

CITY OF WILLMAR

FINANCE COMMITTEE MEETING
5:15 PM, THURSDAY, May 23, 2019
CONFERENCE ROOM NO. 1
CITY OFFICE BUILDING

AGENDA

1. Meeting Called to Order
2. Public Comment
3. Action Items
 - a. Willmar Stinger Lease Agreement
 - b. Wild Oar Rentals Agreement
 - c. Glacial Ridge Curling Agreement amendments
 - d. Local Option Sales Tax
4. Discussion Items
 - a. Capital Outlay Project financing and 2019 Status
***Follow Rescheduled to Future meetings
 - b. Purchasing Policy Review
 - c. Tax Abatement/Tax Increment
 - d. Deferred/Suspense and Agriculture Assessments
 - e. Comprehensive Assessment Policy Discussion
 - f. Review Meeting Schedule
 - g. Future Agenda Items
5. Adjourn



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: May 23rd 2019
From: Rob Baumgarn, Parks and Recreation Director	Subject: Willmar Stinger Lease Agreement

AGENDA ITEM: Willmar Stingers Lease Agreement

INTRODUCTION/REQUEST: This request is to approve the lease agreement for the Willmar Stingers. This lease would be a 10 year lease- August 25, 2019- August 25, 2029.

HISTORY: This year will be the 10th year for the Willmar Stingers. Previously, there have been two-five leases.

CURRENT CIRCUMSTANCE: The current lease agreement will expire in August 2019. Parks and Recreation and Public Works staff have met with Willmar Stingers owners to go over the terms of the renewal. The Parks and Recreation Board has also reviewed the lease.

RECOMMENDATION: It is the recommendation from the Parks and Recreation Board to renew the lease agreement with the Willmar Stingers.

ISSUES: None

FINANCIAL IMPACT: The City will receive \$450 per game in 2020. (\$350 per game on Saturdays/Sundays - 35 home games per season). The game rental will increase \$10.00 per game per season for the next 10 years. The Willmar Stingers will clean the facility after each Stingers home game which will save the City roughly \$7,000 per season. We will then exchange the advertising rights, office space, storage and concession stand for them to clean the grounds.

ALTERNATIVES:

1. Adjust rental rates

RECOMMENDED MOTION: It is the recommendation from the Parks and Recreation Board to renew the lease agreement with the Willmar Stingers.

REVIEWED BY: Ike Holland, City Administrator

COUNCIL MEETING DATE: June 3rd, 2019

LEASE AGREEMENT

City of Willmar, Minnesota, a Minnesota Municipal Corporation
(hereinafter referred to as "Owner")

-and-

Willmar Baseball, LLC (hereinafter referred to as the "Lessee")
and Northwoods League, Inc. (hereinafter referred to as "NWL") which operates a summer collegiate
baseball league known as the Northwoods League (hereinafter referred to as the "League")

The parties agree as follows:

1. Subject to the terms and conditions set forth in this lease agreement ("Agreement"), Owner leases to Lessee the premises known as Baker Diamond-Taunton Stadium (hereinafter referred to as the "Facility") and all portions thereof, including but not limited to space for a concessions area, an office trailer and open storage under grand stands (hereinafter referred to collectively as the "Office and Storage Areas") during the times referenced during the term of this Agreement, for the purpose of Lessee's participation in the League and playing League games at the Facility.

Term

2. The term of this Agreement shall begin on August 25, 2019 and expire on August 25, 2029, unless earlier terminated herein.

Renewal

3. Should Lessee desire to renew this Agreement, Owner agrees to negotiate in good faith with the Lessee for such a renewal or extension of this Agreement between August 25- November 30, 2029, in order that any such renewal or extension may be finally agreed to and executed by the parties in writing prior to December 31, 2029.

Rent

4. The rent payable by the Lessee to Owner for the Facility shall be as follows:
 - (a) Games Played Monday through Friday: \$450 per game in 2020. The rental amount shall increase each subsequent year by \$10 per game.
 - (b) Games Played on Saturday or Sunday: \$350 per game in 2020. The weekend games rental amounts shall increase each subsequent year by \$10 per game.
5. A 40 game schedule, including 36 League regular season and 4 League playoff games will be reserved for the Lessee, in addition if the facility is available the Lessee may schedule up to 3 exhibition games at the lease rate.
6. Payment shall be made on the 5th day of the subsequent month. Lessee agrees to pay interest at a rate of 1.5 percent per month (18 percent per annum) (not to exceed the maximum

amount allowed by law), on all past due balances due to the City. Lessee agrees to pay any collection costs, including but not limited to court costs, collection fees and attorneys' fees.

