPLIES 54006 10/31/18 DISPOSABLE GLOVES 54006 10/31/18 CLEANING SUPPLIES	74.29 85.00 85.00 14.82		12650 12669 12688 12709		D N D N D N D N	GENERAL SUPPLIES GENERAL SUPPLIES GENERAL SUPPLIES CLEANING AND WAS	101.43425.0229 651.48484.0229

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	FS9BXM	ACCOUNT NAME	ACCOUNT
CROW CHEMICAL & LIGHTING 000186 54006 10/31/18 CLEANING SUPPLIES 54006 10/31/18 DISPOSABLE GLOVES 54006 10/31/18 PAPER TOWELS	70.00 349.80 90.73 769.64	*CHECK	12755 12755 12755 TOTAL		D N D N D N	CLEANING AND WAS GENERAL SUPPLIES GENERAL SUPPLIES	651.48484.0229
VENDOR TOTAL	769.64	0112 011					
DAN'S SHOP INC 002212 54007 10/31/18 FILTERS 54007 10/31/18 FILTERS 54007 10/31/18 FILTERS 54007 10/31/18 FILTERS 54007 10/31/18 FILTERS 54007 10/31/18 FILTERS 54007 10/31/18 FILTERS	93.37 20.23CR 89.99 34.69 16.80 39.23 5.51 259.36		87888 87937 88017 88053 88249 88253 88413 TOTAL		D N D N D N D N D N D N D N	INVENTORIES-MDSE INVENTORIES-MDSE INVENTORIES-MDSE INVENTORIES-MDSE INVENTORIES-MDSE INVENTORIES-MDSE INVENTORIES-MDSE	101.125000 101.125000 101.125000 101.125000 101.125000
VENDOR TOTAL	259.36	CILICIC	IUIAL				
DELTA DENTAL OF MINNESOT 002867 54008 10/31/18 DENTAL INSURANCE-NOV	389.90		7444531		DN	COBRA INS PREMIU	101.120001
	1,350.00 90.00 1,440.00 1,440.00	*CHECK	00000508433 00000508434 TOTAL		D N D N	CLEANING AND WAS CLEANING AND WAS	
DEPT OF HUMAN SERVICES 002914 54010 10/31/18 ECPN PAYMENT-NOV	3,831.55		00000504298		D N	OTHER CHARGES	101.41428.0449
DOLLIFF INSURANCE 003425 54011 10/31/18 2019 DISABILITY POLICY 54011 10/31/18 2018 DISABILITY POLICY VENDOR TOTAL	1,455.83 291.17 1,747.00 1,747.00	*CHECK	400330 400330 TOTAL		D N D N	PREPAID EXPENSES INSURANCES AND B	
DOOLEY'S PETROLEUM INC 000212 53966 10/16/18 5.662 GALLONS UNLEADED 53966 10/16/18 60.806 GALLONS UNLEADEI 53966 10/16/18 819.315 GALLONS DIESEL	15.56 D 173.23	*CHECK	101618 101618 101618 TOTAL		D N D N D N		101.43417.0222 101.43425.0222 101.43425.0222
54012 10/31/18 151.7 GALLONS UNLEADED 54012 10/31/18 308.8 GALLONS DIESEL 54012 10/31/18 116.6 GALLONS DIESEL VENDOR TOTAL	445.99 911.58 337.21 1,694.78 4,378.81	*CHECK	25799 25800 25882 TOTAL		D N D N D N	MOTOR FUELS AND MOTOR FUELS AND MOTOR FUELS AND	651.48484.0222 651.48484.0222 651.48486.0222

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO# I	г S 9 BX M	ACCOUNT NAME	ACCOUNT
DUININCK CONCRETE 000151 54013 10/31/18 CONCRETE-FUEL TANK PRO 3	1,122.01		91834		DN	OTHER IMPROVEMEN	450.43425.0554
DUININCK CONCRETE CONST 003245 54014 10/31/18 MAT'L FOR CONCRETE WORK	43.60		1810-621673		DN	MTCE. OF OTHER I	450.45439.0226
DUININCK INC 000222 54015 10/31/18 2018 RECONSTRUCTION 386 54015 10/31/18 NO. BUS 71 PATH OVERL 63 54015 10/31/18 19TH ST RECONSTRUCTIO 83 54015 10/31/18 17TH ST/ELLA AVE OVE 183 54015 10/31/18 WINTER SAND 54015 10/31/18 MIX FOR STREET PATCHIN 371 VENDOR TOTAL 71	0,306.76 2,313.45 1,341.61 3,535.03 891.55 2,511.20 0,899.60 0,899.60	*CHECK	1801-A/EST. 4 1801/EST. 1 1803-A/EST.3 1803-B/EST. 2 533766 533872 TOTAL		И И И И И И И И И И	MTCE. OF OTHER I MTCE. OF OTHER I MTCE. OF OTHER I MTCE. OF OTHER I GENERAL SUPPLIES MTCE. OF OTHER I	418.48451.0336 418.48451.0336 418.48451.0336 101.43425.0229
DVS RENEWAL 003336 54016 10/31/18 #104928-LICENSE TABS	11.00		102318		DN	LICENSES AND TAX	101.42411.0445
EMERG. AUTOMOTIVE TECHNO 003296 54017 10/31/18 LIGHT BAR W/BRACKET	348.00		WC092118-1		DN	SMALL TOOLS	101.43425.0221
ENGAN ASSOCIATES P.A. 000240 54018 10/31/18 ARCHITECTURAL SERVICES	5,000.00		2018-092		DN	BUILDINGS AND ST	450.41408.0551
ETTERMAN ENTERPRISES 001567 54019 10/31/18 EAR PLUGS	111.87		275335		D M 07	SUBSISTENCE OF P	651.48485.0227
FANCY COATS 002172 54020 10/31/18 K-9 BOARDING 8/18-8/21 54020 10/31/18 K-9 BOARDING 9/15-9/20 54020 10/31/18 K-9 GROOMING VENDOR TOTAL	120.00 35.00 227.00	*CHECK	082118 092018 092018 TOTAL		D M 07 D N D N	PROFESSIONAL SER PROFESSIONAL SER PROFESSIONAL SER	101.42411.0446
FARM-RITE EQUIPMENT 003002 54021 10/31/18 PIN FOR BOBCAT HAMMER 54021 10/31/18 ROLLER RENTAL VENDOR TOTAL	425 24	*CHECK	P18154 R04623 TOTAL		D N D N	MTCE. OF EQUIPME RENTS	101.43425.0224 101.43425.0440
FASTENAL COMPANY 001188 54022 10/31/18 EAR PLUGS 54022 10/31/18 HOSE CLAMP 54022 10/31/18 PLAY EQUIP MTCE-PARTS VENDOR TOTAL	143.51	*CHECK	MNWIL172886 MNWIL172888 MNWIL173530 TOTAL		D N D N D N	GENERAL SUPPLIES GENERAL SUPPLIES MTCE. OF OTHER I	651.48486.0229

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION AMOUNT	CLAIM INVOICE PO#	F S 9 BX M ACCOUNT NAME ACCOUNT
FEIKEMA/MEGAN 002727 54023 10/31/18 MBPTA MEETING-MILEAGE 103.55	102518	D N TRAVEL-CONFSCH 101.41402.0333
FELT/JAMES E 000993 54024 10/31/18 COFFEE WITH THE COPS 38.01	100918	D N SUBSISTENCE OF P 101.42411.0227
FERGUSON ENTERPRISES INC00081054025 10/31/18 PLUMBING PARTS31.23	6079432	D N MTCE. OF STRUCTU 101.43425.0225
FIREBYTES LLC 003090 54026 10/31/18 2019 ANTIVIRUS 1,731.24 54026 10/31/18 2020 ANTIVIRUS 1,731.24 54026 10/31/18 2021 ANTIVIRUS 1,587.29 54026 10/31/18 2018 ANTIVIRUS 144.27 5,194.04 5,194.04	INV-1374 INV-1374 INV-1374 INV-1374 *CHECK TOTAL	D M 07 PREPAID EXPENSES 101.128000 D M 07 PREPAID EXPENSES 101.128000 D M 07 PREPAID EXPENSES 101.128000 D M 07 SUBSCRIPTIONS AN 101.41409.0443
FIVE-STAR PUMPING 000234 54027 10/31/18 BIOSOLIDS LAND APPLIC. 3,033.60	3747	D N OTHER SERVICES 651.48486.0339
FLAHERTY & HOOD P.A. 001449 54028 10/31/18 LABOR/EMPLOYMENT CONSULT 375.00	11986	D M 07 PROFESSIONAL SER 101.41406.0446
	22980 22980 *CHECK TOTAL	D N MTCE. OF EQUIPME 651.48485.0224 D N MTCE. OF EQUIPME 651.48485.0334
FORUM COMMUNICATIONS COM 002269 54030 10/31/18 AMUSEMENT DEVICE LIC. 81.25 54030 10/31/18 ORD. AUTH SALE OF PRPTY 74.75 54030 10/31/18 ORD. MOBILE FOOD UNITS 74.75 54030 10/31/18 AMENDED CITY CHARTER 143.00 54030 10/31/18 ORDAMUSEMENT DEVICES 65.00 54030 10/31/18 AMEND ZONING ORDINANCE 143.00 54030 10/31/18 S5 AND BEYOND AD 37.00 618.75 VENDOR TOTAL 618.75	C-03013137 C-03013139 C-03013140 C-03013179 C-03013329 C-03013330 184334/9-18 *CHECK TOTAL	D N PRINTING AND PUB 101.41401.0331 D N ADVERTISING 101.45435.0447
FP MAILING SOLUTIONS 001791 54031 10/31/18 POSTAGE MTR RENT-4TH QTR 174.21	RI103806403	D N RENTS 101.42411.0440
GARDNER/STEVEN J AND KEL 003424 53971 10/24/18 PERMANENT EASEMENT 7,500.00 53971 10/24/18 TEMPORARY EASEMENT 2,500.00 10,000.00 VENDOR TOTAL 10,000.00	071318 071318 *CHECK TOTAL	D M 07 OTHER CHARGES 418.48452.0449 D M 07 OTHER CHARGES 418.48452.0449