7. The rent for a League All Star Game and a League All Star Game Home Run Derby Contest shall be at the same rate as regular season games, each payable on or before August 1.

Use of Field

8. The Lessee shall have the exclusive right to use the Facility for the purpose of playing summer collegiate league baseball games or other events on the dates and times so designated pursuant to this Paragraph.
9. The Lessee shall have the right to use the Facility for purposes of conducting four (4) non-baseball related special events, programs, or special effects (hereinafter referred to collectively as the "Special Events") per year during the term of this Agreement at no additional rental costs. Such Special Events shall require prior approval by the Parks and Recreation Director to ensure they are not in conflict with any other Parks and Recreation activities, games or tournaments. In the event the Special Events require Owner's staff to provide assistance above their normal daily duties or outside their normal working hours, the Owner may charge Lessee a reasonable fee to cover such assistance. The Lessee may be granted permission to use the Facility for purposes of conducting additional Special Events beyond the initial four Special Events on a case-by-case basis at the reasonable discretion of the Parks and Recreation Director.
10. The League regular season shall be no more than 36 regular season games and 4 playoff games. The Lessee may also use the facility for a League All Star Game and Home Run Derby, which shall not be included in the forty (40) regular season and playoff games. Three exhibition games presented by Lessee shall also be permitted if the Facility is available, subject to the reasonable approval of Owner. Owner will submit to the Lessee and League 60 potential game dates for play at the Facility by October 1 of each year of this Agreement for League scheduling purposes. NWL shall thereafter submit to Owner its final schedule for regular season games to take place at the Facility for the upcoming season on or before [January 31] of any year of this Agreement, and thereafter changes to the regular season schedule shall require Owner's approval, which must not unreasonably be withheld. In the event Lessee is required by the League or NWL to play more than 36 home games in a season, the Owner and Lessee agree to amend this Agreement accordingly.
11. The Lessee shall have access to, and have full responsibility for, the Facility for infield and batting practice three and one-half hours prior to game time and have use of the facility for at least 1 hour following the conclusion of games. The Lessee shall have full responsibility for Facility preparation, including field and restrooms, for all Saturday and Sunday games.

12. The Owner reserves the right to determine the playability of the field. Decisions on usage will be made in a timely manner with consultation of NWL and Lessee on the playability of the field but the final determination will be by the Owner. To the greatest extent possible, the Owner shall not make a final determination of the playability of the field before 4 p.m. on game days.
 - (a) The Owner will ready the Facility for use during adverse weather days. Once the game has begun any use of products (Diamond Dry) to keep the field playable will be billed to the Lessee at a rate of \$13 per bag of product.
 - (b) Owner shall have full rights to use the Facility at times other than those designated for exclusive Lessee use pursuant to Paragraph 8.

Maintenance

13. During the term of this Agreement, Owner or its contract designee shall be responsible to maintain the Facility in good repair and condition. Maintenance shall include, but not be limited to, the following:
 - (a) Marking and maintenance of field for Lessee games. Owner will provide maintenance of the field prior to 4:30 p.m. on game nights (or two and one-half hours prior to game time if not a 7:00 p.m. start), and its employees or designee will be responsible for the marking of fields for games occurring Monday through Friday. The Lessee shall be responsible for providing the marking of fields for games on Saturdays and Sundays.
 - (b) Owner shall have sole discretion and authority to reasonably determine the adequacy of playable conditions of the field prior to the start of any League game.
 - (c) Cleaning of restrooms. The Owner shall be responsible for cleaning the restrooms Monday through Friday. The Lessee shall be responsible for cleaning the restrooms located at the Facility after each League game held on Fridays and Saturdays at the Facility. When responsible for bathroom cleaning, Lessee must complete its cleaning responsibilities by 12:00 p.m. the day following the League home game. In the event the Facility will be used earlier than 12:00 p.m. the day following a League home game, the Owner shall inform the Lessee of such event so Lessee may complete its cleaning responsibilities prior to the event starting.
 - (d) Cleaning of bleachers and grounds. The Lessee will be responsible for cleaning the bleachers and the grounds located at the Facility at the conclusion of every League home game. Cleaning of the bleachers and grounds includes blowing the debris out of the bleachers and picking up and throwing away all trash not located in trash receptacles. The Lessee must complete its cleaning responsibilities by 12:00 p.m. the day following each League home game. In the event the Facility will be used earlier than 12:00 p.m. the day

following a home game, the Owner shall inform the Lessee of such event so Lessee may complete its cleaning responsibilities prior to the event starting.

- (e) Garbage pickup will be completed by the Owner in a timely manner not to exceed one week. If additional trash receptacles are needed, they are the responsibility of the Lessee. Containers located at other facilities shall not be relocated.
14. The Lessee will be responsible for paying the Owner the cost of staffing when the following maintenance events occur:
 - (a) In the event the Owner is required to provide field maintenance after 3:30 p.m. Monday through Friday in connection with a League game.
 - (b) In the event the Owner is required to provide field maintenance at any time on Saturdays or Sundays in connection with a League game.
 15. The parties recognize that circumstances may infrequently arise when the field at the Facility is wet or otherwise requires enhanced preparation and maintenance to be playable and the Lessee is unable to postpone or reschedule a League game. Owner shall ensure that staff will be available to provide such enhanced preparation and maintenance of the Facility for use in such a League game that cannot be postponed or rescheduled when these circumstances exist. If the staff provided by Owner provides Facility preparation or maintenance services after 3:30 p.m. Monday through Friday, or anytime on a Saturday or Sunday, the Lessee shall be responsible for paying the Owner the actual cost incurred by Owner in providing such staffing.
 16. Owner shall be responsible to maintain the mechanical and structural portions of the Facility, including capital repair or replacement, repairs to or replacement of electrical equipment, structural repairs to the walls, ceilings, bleachers, major painting, major renovation or replacement of the Facility structure or roof systems.
 17. Any Lessee furnishings shall be maintained by the Lessee.

Improvements and Renovations

18. Improvements or renovations to the Facility desired by the Lessee must be approved in advance in writing by Owner and shall be at the Lessee's expense unless Owner specifically agrees to assume the same. All such improvements (except personal property, business and trade fixtures, equipment and furniture covered by Paragraph 38) shall become the property of Owner. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Willmar City Code. Lessee agrees that not less than thirty days prior to commencement of any construction, Lessee will provide Owner with sufficient proof of required insurance, including worker's compensation coverage. Such proof of insurance must be approved by Owner before Lessee may commence construction of any approved project.

Damage or Destruction of Facility

19. If the Facility shall be damaged by fire or other casualty covered by Owner's insurance, the damage to the Facility shall be repaired by Owner with reasonable diligence at its expense except that repairs to alterations, additions or improvements made by the Lessee shall be performed by Owner, or others acceptable to Owner, at the expense of the Lessee, and the Lessee shall, at its own expense, make all repairs and replacements of property that belongs to the Lessee.

Facility Rendered Untenable

20. Requirements:

- (a) If the Facility is rendered untenable by fire or other casualty, the term of this Agreement shall immediately terminate and the Lessee shall vacate the Facility and surrender all rights to usage of the same to Owner.
- (b) Upon termination of this Agreement under the provisions of this clause, the Lessee's liability for rent shall cease as of the day following the casualty, however, Lessee shall be responsible for and pay Owner for League games played prior to the termination date.
- (c) Owner shall not be liable for any damage or loss, including any economic loss suffered by the Lessee, as a result of temporary closure of the Facility, permanent closure of the Facility pursuant to this clause, or for closure for any other reason whatsoever.

Insurance

21. Required Insurance.

- (a) The Lessee shall maintain at Lessee's expense and keep in force during the term of this Agreement, the following insurance coverages in at least the listed minimum amounts:
 - i. Worker's Compensation coverage in statutorily required amounts.
 - ii. Employers Liability coverage in limits of One Hundred Thousand Dollars (\$100,000.00) each accident, \$100,000 Disease per each employee, \$500,000 Disease per policy limit.
 - iii. Comprehensive General Liability coverage in limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for personal bodily injury and death, and limits of Two Million Dollars (\$2,000,000.00) for leased premises damages liability or Lessee shall maintain commercial general liability (CGL), and if necessary commercial umbrella insurance, with a combined limit of not less than Two Million Dollars (\$2,000,000.00) each occurrence. Such liability insurance shall additionally cover:
 - 1. The CGL insurance shall cover public liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually assumed liability.