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Vendor Payment History Report INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	FS	9 BX M	ACCOUNT NAME	ACCOUNT
	•		162		DI	N	MTCE. OF STRUCTU	101.45427.0335
$ \begin{array}{c} \text{GENERAL MAILING SERVICES} & 000293 \\ 54033 10/31/18 \ \text{POSTAGE } 10/01-10/05/18 \\ 54033 10/31/18 \ \text{POSTAGE } 10/08-10/12/18 \\ 54033 10/31/18 \ \text{POSTAGE } 10/15-10/19/18 \\ 54033 10/31/18 \ PO$			$\begin{array}{r} 48180\\ 48180\\ 48180\\ 48180\\ 48180\\ 48180\\ 48180\\ 48180\\ 48180\\ 48180\\ 48180\\ 48180\\ 48180\\ 48180\\ 48180\\ 48180\\ 48232\\ 48236\\ 5\\ 48365\\ 585\\ 48365\\ 585\\ 48365\\ 585\\ 48365\\ 585\\ 585\\ 585\\ 585\\ 585\\ 585\\ 585\\ 5$			N	POSTAGE POSTAG	$\begin{array}{c} 101.41400.0223\\ 101.41401.0223\\ 101.41402.0223\\ 101.41403.0223\\ 101.41405.0223\\ 101.42412.0223\\ 101.42412.0223\\ 101.42412.0223\\ 101.45433.0223\\ 230.43430.0223\\ 651.48484.0223\\ 101.41401.0223\\ 101.41401.0223\\ 101.41402.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.42411.0223\\ 101.43417.0223\\ 101.43425.0223\\ 101.43417.0223\\ 101.43417.0223\\ 101.43417.0223\\ 101.42412.0223\\ 101.42412.0223\\ 101.41401.0223\\ 101.42412.0223\\ 101.42412.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41401.0223\\ 101.41401.0223\\ 101.42412.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41402.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.41403.0223\\ 101.42412.0223\\ 101.42432.0223\\ 101.424$
GILLUND ENTERPRISES 002425 54034 10/31/18 SPRAY LUBRICANT	198.00		853777		D	N	MOTOR FUELS AND	101.43425.0222

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM INVOICE	PO# FS9B	MACCOUNT NAME	ACCOUNT
GRAINGER INC 000786 54035 10/31/18 BLDG EXIT SIGN 54035 10/31/18 HVAC FILTERS VENDOR TOTAL	6.43 43.80 50.23 50.23	9919380205 9920325355 *CHECK TOTAL	D N D N	MTCE. OF STRUCTU MTCE. OF EQUIPME	651.48484.0225 651.48484.0224
HANNEMAN/BENJAMIN J 003042 54036 10/31/18 TZD CONFERENCE 54036 10/31/18 FUEL REIMBURSEMENT 54036 10/31/18 DRE SCHOOL VENDOR TOTAL	32.76 20.01 226.90 279.67 279.67	102518 102518 102518 *CHECK TOTAL	D N D N D N	TRAVEL-CONFSCH MOTOR FUELS AND TRAVEL-CONFSCH	101.42411.0333 101.42411.0222 101.42411.0333
HAUG IMPLEMENT CO - JOHN 000324 54037 10/31/18 HYDRAULIC PARTS	293.20	301248	DN	MTCE. OF EQUIPME	101.43425.0224
HAUG-KUBOTA LLC 002609 54038 10/31/18 KUBOTA MOWER RENTAL 54038 10/31/18 #150297 REPAIR-PARTS 54038 10/31/18 #150302-FUEL CAP 54038 10/31/18 #150302 FUEL CAP 54038 10/31/18 #150302 REPAIR-PARTS 54038 10/31/18 #150302 REPAIR-LABOR VENDOR TOTAL	750.00 67.95 29.58 GS 12.90 17.83 378.10 1,256.36 1,256.36	K4580 12328 12337 12347 19366R 19366R *CHECK TOTAL	D N D N D N D N D N D N	RENTS INVENTORIES-MDSE MTCE. OF EQUIPME INVENTORIES-MDSE MTCE. OF EQUIPME MTCE. OF EQUIPME	101.43425.0440 101.125000 101.43425.0224 101.125000 101.43425.0224 101.43425.0334
HAWKINS INC 000325 54039 10/31/18 FERRIC CHLORIDE 54039 10/31/18 FERRIC CHLORIDE VENDOR TOTAL	4,741.43 4,769.16 9,510.59 9,510.59	4374159 4377824 *CHECK TOTAL	D N D N	GENERAL SUPPLIES GENERAL SUPPLIES	651.48484.0229 651.48484.0229
HENRY'S FOODS INC 000332 54040 10/31/18 CONCESSION SUPPLIES					
HIGH POINT NETWORKS INC 002299 54041 10/31/18 MICROSOFT TABLET	1,441.00	117291	D N	SMALL TOOLS	101.41409.0221
HILLYARD\HUTCHINSON 000333 54042 10/31/18 FLOOR SEALANT 54042 10/31/18 PADS FOR SEALANT 54042 10/31/18 CLEANING SUPPLIES 54042 10/31/18 CLEANING SUPPLIES 54042 10/31/18 CLEANING SUPPLIES 54042 10/31/18 CLEANING SUPPLIES VENDOR TOTAL	117.5290.495.16446.4713.71673.35673.35	603179507 603179507 603179508 603181425 603182776 *CHECK TOTAL	D N D N D N D N D N	MTCE. OF STRUCTU GENERAL SUPPLIES CLEANING AND WAS CLEANING AND WAS CLEANING AND WAS	101.45427.0225 101.45427.0229 101.43425.0228 101.45433.0228 101.45433.0228
HOEKSTRA/DARRELL J 002586 53967 10/16/18 STORM WATER TRAINING	84.31	092618	DN	TRAVEL-CONFSCH	

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM INVOICE	PO# FS9BXM	ACCOUNT NAME	ACCOUNT
HOLIDAY STATION STORES L 003422 53968 10/16/18 690 GALLONS UNLEADED	1,903.82	STMT/9-18	DN	MOTOR FUELS AND	101.42411.0222
IDEAL SERVICE INC 003396 54043 10/31/18 SERVICE ON ELEC. EQUIP	695.00	9591	D N	MTCE. OF EQUIPME	651.48484.0334
54044 10/31/18 EFFLUENT FLOW CHECKS	52,636.00 828.00 53,464.00 53,464.00	17167NA01 18114NB01 *CHECK TOTAL	D N D N	FURNITURE AND EQ PROFESSIONAL SER	
INTERSTATE POWER SYSTEMS 001699 54045 10/31/18 BEARINGS FOR MIXER 54045 10/31/18 BALL BRNG FOR MIXER VENDOR TOTAL	75.06 67.20 142.26 142.26	1736736 RI 1736950 RI *CHECK TOTAL	D N D N	MTCE. OF EQUIPME MTCE. OF EQUIPME	651.48486.0224 651.48486.0224
JOHNSON CNTRLS FIRE PROT 003404 54046 10/31/18 FIRE PROTECTION PARTS	200.00	85298452	DN	MTCE. OF STRUCTU	651.48484.0225
JRVBR INC\OUTDOOR NETWOR 003127 54047 10/31/18 SNOWTRACKS.COM AD	500.00	3852	D N	ADVERTISING	208.45006.0447
K M FIRE PUMP SPECIALIST 000371 54048 10/31/18 #991481 REPAIR-PARTS 54048 10/31/18 #991481 REPAIR-LABOR VENDOR TOTAL	1,524.59 1,572.50 3,097.09 3,097.09	7237 7237 *CHECK TOTAL	D M 07 D M 07	MTCE. OF EQUIPME MTCE. OF EQUIPME	
KANDIYOHI CO PUBLIC HEAL 000378 54049 10/31/18 HEP B SHOT ADMIN	64.00	1229	D N	SUBSISTENCE OF P	101.42411.0337
KANDIYOHI CO-OP ELECTRIC 000375 54050 10/31/18 WELCOME TO WILLMAR SIGN 54050 10/31/18 CO RD 23/HWY 71 BYPASS 54050 10/31/18 ELEC SERV-SECURITY LIGH 54050 10/31/18 ELEC SERV-LIFT STATIONS VENDOR TOTAL	IT 38.00	STMT/10-18 STMT/10-18 STMT/10-18 STMT/10-18 *CHECK TOTAL	ת ם ח ח ח א ח א	UTILITIES UTILITIES UTILITIES UTILITIES	101.43425.0332 101.43425.0332 651.48486.0332 651.48487.0332
KASOWSKI/TERA 003374 54051 10/31/18 EMS REFRESHER COURSE	1,800.00	092618	D M 07	TRAVEL-CONFSCH	101.42412.0333
KRISS PREMIUM PRODUCTS I 002122 54052 10/31/18 COOLING TOWER TREATMEN	1,318.96	158726	DN	GENERAL SUPPLIES	101.45433.0229
KWIK TRIP INC 003423 53969 10/16/18 226.979 GALLONS UNLEAD 53969 10/16/18 17.535 GALLONS UNLEADE	ED 580.88 0 48.20	STMT/9-18 STMT/9-18	D N D N	MOTOR FUELS AND MOTOR FUELS AND	

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM INVOICE P	PO# FS9BXM2	ACCOUNT NAME .	ACCOUNT
KWIK TRIP INC 003423 VENDOR TOTAL	629.08 629.08	*CHECK TOTAL			
LAKESIDE PRESS 001646 54053 10/31/18 LODGING TAX RETURN F 54053 10/31/18 AD DEVELOPMENT VENDOR TOTAL	10.00	8261 8267 *CHECK TOTAL	D N D N	PRINTING AND PUB OTHER CHARGES	101.41403.0331 208.45007.0449
LAMETTI & SONS INC 003405 54054 10/31/18 ARMORY/FRGRNDS/GORTC	237,966.21	1610/1810-#5	D N I	MTCE. OF OTHER I	432.48510.0336
LAND PRIDE CONSTRUCTION 003149 54055 10/31/18 REPL. MANHOLE-15TH A	V 6,787.00	1823	D N I	MTCE. OF OTHER I	101.43425.0336
LEAGUE OF MN CITIES INS 000983 54056 10/31/18 CLAIM #63060-TRLR DA	MAGE 904.96	4071	D N .	INSURANCE DEDUCT	101.41428.0822
LEAGUE OF MN CITIES INS 001189 53972 10/24/18 WORKER'S COMP AUDIT	7,695.00	40000465/10-18	DN	EMPLOYER INSUR.	101.42411.0114
M.D. GRAPHICS 003263 54057 10/31/18 SQUAD ROOF NO. DECAL 54057 10/31/18 INST. DECALS-LABOR VENDOR TOTAL	198.00	6769 6769 *CHECK TOTAL	D N I D N I	MTCE. OF EQUIPME MTCE. OF EQUIPME	101.42411.0224 101.42411.0334
M-R SIGN CO INC 000424 54058 10/31/18 STREET SIGNS 54058 10/31/18 STREET SIGNS 54058 10/31/18 STREET SIGNS VENDOR TOTAL	117.28 69.08 81.61 267.97 267.97	202138 202139 202161 *CHECK TOTAL	D N I D N I	MTCE. OF OTHER I MTCE. OF OTHER I MTCE. OF OTHER I	101.43425.0226
MADISON NATIONAL LIFE 002249 54059 10/31/18 LTD PREMIUM-OCT 54059 10/31/18 LTD PREMIUM-OCT	$\begin{array}{c} 41.53\\72.04\\20.18\\55.53\\9.41\\33.98\\2.50\\514.31\\34.95\\44.55\\231.29\\11.97\\26.69\\21.51\end{array}$	267 267 267 267 267 267 267 267 267 267	D N D N D N N N N N N N N N N N N N N N	EMPLOYER INSUR.	101.41402.0114 101.41403.0114 101.41405.0114 101.41409.0114 101.41424.0114 101.42411.0114 101.42412.0114 101.42412.0114 101.43425.0114 101.45001.0114 101.45432.0114

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION AMOUNT	CLAIM INVOICE PO# F S 9 BX	M ACCOUNT NAME ACCOUNT
MADISON NATIONAL LIFE 002249 54059 10/31/18 LTD PREMIUM-OCT 10.85 54059 10/31/18 LTD PREMIUM-OCT 8.65 54059 10/31/18 LTD PREMIUM-OCT 117.07 54059 10/31/18 LTD PREMIUM-OCT 7.94 54059 10/31/18 LTD PREMIUM-OCT 13.03 1,277.98 1,277.98 VENDOR TOTAL 1,277.98	267 D N 267 D N 267 D N 267 D N 267 D N 267 D N 267 D N *CHECK TOTAL	EMPLOYER INSUR. 101.45435.0114 EMPLOYER INSUR. 101.45437.0114 EMPLOYER INSUR. 651.48484.0114 EMPLOYER INSUR. 651.48485.0114 EMPLOYER INSUR. 651.48486.0114
MAGNUSON SHEET METAL INC 001121 54060 10/31/18 SERVICE OFFICE/SHOP HTRS 260.00	134399 D N	MTCE. OF STRUCTU 101.43425.0335
MARCO TECHNOLOGIES LLC 000437 54061 10/31/18 PRINT/PAGE COUNT 26.48 54061 10/31/18 PRINT/PAGE COUNT 63.59 54061 10/31/18 PRINT/PAGE COUNT 26.68 54061 10/31/18 PRINT/PAGE COUNT 77.19 54061 10/31/18 PRINT/PAGE COUNT 30.28 54061 10/31/18 PRINT/PAGE COUNT 30.28 54061 10/31/18 PRINT/PAGE COUNT 39.16 54061 10/31/18 PRINT/PAGE COUNT 39.16 54061 10/31/18 PRINT/PAGE COUNT 34.31 54061 10/31/18 PRINT/PAGE COUNT 25.00 54061 10/31/18 PRINT/PAGE COUNT 584.15 VENDOR TOTAL 584.15	INV5671700 D N INV5671700 D N	OFFICESUPPLIES101.41400.0220OFFICESUPPLIES101.41402.0220OFFICESUPPLIES101.41403.0220OFFICESUPPLIES101.41409.0220OFFICESUPPLIES101.42411.0220OFFICESUPPLIES101.42411.0220OFFICESUPPLIES101.43425.0220OFFICESUPPLIES101.45401.0220OFFICESUPPLIES101.45401.0220OFFICESUPPLIES101.45433.0220OFFICESUPPLIES101.45435.0220OFFICESUPPLIES101.45435.0220OFFICESUPPLIES101.45435.0220OFFICESUPPLIES101.45435.0220OFFICESUPPLIES101.45435.0220OFFICESUPPLIES101.45435.0220OFFICESUPPLIES101.45435.0220OFFICESUPPLIES101.45435.0220OFFICESUPPLIES101.45435.0220OFFICESUPPLIES101.45435.0220OFFICESUPPLIES101.45435.0220
MARTIN-MCALLISTER 003093 54062 10/31/18 PUBLIC SFTY ASSESSMENT 1,000.00	12020 D N	SUBSISTENCE OF P 101.42411.0337
MATHESON TRI-GAS INC 002898 54063 10/31/18 2019 GAS CYLINDER LEASE 59.60 54063 10/31/18 2020 GAS CYLINDER LEASE 59.60 54063 10/31/18 2021 GAS CYLINDER LEASE 59.60 54063 10/31/18 2022 GAS CYLINDER LEASE 59.60 54063 10/31/18 2022 GAS CYLINDER LEASE 59.60 54063 10/31/18 2022 GAS CYLINDER LEASE 59.60 54063 10/31/18 2023 GAS CYLINDER LEASE 59.60 54063 10/31/18 2018 GAS CYLINDER LEASE 19.84 298.00 VENDOR TOTAL 298.00	18368064 D N 18368064 D N *CHECK TOTAL	PREPAID EXPENSES 101.128000 RENTS
MENARDS 000449 54064 10/31/18 DRINKING WATER 13.74 54064 10/31/18 BATTERIES 31.76 54064 10/31/18 EXTEND MARKER-WIRE/PIPE 18.10 54064 10/31/18 SHELVING 46.70 54064 10/31/18 12" BLADES 37.98 54064 10/31/18 SUPPLIES 38.05	63353DN63353DN63433DN63774DN63842DN63842DN	GENERAL SUPPLIES 101.41401.0229 GENERAL SUPPLIES 101.41408.0229 MTCE. OF OTHER I 651.48484.0226 MTCE. OF STRUCTU 101.45433.0225 SMALL TOOLS 101.43425.0221 GENERAL SUPPLIES 101.43425.0229

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VENDOR NAME AND NUMBER

Vendor Payment History Report INCLUDES ONLY POSTED TRANS

CHECK# DATE DI	ESCRIPTION	AMOUNT	CLAIM	INVOICE	PO# F	S 9 BX M	ACCOUNT NAME	ACCOUNT
54064 10/31/18 7 54064 10/31/18 CI 54064 10/31/18 CI 54064 10/31/18 KI 54064 10/31/18 PI 54064 10/31/18 PI 54064 10/31/18 NI 54064 10/31/18 NI	LEANING SUPPLIES OFFEE	$\begin{array}{c} 22.74\\ 23.93\\ 44.97\\ 30.07\\ 59.84\\ 17.61\\ 162.90\\ 19.52\\ 108.19\\ 21.91\\ 28.44\\ 45.94\\ 14.47\\ 40.48\\ 11.90\\ 890.04\\ 890.04\\ \end{array}$	*CHECK	64070 64145 64169 64495 64495 64495 64506 64576 64576 64634 64654 64654 64654 64654 64696 64918 64985 TOTAL		0 N N N N N N N N N N N N N N N N N N N	MTCE. OF OTHER I MTCE. OF OTHER I SMALL TOOLS CLEANING AND WAS GENERAL SUPPLIES GENERAL SUPPLIES MTCE. OF STRUCTU GENERAL SUPPLIES MTCE. OF STRUCTU MTCE. OF OTHER I SMALL TOOLS MOTOR FUELS AND MTCE. OF STRUCTU MTCE. OF STRUCTU MTCE. OF STRUCTU MTCE. OF STRUCTU GENERAL SUPPLIES	$\begin{array}{c} 651.48484.0226\\ 101.45433.0221\\ 101.41408.0229\\ 101.41408.0229\\ 101.41408.0229\\ 101.45433.0225\\ 101.45437.0229\\ 101.45437.0229\\ 101.45437.0229\\ 101.45437.0229\\ 101.41408.0225\\ 651.48484.0226\\ 101.42412.0222\\ 101.42412.0222\\ 101.41408.0225\\ 101.43425.0225\\ 101.45433.0225\\ 101.45433.0225\\ \end{array}$
54065 10/31/18 C	1	890.84 30.00 60.00 183.08 575.00 738.92 738.92	*CHECK	INV1179945 INV1190688 INV1190688 INV1190688 INV1194271 TOTAL		И Л И Л И Л И Л	MTCE. OF EQUIPME PREPAID EXPENSES MTCE. OF EQUIPME MTCE. OF EQUIPME RENTS	101.128000 101.42411.0334
MIMECAST NORTH AMERICA 54066 10/31/18 EN	A I 003311 MAIL MGMT SERV-NOV	993.50		INVUS554632		D N	SUBSCRIPTIONS AN	101.41409.0443
MINI BIFF LLC 54067 10/31/18 TC 54067 10/31/18 TC	001805 OILET RENTALS OILET RENTALS OILET RENTALS OILET RENTALS OILET RENTALS OILET RENTALS OILET RENTALS OILET RENTALS OILET RENTALS OILET RENTALS	$\begin{array}{c} 80.02\\ 1.20\\ 1.16\\ 78.72\\ 1.16\\ 1.16\\ 1.16\\ 1.9.72\\ 77.52\\ 72.35\\ 504.17\\ 504.17 \end{array}$	*CHECK	A-100731 A-100732 A-100734 A-100735 A-100736 A-100737 A-100738 A-100960 A-100962 A-101171 TOTAL		Ы И И И И И О О О О О О О О О О О О О О О	RENTS RENTS RENTS RENTS RENTS RENTS RENTS RENTS RENTS RENTS	$101.43425.0440\\101.43425.0440\\101.43425.0440\\101.43425.0440\\101.43425.0440\\101.43425.0440\\101.43425.0440\\101.43425.0440\\101.43425.0440\\101.43425.0440\\101.43425.0440\\101.43425.0440$
MINNEAPOLIS FINANCE D 54068 10/31/18 A	EPA 000466 UTO PAWN TRANS FEE-SEP	87.30		400451002448		D N	PROFESSIONAL SER	101.42411.0446