2. Independent contractors—protective contingent liability.
 3. Personal injury.
 4. Owned, non-owned, and hired vehicle coverage on all vehicles operating on premises known as Baker Diamond-Taunton Stadium.
 5. Contractual liability covering the indemnity obligations set forth herein.
 6. Dram Shop liability, if applicable under Paragraph 31.
- (b) All policies listed above shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable) and shall apply on a “per occurrence” basis.
- (c) With the exception of the Worker’s Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by the Lessee under this Agreement and shall name Owner and NWL as an additional insured under the policy.
- (d) All policies listed above shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to Owner and NWL (or such shorter period required by law, if any).

Indemnification

22. The Lessee agrees that it shall indemnify and hold harmless Owner, its employees or agents against all expenses, liability, losses, damages, costs, claims, judgments or proceedings of any kind whatsoever that may arise against Owner, its employees or agents resulting from or arising out of the use of the Facility by the Lessee, or any activities of the Lessee, its subcontractors, agents, guests, patrons, sub lessees or licensees or employees under this Agreement. Any damage to premises caused by the Lessee or its employees, agents, guests, patrons, subleases, shall be paid by the Lessee.

Willmar Not Liable for Injury to Lessee or NWL

23. Owner shall not be responsible for any injury to persons or damage to property of the Lessee, NWL, or their agents, employees, customers or invitees as to any of their property while in the Facility, regardless of the cause of such injury or damage unless such injury or damage arises from the negligence or omission of Owner.

Taxes

24. In addition to the rent above stated, the Lessee shall be responsible for the payment of all sales and use taxes, which may be applicable to its use and operation of the Facility.

Utilities

25. Utilities (water, sewer, electric and weekly trash pick-up) charges shall be the responsibility of Owner. Any business telephone installation costs and use shall be the responsibility of the Lessee.

Concession Stand Operations

26. Notwithstanding any other provisions contained in this Agreement, during the term of this Agreement the Lessee shall have the exclusive right to operate all concessions at the Facility, whether (i) on its own behalf during its exclusive use of the Facility for the League games, (ii) the listed events of Ridgewater College, Willmar High School, American Legion, VFW & Willmar Rail games, or (iii) any other events held at the Facility whatsoever, whether staffed by Lessee's personnel or by way of concession agreement with an outside vendor or sponsor under Lessee's direction and control (hereinafter, Lessee, outside vendor or sponsor, as applicable, referred to as the "Concession Stand Operator"). [For avoidance of doubt, no third party may provide concession services at the Facility whatsoever during the term of this Agreement unless expressly agreed in writing by Lessee.] Concession Stand Operator shall operate concessions one half hour prior to game time through the completion of each scheduled game. The Lessee shall be granted exclusive use of the concession stand and storage area including the use of the commercial refrigerator, three compartment sink with hot water, cleaning closet and all counters and storage space, throughout the entire term of this Agreement—not just during the times of the Lessee's exclusive use of the Facility for League games. Storage area does not include the restrooms attached to the concession stand.
27. Concession Stand Operator will be allowed full control of menu and pricing. Concession Stand Operator will apply for and maintain the necessary City of Willmar, Kandiyohi County and the State of Minnesota Licenses needed to conduct food and beverage sales. Concession Stand Operator will be responsible for any damages to concession facility above and beyond normal wear and tear, clean the concession area in accordance to accepted health practices.
28. Concession Stand Operator shall control all revenues and expenditures with accepted cash practices including removal of money daily from Facility so as not to encourage theft or vandalism activities.
29. In exchange for the maintenance provided pursuant to Paragraph 13 of this Agreement, the Lessee shall be granted the right to use the Concession Stand for no additional rental fees.
30. For any liquor sales conducted on the premises, the Lessee shall obtain the necessary liquor license. The Lessee shall not allow the consumption of any alcoholic beverages in the Facility, except in accordance with such liquor license and subject to all conditions thereof and applicable Willmar ordinances. Tobacco products may not be advertised, sold or used at the Facility.

31. The Lessee agrees that it will, at all times when it is engaged in liquor sales on the premises, maintain in full force and effect a “dram shop” insurance policy meeting the requirements of the State of Minnesota for an on-sale intoxicating liquor license, written by a company licensed to do business in the State of Minnesota, and shall name the City an additional insured on the policy.
32. Liquor advertisement within the concession area only may be displayed during League games and shall be removed at the conclusion of the game. The Lessee will be responsible for securing all liquor containers immediately at the conclusion of a game and prior to Facility use by any other baseball program.
33. Any required equipment installation to the concession area will be made at Lessee expense and must meet all applicable State/County Health Department requirements, but shall be the property of the Owner.