VENDOR NAME AND NUMBER CHECK# DATE DE	R ESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	FS	9 BX M	ACCOUNT NAME	ACCOUNT
54069 10/31/18 BA 54069 10/31/18 BC	RESSURE VESSEL INSP. ACKFLOW PREVENTOR INSP. DILER INSPECTION FEE	30.00 30.00 20.00 80.00 80.00	*CHECK	ABR01959611 ABR01959691 ABR0196101 TOTAL		ם ם	N N N	MTCE. OF EQUIPME MTCE. OF STRUCTU LICENSES AND TAX	101.45433.0334 101.43425.0335 651.48484.0445
MN DEPT OF REVENUE 316 10/15/18 US 316	VENDOR TOTAL 000492 ALES TAX-SEP SE TAX-SEP	73.00 36.62 3.87CR 0.42CR 1.32CR 9.36CR 13.04CR 7.19CR 13.82CR 167.84 80.98 3.48CR 7.30CR 7.40 0.42CR 62.44 365.28	*CHECK	STMT/9-18 STMT/9-18		M M M M M M M M M M M M M M M M M M M	ΝΝΝΝΝΝΝΝΝΝΝΝΝΝΝΝ	SALES TAX PAYABL SALES TAX PAYABL SUBSISTENCE OF P SUBSISTENCE OF P SMALL TOOLS GENERAL SUPPLIES INSURANCE DEDUCT OFFICE SUPPLIES SMALL TOOLS GENERAL SUPPLIES MTCE. OF STRUCTU MOTOR FUELS AND GENERAL SUPPLIES SUBSCRIPTIONS AN MOTOR FUELS AND SUBSISTENCE OF P MOTOR FUELS AND	$\begin{array}{c} 101.206000\\ 101.41400.0227\\ 101.41402.0227\\ 101.41409.0221\\ 101.41409.0229\\ 101.41428.0822\\ 101.42411.0220\\ 101.42411.0221\\ 101.42411.0229\\ 101.42412.0225\\ 101.43425.0222\\ 101.43425.0222\\ 101.43425.0222\\ 101.45001.0229\\ 101.45001.0243\\ 101.45433.0222\\ 651.48484.0227 \end{array}$
	VENDOR TOTAL	390.28						PREPAID EXPENSES	101.128000
MN DEPT OF TRANSPORTAT 54070 10/31/18 AS 54070 10/31/18 MZ 54070 10/31/18 AS	TIO 000497 SPHALT TACK ATERIAL SAMPLE TESTS SPHALT TACK 1 VENDOR TOTAL 1	898.14 466.38 592.01 ,956.53 ,956.53	*CHECK	P00009431 P00009431 P00009561 TOTAL		ממ	N N N	GENERAL SUPPLIES OTHER SERVICES MTCE. OF OTHER I	651.48484.0339
MN STATE FIRE DEPARTME 54071 10/31/18 20	ENT 000519 019 MEMBERSHIP DUES	423.00		102218		D	N	PREPAID EXPENSES	101.128000
MN\WI PLAYGROUND 54072 10/31/18 PP	003213 ARK PLAYGROUND EQUIP 71	,634.69		23155		D	N	FURNITURE AND EQ	450.45432.0552
	165074-BELT	164.99		1818051		D	N	MTCE. OF EQUIPME	651.48486.0224
MSCIC 54074 10/31/18 EF 54074 10/31/18 KJ	.02217 RICKSON-CONF REGIS. ING-CONF REGIS.	125.00 125.00		101718 101718			N N	TRAVEL-CONFSCH TRAVEL-CONFSCH	

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	FS9BXM	ACCOUNT NAME	ACCOUNT
MSCIC .02217 VENDOR TOTAL	250.00 250.00	*CHECK	TOTAL				
MSPN INC 001685 54075 10/31/18 DESTINATIONS AD 54075 10/31/18 DESTINATIONS AD VENDOR TOTAL	380.00 380.00 760.00	*CHECK	16538 16538 TOTAL		D N D N	ADVERTISING OTHER CHARGES	208.45006.0447 208.45010.0449
MUNICIPAL UTILITIES 000541 54076 10/31/18 UTILITIES FOR OC 54076 10/31/18 CHAINSAW TRAININ VENDOR TOTAL	T 795.88 T 1,804.36 T 2,981.85 T 50.877.95		700 700 704		D N D N D N D N D N D N D N	UTILITIES UTILITIES UTILITIES UTILITIES PROFESSIONAL SER UTILITIES TRAVEL-CONFSCH	651.48485.0332
MUNICIPAL UTILITIES 002393 53973 10/24/18 WORKER'S COMP AU	DIT 9,652.25		101218		D N	EMPLOYER INSUR.	101.41428.0114
MUSCO SPORTS LIGHTING LL 003426 54077 10/31/18 BAKER LIGHTING P	ROJE 236,115.00		313065		DN	OTHER IMPROVEMEN	450.45432.0554
MVTL LABORATORIES INC 000544 54078 10/31/18 LAB TESTING 54078 10/31/18 LAB TESTING VENDOR TOTAL	225.00 45.00 130.00 90.00 291.00 1,103.00 1,103.00	*CHECK	942074 942134 943732 944018 944478 945124 TOTAL		D N D N D N D N D N D N	PROFESSIONAL SER PROFESSIONAL SER PROFESSIONAL SER PROFESSIONAL SER PROFESSIONAL SER PROFESSIONAL SER	651.48484.0446 651.48484.0446 651.48484.0446 651.48486.0446
NCL OF WISCONSIN INC 001627 54079 10/31/18 LAB SUPPLIES						GENERAL SUPPLIES	651.48484.0229
NORTHERN STAR COUNCIL 003189 53970 10/16/18 ADVISOR FEES	38.50		101118		DN	SUBSCRIPTIONS AN	101.42411.0443
OASIS AERO INC 003286 54080 10/31/18 AIRPORT MGMT CNT	RCT-SE 4,000.00		1833		D N	PROFESSIONAL SER	230.43430.0446
OFFICE SERVICES 000589 54081 10/31/18 PHOTO COPIES 54081 10/31/18 PHOTO COPIES		*CHECK	STMT/9-18 STMT/9-18 TOTAL		D N D N	OFFICE SUPPLIES OFFICE SUPPLIES	

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VENDOR NAME AND NUM CHECK# DATE	BER DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	FS9BXM	ACCOUNT NAME	ACCOUNT
OFFICE SERVICES	000589 VENDOR TOTAL 1	,245.33						
PEARLE VISION 54082 10/31/18	.02624 SCBA LENS INSERT	220.00		2759111		DN	SUBSISTENCE OF P	101.42412.0227
PERFORMANCE KENNELS 54083 10/31/18	INC 003135 K-9 SUPPLIES	20.00		2964		DN	GENERAL SUPPLIES	101.42411.0229
PETERSON SHOE STORE 54084 10/31/18	000608 NELSON-SAFETY BOOTS	175.00		192077		DN	SUBSISTENCE OF P	101.43425.0227
PIONEERLAND LIBRARY 54085 10/31/18	SYST 000614 4TH QTR OPERATIONAL 106	,148.50		101518		DN	OTHER CHARGES	101.45426.0449
PUMP & METER SERVIC: 54086 10/31/18 54086 10/31/18 54086 10/31/18	FUEL TANK REPLACEMENT 76 FUEL TANK REPLACEMENT 18 FUEL TANK REPLACEMENT 3 98	,543.90 ,453.47 ,413.92 ,411.29 ,411.29	*CHECK	218122-1J 218122-2J 218122-2J TOTAL		D N D N D N	OTHER IMPROVEMEN OTHER IMPROVEMEN OTHER IMPROVEMEN	450.43425.0554
RICE HEALTH FOUNDAT 53965 10/11/18	ION .00731 AMB FUNDRAISER PASS TH 1	,370.48		101018		DN	REFUNDS AND REIM	101.41428.0882
RIDGEWATER COLLEGE 54087 10/31/18	001136 BURN TRLR USED FOR TRNG	300.00		00225806		DN	TRAVEL-CONFSCH	101.42412.0333
RILEY BROS CONSTRUC 54088 10/31/18	TION 000653 MIX FOR STREET PATCHING	910.00		P30663		DN	MTCE. OF OTHER I	101.43425.0226
$\begin{array}{c} 54089 & 10/31/18 \\ 54089 $	AIR FRESHENER S. CARLSON-SAFETY BOOTS SPRAYER PUMP	15.96 159.95 18.999 95.900 95.97 18.999 149.999 13.999 13.999 159.999		4582843 4587961 4588335 4592255 4592685 4593479 4593576 4597944 4599156 4600150 4601780 46021780 4604118 4604118		лииииииииииииииииииииииииииииииииииии	GENERAL SUPPLIES SUBSISTENCE OF P SMALL TOOLS INVENTORIES-MDSE GENERAL SUPPLIES SUBSISTENCE OF P MTCE. OF OTHER I SUBSISTENCE OF P MTCE. OF STRUCTU SUBSISTENCE OF P SUBSISTENCE OF P MTCE. OF OTHER I SMALL TOOLS GENERAL SUPPLIES GENERAL SUPPLIES	$101.43425.0227 \\101.43425.0221 \\101.125000 \\651.48485.0229 \\101.43425.0227 \\101.43425.0226 \\101.43425.0226 \\101.43425.0227 \\651.48486.0225 \\101.42411.0227 \\101.43425.0227 \\651.48485.0226 \\651.48485.0221 \\101.41401.0229 \\$
54089 10/31/18	SEEHUSEN-RETIREMENT GIFT	16.58 200.00 13.99		4602397 4604118 4604118		DN DN	SMALL TOOLS GENERAL SUPPLIES	651.48 101.41

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Vendor Payment History Report INCLUDES ONLY POSTED TRANS

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VENDOR NAME AND NUM CHECK# DATE	BER DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S 9	вх	M ACCOUNT NAME	ACCOUNT
$\begin{array}{c} 54089 \ 10/31/18\\ 54089 \ 10/31/18\\ 54089 \ 10/31/18\\ 54089 \ 10/31/18\\ 54089 \ 10/31/18\\ 54089 \ 10/31/18\\ 54089 \ 10/31/18\end{array}$	SPRAYER REPAIR-PARTS MAGNETIC STRIPS SHOTGUN PISTOL GRIP TARP FOR PRO PATCH AIR CHUCK PONTOON PRIMER BULB WATER HOSE FITTINGS DOG FOOD/FOOD CONTAINER 1	77.11 22.47 19.99 11.86 22.98 17.99 25.27 66.98 ,469.72 ,469.72	*CHECK	4604242 4606767 4613228 4614369 4618954 4620593 4622228 462228 462228 70TAL			DDDDDDDDD DDDDDDDD		MTCE. OF EQUIPME GENERAL SUPPLIES GENERAL SUPPLIES MTCE. OF EQUIPME SMALL TOOLS INVENTORIES-MDSE MTCE. OF EQUIPME GENERAL SUPPLIES	101.45433.0229 101.42411.0229 101.43425.0224 101.43425.0221 101.125000 101.45433.0224
SCHAEFBAUER/SAMUEL 54090 10/31/18 54090 10/31/18	003210 K-9 SUPPLIES K-9 TRAINING 10/11-10/23 VENDOR TOTAL	53.79 43.83 97.62 97.62	*CHECK	102518 102518 TOTAL			D N D N		GENERAL SUPPLIES TRAVEL-CONFSCH	
SCHWANKE TRACTOR & 7 54091 10/31/18		99.00		5473			DN		SMALL TOOLS	651.48484.0221
SCHWINGHAMMER/ETHAN 54092 10/31/18	.02864 PICK UP EVIDENCE AT BCA	7.43		101518			D N		TRAVEL-CONFSCH	101.42411.0333
SERVICE CENTER/CITY 54093 10/31/18	OF W 000685 EQUIPMENT REPAIR-OIL	78.00		STMT/10-18			D N		MOTOR FUELS AND	101.42411.0222

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54093 10/31/18 GAS-12.60 GALLONS	33.52	STMT/9-18	D N	MOTOR FUELS AND 101.41408.0222
54093 10/31/18 GAS-1,480.89 GALLONS		STMT/9-18	D N	MOTOR FUELS AND 101.42411.0222
54093 10/31/18 DIESEL-127.56 GALLONS		STMT/9-18	D N	MOTOR FUELS AND 101.42412.0222
	138.21	STMT/9-18	DN	MOTOR FUELS AND 101.42412.0222
54093 10/31/18 GAS-84.42 GALLONS	224.56	STMT/9-18	D N	MOTOR FUELS AND 101.43417.0222
54093 10/31/18 DIESEL-1,619.17 GALL(ON 4,080.31	STMT/9-18	DN	MOTOR FUELS AND 101.43425.0222
54093 10/31/18 GAS-614.16 GALLONS	1,633.67	STMT/9-18	DN	MOTOR FUELS AND 101.43425.0222
54093 10/31/18 DIESEL-93.26 GALLONS	235.02	STMT/9-18	DN	MOTOR FUELS AND 101.45433.0222
54093 10/31/18 GAS-28.07 GALLONS	74.67	STMT/9-18	DN	MOTOR FUELS AND 101.45433.0222
54093 10/31/18 DIESEL-66.18 GALLONS	166.77	STMT/9-18	DN	MOTOR FUELS AND 651.48484.0222
54093 10/31/18 GAS-25.10 GALLONS	66.77	STMT/9-18	DN	MOTOR FUELS AND 651.48484.0222
54093 10/31/18 DIESEL-24.52 GALLONS	61.79	STMT/9-18	DN	MOTOR FUELS AND 651.48485.0222
	13,967.89	*CHECK TOTAL		

VENDOR TOTAL 13,967.89

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	FS9BXM	ACCOUNT NAME	ACCOUNT	
SHI CORP 000275 54094 10/31/18 SERVER LICENSE	509.00		B08951858		D N	LICENSES AND TAX	101.41409.0445	
SILVERSTONE INC .02164 54095 10/31/18 KUBOTA ATV TIRES	430.00		107989		D N	MTCE. OF EQUIPME	651.48484.0224	
SIMON/CHRIS 003098 54096 10/31/18 MILEAGE 5/1-10/17/18 54096 10/31/18 MILEAGE 5/1-10/17/18 VENDOR TOTAL	112.00 112.00 224.00 224.00	*CHECK	102318 102318 TOTAL		D N D N	TRAVEL-CONFSCH TRAVEL-CONFSCH		
SPORTS TECHNOLOGY INC 003427 54097 10/31/18 BAKER LIGHTING PROJEC	51,500.00		090418		D N	OTHER IMPROVEMEN	450.43425.0554	
SPRINT 000578 54098 10/31/18 CELL PHONE USAGE-SEP	69.98		317498885-125		D N	COMMUNICATIONS	101.41409.0330	
STACY'S NURSERY INC 000706 54099 10/31/18 POTS/FALL ANNUALS 54099 10/31/18 LABOR FOR PLANTING VENDOR TOTAL	227.87 10.00 237.87 237.87	*CHECK	13086 13086 TOTAL		D N D N	GENERAL SUPPLIES OTHER SERVICES	101.45435.0229 101.45435.0339	
STATEWIDE DISTRIBUTING I 000718 54100 10/31/18 HAND TOWELS	28.00		203872		D N	GENERAL SUPPLIES	230.43430.0229	
SWEDBURG/SARAH 003373 54101 10/31/18 FUEL REIMBURSEMENT 54101 10/31/18 MAIN STREET CONFERENCE VENDOR TOTAL	28.63 29.06 57.69 57.69	*CHECK	102518 102518 TOTAL		D N D N	MOTOR FUELS AND TRAVEL-CONFSCH		
THOMPSON/JUDY 000949 54102 10/31/18 TEAM LEADER DEV. TRNG 54102 10/31/18 MCFOA REGION MEETING VENDOR TOTAL	161.32 85.02 246.34 246.34	*CHECK	101118 102518 TOTAL		D N D N	TRAVEL-CONFSCH TRAVEL-CONFSCH		
TIGER OAK PUBLICATIONS I 002283 54103 10/31/18 FALL 2018 DIGITAL AD	1,250.00		2018-199722		D N	OTHER CHARGES	208.45008.0449	
TITAN MACHINERY 003375 54104 10/31/18 #112619-BEARINGS 54104 10/31/18 #112619-SHAFTS VENDOR TOTAL	1,780.40 266.07 2,046.47 2,046.47	*CHECK	11521504 GP 4035584 PC TOTAL		D N D N	INVENTORIES-MDSE INVENTORIES-MDSE	101.125000 101.125000	

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM INVOICE PO#	FS9BXM	ACCOUNT NAME	ACCOUNT
TNC INDUSTRIES INC 003030 54105 10/31/18 VEHICLE EXH. SYSTEM-LA	2,972.00	35481	DN	MTCE. OF EQUIPME	101.42412.0334
.02865 54106 10/31/18 DISHWASHER SOAP	201.76	99R48Y	D N	CLEANING AND WAS	101.45435.0228
UNCOMMON USA INC 001286 54107 10/31/18 US FLAGS	112.80	882075	D N	GENERAL SUPPLIES	101.42412.0229
US BANK EQUIPMENT FINANC 003143 54108 10/31/18 COPIER SCANNING SFTWRE	105.00	368107298	D N	RENTS	101.41410.0440
USA BLUE BOOK 001258 54109 10/31/18 SLUDGE JUDGE STICKS	644.42	693675	D N	GENERAL SUPPLIES	651.48484.0229
VERIZON WIRELESS 002915 54110 10/31/18 2 TABLETS 54110 10/31/18 CELL PHONE USAGE-SEP 54110 10/31/18 CELL PHONE VENDOR TOTAL	665.70 3,171.35 40.26 3,877.31	9816138581 9816138581 9816138581 *CHECK TOTAL	D N D N D N	SMALL TOOLS COMMUNICATIONS SMALL TOOLS	101.41409.0221 101.41409.0330 101.42411.0221
54111 10/31/18 ALPHA VIDEO TECH EXPO	282.70	103018	D N	TRAVEL-CONFSCH	101.45001.0333
WAL-MART COMMUNITY 000789 54112 10/31/18 43" LED TV/WALL MOUNT 54112 10/31/18 DRINKING WATER 54112 10/31/18 COFFEE 54112 10/31/18 HALLOWEEN PARTY SUPPLI 54112 10/31/18 COFFEE MAKER 54112 10/31/18 COFFEE/FILTERS/PLATES VENDOR TOTAL	ES 108.12 106.30 29.71	092418 092518 100518 100818 100918 *CHECK TOTAL	D N D N D N D N D N D N	SMALL TOOLS SUBSISTENCE OF P GENERAL SUPPLIES GENERAL SUPPLIES SMALL TOOLS GENERAL SUPPLIES	101.42411.0229 101.45435.0229 101.42411.0221
WATCHGUARD VIDEO 003279 54113 10/31/18 BODY CAM CLIPS	195.50	ACCINV0017201	DN	SMALL TOOLS	101.42411.0221
WEST CENTRAL COMMUNICATI 000796 54114 10/31/18 #192365-INST. RADIO 54114 10/31/18 #192365-INST. RADIO VENDOR TOTAL	53.81 180.00 233.81 233.81	086711S 086711S *CHECK TOTAL	D N D N	MTCE. OF EQUIPME MTCE. OF EQUIPME	101.43425.0224 101.43425.0334
WEST CENTRAL ELECTRIC SU 000798 54115 10/31/18 LT BULBS FOR BLDG	200.31	12383190001-01	DN	MTCE. OF STRUCTU	651.48484.0225
WEST CENTRAL INDUSTRIES 000801 54116 10/31/18 LAWN MTCE 09/06/18 54116 10/31/18 LAWN MTCE 09/13/18	60.00 60.00	3380 3380	D N D N	MTCE. OF OTHER I MTCE. OF OTHER I	101.45437.0336 101.45437.0336

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WEST CENTRAL INDUSI	RIES 000801 VENDOR TOTAL	120.00 120.00	*CHECK	TOTAL				
WEST CENTRAL SANITA 54117 10/31/18	TION 000805 LT BULBS FOR BLDG	228.93		12387550001-01		DN	MTCE. OF STRUCTU	651.48484.0225
54118 10/31/18 54118 10/31/18	002689 #115439-BATTERY #171173-BRK PADS/ROTORS #067863-BRAKE PADS PARK EQUIP MTCE-PARTS VENDOR TOTAL	158.99 129.97 57.99 311.98 658.93 658.93	*CHECK	22279925 22280993 22282737 22282737 TOTAL		D N D N D N D N	MTCE. OF EQUIPME INVENTORIES-MDSE INVENTORIES-MDSE MTCE. OF OTHER I	101.125000 101.125000
$\begin{array}{c} 54119 \ 10/31/18\\ 54110 \ 10/31/18\\ 54110 \ 10/31/18\\ 54110 \ 10/31/18\\ 54110 \ 10/31/18\\ 54110 \ 10/31/18\\ 54110 \ 10/31/18\\ 54110 \ 10/31/18\\ 54110 \ 10/31/18\\ 54110$	 OFFICE SUPPLIES OFFICE SUPPLIES FISCHER-PUB. POLICY MTG CONVENTION OFFICE SUPPL FISCHER-CMP CLASS FISCHER-CMP CLASS CONVENTION OFFICE SUPPL RETURNS-MOVIES IN PARK IDEA FUND REQUEST MTG GOOGLE AD WORDS MKTG FISCHER-BIKE SHARE MTG MOVIES IN THE PARK FISCHER-WINTERFEST MTG FACEBOOK ADVERTISING FACEBOOK ADVERTISING SLEISURE COMMITTEE MTG GFO APPRECIATION EVENT GFO APPRECIATION EVENT HOLLAND-CANDIDATE FORUM 	4.61 7.82 60.12 13.07CR 11.00 151.01 5.83 54.27 11.00 20.40 4.07 22.00 10.62 67.11 1,035.37		CC STMT/9-18 CC STMT/9-18 48672 TOTAL		ипопопопопопопопопопопопопопопопопопопо	OFFICE SUPPLIES OFFICE SUPPLIES TRAVEL-CONFSCH OTHER CHARGES OTHER CHARGES	$\begin{array}{c} 208.45008.0449\\ 208.45008.0449\\ 208.45008.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 208.45010.0449\\ 808.45016.0449\\ 808.45016.0449\\ \end{array}$
54120 10/31/18 54120 10/31/18	002100 B PHONE SERV-SEP B PHONE SERV-SEP B PHONE SERV-SEP VENDOR TOTAL	539.37	*CHECK	STMT/9-18 STMT/9-18 STMT/9-18 STMT/9-18 TOTAL		D N D N D N D N	COMMUNICATIONS COMMUNICATIONS COMMUNICATIONS COMMUNICATIONS	101.45433.0330 101.41409.0330 230.43430.0330 651.48484.0330

Vendor Payment History Report INCLUDES ONLY POSTED TRANS CITY OF WILLMAR GL540R-V08.08 PAGE 20

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Vendor Payment History Report INCLUDES ONLY POSTED TRANS CITY OF WILLMAR GL540R-V08.08 PAGE 21

VENDOR NAME AND NUMBER Optimized Op

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Vendor Payment History Report

CITY OF WILLMAR GL060S-V08.08 RECAPPAGE GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
208 230 418 432 438 450 651	GENERAL FUND CONVENTION & VISITORS BUREAU WILLMAR MUNICIPAL AIRPORT S.A.B.F #2018 S.A.B.F #2019 C.P WASTE TREATMENT C.PR22 REFRIGERATION 2018A CAPITAL IMPROVEMENT FUND WASTE TREATMENT GOVERNOR'S FISHING OPENER	266,332.64 3,127.59 7,918.15 741,157.45 1,292.50 250,665.71 1,903.35 472,804.68 134,825.10 1,102.48
TOTAL	ALL FUNDS	1,881,129.65

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	1,881,129.65
TOTAI	ALL BANKS	1,881,129.65



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: November 5, 2018
From: Sarah J. Swedburg, Planner	Subject: Public Hearing on Rezone Ordinance

AGENDA ITEM: Public Hearing on an Ordinance to rezone land from I-1 (Limited Industrial) to GB (General Business)

INTRODUCTION/REQUEST: Peart Properties, LLLP, Willmar, MN, is the applicant requesting the rezone as owners of the property with intention to sell to an interested party for a day care center.

HISTORY: Planning Commission reviewed this request several times this year and found that a single parcel rezone or a text amendment did not meet Zoning Ordinance standards to allow a day care center in an industrially zoned area. However, after further consideration, Staff presented an expanded rezone option to create a commercial corridor leading into the Industrial Park. This would allow a needed service in our community to locate on property that is well suited for such a use. The additional lots were included due to their generally smaller size and/or visibility along Highway 12 W, making them more suitable for commercial use by nature.

CURRENT CIRCUMSTANCE: Planning Commission held a public hearing on the matter on October 3, 2018, and they approved the request excluding the northwesterly most parcel and easterly 4 parcels, reflective of public comments, to create a Commercial Corridor leading into the Industrial Park. The rezone was introduced to Council on October 15, 2018.

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

ISSUES: The need for day care services in Willmar is extensive – First Children's Finance has estimated a need of over 700 spots in Kandiyohi County and over 150 of those spots needed in Willmar. A gap this large is affecting economic development in our community.

FINANCIAL IMPACT: By increasing day care services, more family members can be employed, in turn, helping local businesses retain employees and continue growth.

ALTERNATIVES:

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

RECOMMENDED MOTION: Adopt the Ordinance, assign it a number, and publish it.

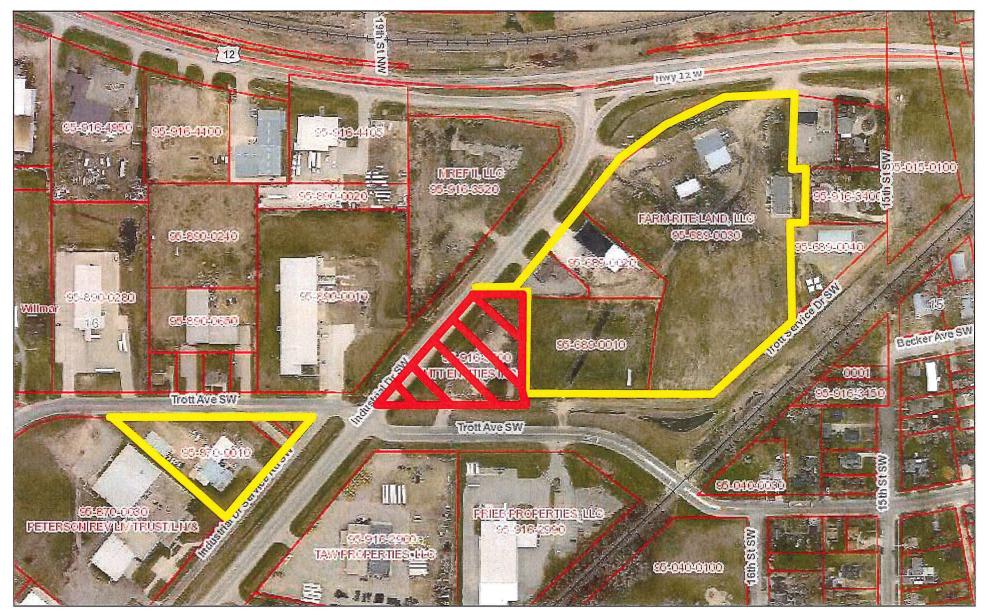
REVIEWED BY: Bruce D. Peterson, AICP, Director of Planning and Development Services

WORK SESSION DATE: N/A

COUNCIL MEETING DATE: Public Hearing November 5, 2018

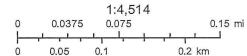
🗌 CONSENT AGENDA 🛛 AGENDA

Peart Rezone Location



October 10, 2018

Rea Striped Parcel - Already Zoned GB



City of Willmar This is NOT an Official City Map or Survey

ORDINANCE NO.

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

The City of Willmar does ordain as follows:

SECTION 1. <u>Zoning Change</u>. The Zoning Ordinance and Zoning Map for the City of Willmar are hereby amended to rezone the following property from I-1 Limited Industrial to GB General Business:

Lot 1 excluding that part lying southwesterly of a line drawn northwesterly at right angles to the southeasterly line of lot 1 from a point on said southeasterly line which is 160 feet northeasterly of the most southerly corner of said Lot 1, Block 1, Willmar Industrial Park, Section 16, Township 119, Range 35 (500 Industrial Dr. SW)

AND

Lot 1-A, Block 1, Willmar Industrial Park

AND

That part of Lots 9 and 14 described as follows: Beginning at a point of intersection of south line of Lots 9 and 14 with right-of-way of T.H. 40, then northeasterly on and along right-of-way 137.8 feet, then southeasterly 158.3 feet to a point on south line of Lot 9, then west 205.3 feet to point of beginning and then north 15 feet of the W $\frac{1}{2}$ of Lot 8 and the north 30 feet of the E $\frac{1}{2}$ of Lot 8 excluding the easterly 165.5 feet thereof all lying in State Subdivision of Government Lots 1 and 2 and SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 16, Township 119, Range 35 lying easterly of centerline of STH 40 (217 Industrial Dr. SW)

AND

Lot 1, Block 1, Quinn Addition (1800 Trott Ave Svc Dr. SW)

AND

Lot 2, Block 1, Quinn Addition (213 Industrial Dr. SW) AND

Lot 3, Block 1, Quinn Addition (1515 Hwy 12 W).

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

This Ordinance introduced by Council Member: <u>Plowman</u>		
This Ordinance introduced on:	October 15, 2018	
This Ordinance published on:	October 19, 2018	
This Ordinance given a hearing on:		
This Ordinance adopted on:		
This Ordinance published on:		



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: November 5, 2018
From: Willmar Bikes committee	Subject: Bike Share Program

AGENDA ITEM: Bike Share Program

INTRODUCTION/REQUEST: The request is to bring a Bike Share program to the City of Willmar. There would be 40 refurbished bikes and 10 docking stations placed around the community for people to utilize for low cost transportation and for recreational purposes. (\$1.00 per hour ride) The city would receive 80% of the revenue of each rented bike. The bike share program will be under the direction of the Parks and Recreation department.

HISTORY: Willmar Community Education and Recreation started a yellow bike program to help with the community needs for low cost transportation and recreational use. The Bike Share program would replace the yellow bike program. There are partnerships with initial funding is in place to purchase 40 refurbished bikes, 10 docking stations, and the year one costs to run the software. (Partners- Carris Health, Willmar Public Schools, Kandiyohi-Renville County Public Health- SHIP)

CURRENT CIRCUMSTANCE: The Bike Share program committee is working with a vendor (Koloni) to purchase 40 refurbished bikes and 10 docking stations. Total investment first year would be \$46,500, year one costs are fully funded by partnerships. The annual expense is for the software and maintenance on the bikes, this cost would be \$2,400 for software and \$2,800 for maintenance (total of \$5,200). The bikes and stations would be stored at the City Auditorium or the Public Works Garage. The Willmar Bike committee will be seeking additional grants and sponsorship to help offset operating cost.

RECOMMENDATION: The Willmar Bikes committee is seeking the recommendation from the council to enter an agreement with Koloni to purchase 40 bikes and 10 docking stations for a spring 2019 launch and budget \$5,200 annually to support the program. This is conditional upon the City Attorney and the City Council agreeing to the terms of the Carris sponsorships.

ISSUES: Need to finalize the agreement with Carris Health on sponsorship.

FINANCIAL IMPACT: The City would need to budget \$5,200.00 annually for software and maintenance for the bike share program. PT staff would be hired to oversee the maintenance and docking stations (20 hours at \$12.00 per hour per week = \$240.00 a week; \$960.00 a month; five months of staff operations totaling \$4,800.00; May -Sept)

ALTERNATIVES:

- 1. Approve the proposal for a bike share program in Willmar with launch in spring 2019.
- 2. Deny the proposal for a bike share program in the Willmar community.

REVIEWED BY: Ike Holland, City Administrator WORK SESSION DATE: October 29, 2018 COUNCIL MEETING DATE: November 5, 2018

CITY OF WILLMAR BIKE SHARE SPONSORSHIP AGREEMENT

DATE: September 25, 2018

BETWEEN: Carris Health and City of Willmar

TERMS OF AGREEMENT:

- 1. Willmar Bike Share agrees to grant Carris Health the following sponsorship rights:
 - Mobile app location marker
 - Unobstructed and solitary logo on both sides of white front fender for all bicycles
 - Willmar Bike Share creates sticker and placement on all 40 bicycles. Replacement sticker will be issued by Willmar Bike Share if sticker becomes damaged.
 - Logo on all bicycle docking stations
 - Designated hubs at Rice Memorial Hospital and ACMC Willmar Clinic
- 2. Carris Health agrees to provide:
 - A one-time investment of \$20,000
 - Acknowledgement and promotion of being a Willmar Bike Share sponsor
 - Identified space for exact placement of docking stations at Rice Memorial Hospital and ACMC-Willmar Clinic locations
- 3. It is agreed that at the time of expansion and adding new bicycles to the fleet, Carris Health receives first right of refusal for sponsorship rights on the new bicycles.
- 4. Where one party is unable to carry out its obligations under this agreement due to circumstances beyond its control or which it could not have prevented, those obligations are suspended whilst those circumstances continue, provided the other party is notified and the first party uses its best endeavors to overcome the circumstances preventing its obligations from being carried out.
- 5. The terms and conditions of this agreement shall not be disclosed to any third parties without the prior written consent of both parties.

Signed:

Carris Health	City of Willmar		
Title	Title		
Date	Date		

CHAPTER ONE: INTRODUCTION

There are many reasons to plan for non-motorized transportation. Walking, cycling, and jogging are increasingly popular for transport and recreation. Safe and convenient non-motorized travel provides many benefits, including reduced traffic congestion, user cost savings, road and parking facility savings, economic development, a better environment, and better health to those who participant. The ultimate goal of transportation is to provide access to goods, services and activities. In general, the more transportation options available, the better the access.



Walking and cycling are very efficient ways to make short trips in urbanized areas. A built environment that is hostile to non-motorized transport, however, reduces travel choices. This results in less biking and walking activity and creates more "automobile dependency." One of the primary purposes of this plan will be to help find solutions to problems and gaps in the overall system that will encourage bicycling and walking. It is also important to remember that a significant number of the community's population are unable to drive, and thus, are very dependent on a good non-motorized public transportation system. To be a more livable community, it is vital that everyone, regardless of age or ability, has a means to travel safely.

In 2009 the City of Willmar completed updating its Comprehensive Plan. The Plan's Goals, Objectives, and Policies called for future action in regards to pedestrian and bicycle planning needs. *As a result, the Willmar Trails & Pedestrian Plan has been developed as an Addendum to the Willmar Comprehensive Plan.* Some of the key objectives that were stated in the Willmar Comprehensive Plan in regards to bicycle and pedestrian planning are:

- Provide a transportation system (street, rail, air, pedestrian & bike trails) which complements land use development and reinforces a staged growth approach to future development.
- Encourage street and trail systems which maximize accessibility to places of employment, recreation, shopping, entertainment, and all developed portions of the City.
- > Cultivate a healthy City that is walkable and bikeable.
- Plan street, pedestrian, and trail systems that provide access to all developed portions of the City, connecting parks and open spaces.

Besides the direction given by the City Comprehensive Plan, there have been other recent bicycle and pedestrian activities and plans from different City departments and various other

groups within the city. The City wants to bring together these ideas and plans into one cohesive planning document. With the approval of the City, the Willmar Community Education and Recreation (WCER) has taken on the responsibility to take the lead in the preparation of this bicycle and pedestrian system planning process. The services of the Mid-Minnesota Development Commission have been retained to assist the WCER with the plan preparation. WCER also formed a citizen's task force to help guide this Plan's preparation. The members of this Task Force are listed below in Table 1A:

Table 1A: Willmar Trails & Pedestrian Plan Task Force

Andrew Bjur, AIA, LEED AP Architect

Bonnie Pehrson, Citizen

Brad Bonk, Recreation Coordinator Willmar Community Education & Recreation Bobbi Jo Berg, SHIP Kandiyohi County Public Health

Bruce D. Peterson, AICP, City of Willmar Director of Planning and Development

Carol Laumer, Executive Director Rice Home Medical

Donn Winckler, Mid-Minnesota Development Commission

Jarrett Hubbard, MnDOT Senior Transportation Planner

LeAnne Freeman, WCER Recreation Supervisor

Lynn Stier, Department Director Rice Rehabilitation Services

Marilee Dorn, Willmar Police Department

Mark Klema, P.E. Bolton & Menk

Matthew Johnson, Planning Director Mid-Minnesota Development Commission

Megan M. Sauer, AICP, City of Willmar Planner/Airport Manager

Roberto Valdez, Willmar Area Multicultural Market

Roxanne Lorenz, Health Educator Kandiyohi County Public Health

Steve Brisendine, Director Willmar Community Education & Recreation

Stephanie Volk, PT Rice Memorial Hospital

The Benefits of Developing a Bicycle and Pedestrian Plan

There are many reasons why the City of Willmar should promote bicycling and walking. Through integrating bicycling and walking as part of a balanced transportation system, the overall quality of life for residents and visitors alike will improve in Willmar. Communities with a high quality of life are desirable places to live, work, and do business. Bicycling and walking are healthy, non-polluting forms of personalized, human powered transportation. They both are forms of transportation available to all segments of society and to people of all ages and socioeconomic levels. Moreover, communities that encourage walking and biking experience economic, health and environmental benefits. By creating a safe environment for people to walk and bike, residents will be encouraged to incorporate walking and bicycling into their daily lives.

Economic Benefits

- Property values tend to be higher in communities that have well designed facilities for walking and biking. Houses near trails and parks have higher resale values. As property values increase, tax revenues increase.
- By providing accessible and efficient pedestrian and bicyce connections between neighborhoods and retail, municipal, dining, and office destinations, customer trips are increased, resulting in business growth.
- Well designed bicycle and walking facilities are an important quality of life benefit that will make the community a more desirable place to conduct business and to live. It will also benefit the City's tourism efforts.
- Walking and bicycling are affordable means of transportation. Reducing vehicle trips will reduce the associated costs of vehicle operation. Fewer vehicle trips will also lower congestion and pollution levels, and save on road maintenance.

Health Benefits

- An important goal of the plan is to increase both pedestrian and bicycle usage in the community. Through encouraging these activities, persons will increase their level of physical activity, resulting in better health. By increasing the physical activity of persons in the community, health problems (such as obesity, heart disease, strokes and diabetes) will likely be reduced.
- A 2008 survey NHTSA showed that 84 percent of people polled agreed (strongly or somewhat) that bicycling is a "great form of exercise" for them, 70 percent said they would like to bike more than they do now, but less than half of the surveyed respondents said they were satisfied by how their communities were designed for bicycling.

Enhancement of the City's pedestrian and bicycle facilities will improve the safety of persons choosing this means of transportation in the community.

Environmental Benefits

- Walking and bicycling get you where you need to go without burning fossil fuels, keeping pollutants out of the air and lessening green house effects.
- > A shift in more non-motorized transportation will lower water and noise pollution.

Other Benefits:

- Pedestrian and bicycle facilities are important for non-drivers (including elderly and children).
- Increased pedestrian and bicycle use leads to increased community interaction, which can result in safer streets and opportunities to meet neighbors.

The Plan's Components

A Vision Statement developed by the Task Force was used as the guiding vision in the preparation of this Plan. The vision statement reads as follows:

"The City of Willmar will develop and maintain an interconnected bicycle and pedestrian system where residents and visitors have safe, accessible, and convenient options to meet their needs."

Chapter Two of the Willmar Trails & Pedestrian Plan contains a community profile, including information on the City's demographics, existing trails, and major destinations. Chapter Three outlines some of the best management practices when it comes to designing bicycle and pedestrian facilities. The Plan's short, medium, and long-term priority recommendations are discussed in Chapter Four. Chapter Five contains the Plans Goals, Objectives, and Policies, and Chapter Six identifies implementation steps and possible funding sources. The Appendix includes definitions for key words and concepts used in the document and also provides links to some additional information on bicycle and pedestrian issues.

This Plan is intended to be used cooperatively by the City of Willmar and various stakeholders as they pursue future improvements to the community's bicycle and pedestrian network.

A LEAGUE OF AMERICAN BICYCLISTS' BIKE FRIENDLY COMMUNITY

THE CITY OF WILLMAR, MINNESOTA



WILLMAR BIKES TEAM



established 2014

City of Willmar

Engineering Public Works Police Department Parks and Rec Department City Council members **Willmar Public Schools** Community Education **Kandiyohi County** Public Health/SHIP Public Works

Willmar Lakes Area Convention & Visitors Bureau Mid-Minnesota Regional Development Commission Community volunteers

BUILDING OUR BIKE FRIENDLY COMMUNITY

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A BICYCLE FRIENDLY COMMUNITY	alaenige Silaar	Halloune.
Arterial and Major Collector Streets with Bike Lanes	45%	30%
Total Bicycle Network Mileage to Total Road Network Mileage	30%	16%
Public Education Outreach	GOOD	SOME
Share of Transportation Budget Spent on Bicycling	7%	4.5%
Bike Month and Bike to Work Events	GOOD	SOME
Active Bicycle Advocacy Group	ACTIVE	YES
Active Bicycle Advisory Committee	ACTIVE	MONTHLY
Bicycle-Friendly Laws & Ordinances	SOME	SOME
Bike Plan is Current and is Being Implemented	YES	YES
Bike Program Staff to Population	1 PER 70K	1 PER 39,220

CATEGORY SCORES

ENGINEERING Bicycle network and connectivity	2/10		
EDUCATION Motorist awareness and bicycling shills	3/10		
ENCOURAGEMENT Mainstreaming bicycling culture	2/10		
ENFORCEMENT Promoting safety and protecting bicyclists' rights	2/10		
EVALUATION & PLANNING Setting targets and baring a plan	2/10		
FRIENDLY Spring 2016 THE LEAGUE I'WIRDING AND	MAR, MN		

ENGINEERING



Road stencil purchased for City streets

50+ road signs installed

20+ wayfinding signs installed

EDUCATION



15+ community educators trained in Walk! Bike! Fun! curriculum



Law enforcement & community members teach 2nd graders rules of the road

ENCOURAGEMENT



WPS receives MnDOT grant for fleet of 45 bikes for group educational purposes



Development, acquisition, and installation of 3 Willmar Bike Trails kiosks and fix-it stations

ENFORCEMENT

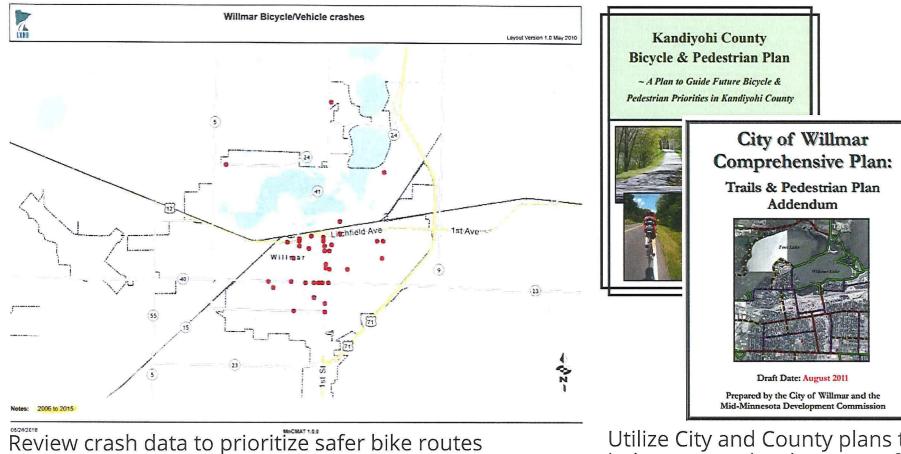


Supportive of Police Explorers training



Community bike rodeos

EVALUATION & PLANNING



Utilize City and County plans to help support development of non-motorized transportation

AN INTRODUCTION TO THE BIKE SHARE

CarrisHealth



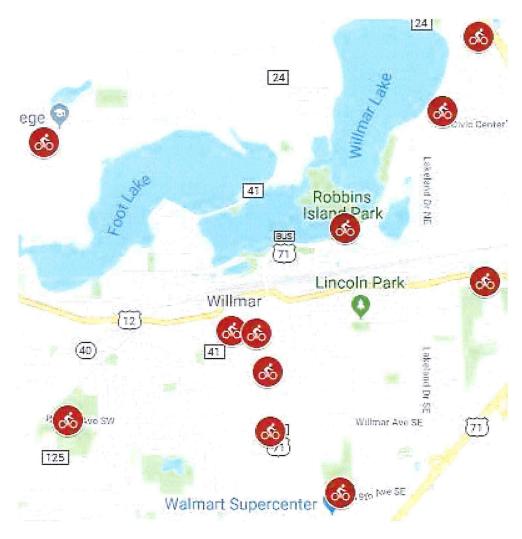




BIKES = 40 ADULT BIKES



HUBS = DOCKING STATIONS, 10 THROUGHOUT THE COMMUNITY





POTENTIAL LOCATIONS:

- Carris- ACMC
- Carris- Rice Hospital Robbins Island •
- Kandiyohi Co HHS
- Lakeland/19th Ave SE WLA CVB
- Minnwest Campus
- Rice Park

- Ridgewater College
- Swansson Field Complex
- - Willmar Public Library

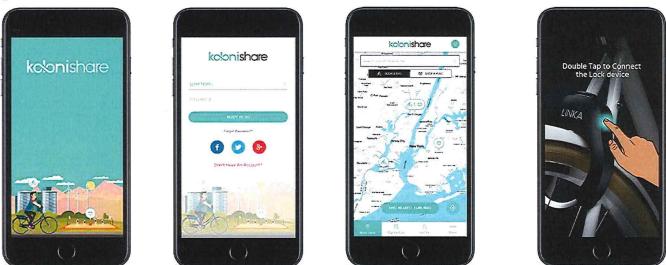
THE USER EXPERIENCE

Step 1: RENT A BIKE with a smartphone or tablet. A credit card is required for payment, suggested charge for comparable community is \$1/hour.

Step 2: LOCATE YOUR BIKE using the app, clock "unlock" and pull up on the lock handle when it beeps, then go for a ride.

Step 3: LOCK THE BIKE by pushing down on the lock handle then click "unlock" in the app when you're ready to roll again.

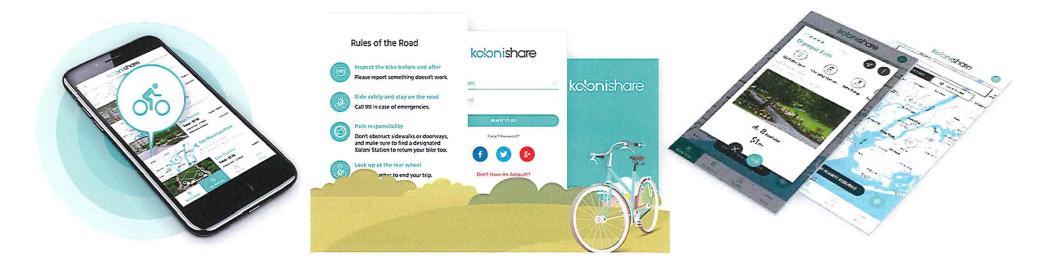
Step 4: RETURN THE BIKE to a hub and end rental in the app when done to end fee charge.



Description	Unit Price	Quantity	Subtotal	Line Total
Bikes + Smart Locks (fully refurbished & custom painted)	\$750	40	\$30,000	\$30,000
6 Stall Hubs	\$900	9	\$8,100	\$8,100
8 Stall Hub (two-sided)	\$1,000	1	\$1,000	\$1,000
Hub Solar Charging Stations	\$500	10	\$5,000	\$5,000
ONE	E-TIME CH/	ARGES, F	IRST YEAR	\$44,100
Koloni Konnect Software (annual fee for software management)	\$60	40	\$2,400	\$2,400
	тот	AL COST,	YEAR ONE	\$46,500

*Two thirds of initial charges due up front

	BUDGE	FED AN	NUAL COST	\$5,200
(refurbished bikes have two-year warranty)	\$70	40	\$2,800	\$2,800
Koloni Konnect Software (annual fee for software management)	\$60	40	\$2,400	\$2,400



BIKE SHARE FUNDING

Committed Funds	
Carris Health	\$20,000
City of Willmar	\$10,000
Public Health-SHIP	\$5,000
Willmar Public Schools	\$10,000
TOTAL	\$45,000

POTENTIAL FUNDING SOURCES:

- Bernick Family Foundation
- IDEA Fund/BCBS
- Otto Bremer Grant (collaborative application with Bethesda Cycling Without Age)
- Vision 2040

ADDITIONAL FUNDING SOURCES:

- Business Sponsorshiplocation on app map
- 80% of user fee revenue

CITY RESPONSIBILITIES

- One-time purchase contract with Koloni, \$44,100
- Sponsor agreement with Carris Health
- Annual software contract with Koloni, \$2,400 (40 bikes)
- Liability insurance
- Staff oversight of user analytics and trends
- Bike maintenance & repair, estimated \$2,400 annually starting year two
- Bike storage in off season

BIKE SHARE BENEFITS



- Recreation
- Health
- Transportation
- Tourism
- Economic



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: November 5, 2018
From: Judy R. Thompson	Subject: Consideration of Proposed Reduction of
City Clerk	Special Assessments

AGENDA ITEM: Consideration of Proposed Reduction of Special Assessments

INTRODUCTION/REQUEST: Adopt the Resolution Reducing Special Assessment against Property Located at 1225 16th Street SW Parcel No. 95-860-0100

HISTORY: In 2017 improvements were made on 16th Street SW as part of Project No. 1701 Street and Other Improvements. Included in the improvements was the pouring of concrete apron on driveways.

CURRENT CIRCUMSTANCE: The property owner of 1225 16th Street SW told the contractor they did not want the apron poured on their driveway as they were planning to pour the entire driveway and apron at a later date. The property owner contacted our office recently and asked for a reduction in the amount assessed against their property for the cost of the apron. The City Engineer's Office visited the property and calculated the cost at \$45.00/sq. yd. for a total reduction of \$747.00.

RECOMMENDATION: Approve the Resolution reducing the special assessment against Parcel No. 95-860-0100 by \$747.00 as calculated by the City Engineer's Office.

ISSUES: N/A

FINANCIAL IMPACT: \$747.00 decrease

ALTERNATIVE: N/A

RECOMMENDED MOTION: Adopt the Resolution reducing the special assessment against Parcel No. 95-860-0100 by \$747.00

REVIEWED BY: Ike Holland, City Administrator

WORK SESSION DATE: N/A

COUNCIL MEETING DATE: November 5, 2018 CONSENT AGENDA

X AGENDA

RESOLUTION NO.

A RESOLUTION REDUCING SPECIAL ASSESSMENTS AGAINST PROPERTY

Motion By: _____ Second By: _____

THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the assessment for Anthony and Melissa Sorenson, Parcel No. 95-860-0100 for Project No. 1701 Street and Other Improvements be reduced from \$6,120.00 to \$5, 373.00 beginning with taxes payable in 2019.

Dated this 5th day of November 2018.

Mayor

Attest:

City Clerk