Office Space and Storage

34. In exchange for the maintenance provided pursuant to Paragraph 13 of this Agreement, the Lessee shall be granted the right to use the Office and Storage Areas for no additional rental fees.

Advertising Signage

35. The Lessee shall be granted the exclusive right to sell and install advertisement signs on the fences, railings and foul poles of Baker Field /Taunton Stadium. Any other signage proposed to be located on other parts of the Facility shall require prior approval by Owner and such approval shall not be unreasonably withheld.
 - (a) In exchange for the maintenance provided pursuant to Paragraph 13 of this Agreement, the Lessee shall be granted advertising rights pursuant to Paragraphs 32 and 35 for no additional advertising fees.
 - (b) The Lessee is responsible for the installation, maintenance, and removal of the signs.
 - (c) Any modifications made to the fence for support of advertisement signs must be approved by Owner and will be at the Lessee’s expense.
 - (d) At termination of this Agreement, the Lessee shall remove all such sign installations and return the site and area to its prior status or secure Owner’s consent to leave the signs in place. Any repair or removal of advertising not completed at termination of this Agreement conducted by Owner or its’ agents shall be reimbursed by the Lessee.
 - (e) The parties agree that Owner, in permitting Lessee to sell and install advertising signs at the Facility, is not creating a forum for public speech protected by the United States or Minnesota constitutions. In furtherance of Owner’s objectives of minimizing chances of abuse, appearance of favoritism, and risk of imposing on a captive audience, Owner hereby

reserves the right to reject any banner, sign, or other advertising media that it deems inappropriate or offensive, and expressly prohibits the display of political signage in any portion of the Facility or its grounds. This prohibition includes any materials endorsing or promoting or otherwise related to candidates for political office or political parties.

Scoreboard and Sound System

36. Owner shall provide the existing scoreboard and sound system at the Facility for use by the Lessee. Any modifications to or improvement of the sound system shall be at the Lessee's expense, and all modifications or improvements must remain in the Facility at the termination of this Agreement and shall become the property of Owner at no cost, with the exception of the "Instant Replay" sound effects system, which remains at all times the property the Lessee.

Entry upon Event of Default

37. If the rent is not paid when due, or in case of breach or non-observance of or non-performance by the Lessee of any of the provisions of this Agreement (hereinafter an "Event of Default"), and if the Event of Default continues for 10 days after written notice thereof to the Lessee and NWL, and if NWL does not proceed with its right to assume the Lessee's rights and responsibilities under this Agreement pursuant to Paragraph 44 of this Agreement, then, in every such case, Owner in addition to any other remedy it has at equity, this contract or by law may, at its option, cancel this Agreement and re-enter and take possession of the Facility or any part thereof by force if necessary without any previous notice of intention to re-enter and may remove all persons and property therefrom, and may use such force and assistance in making such removal as Owner may deem advisable and such re-entry shall not operate as a waiver of satisfaction in whole or in part of any right, claim or demand arising out of or connected with any breach or violation by the Lessee of any covenant or agreement on its part to be performed.

Removal of Lessee's Property

38. All articles of personal property and all business and trade fixtures, equipment and furniture owned by the Lessee or installed by the Lessee in the Facility at the Lessee's expense shall remain the property of the Lessee except as provided in Paragraph 36, and may be removed by the Lessee at any time during the term of this Agreement, provided that the Lessee, at its own expense, shall repair any damage to the Facility caused by such removal or by the original installation and provided that there shall be no unpaid rent due Owner from the Lessee.

No Representation

39. The Lessee agrees that it has leased the Facility after examining the same and that no representations, warranties or conditions have been made other than those expressed herein,

and that no agreement collateral hereto shall be binding upon Owner unless it be made in writing and signed on behalf of Owner.

Security

40. The Lessee shall be responsible for the security and control of, ingress and egress to the Facility during and at the conclusion of all League games and other Lessee events at the Facility during the term of this Agreement.

Right of Entry to Make Repairs

41. The Lessee agrees that Owner shall have the right to enter the Facility at all reasonable times to examine the same and make such repairs, alterations, improvements or additions as Owner may deem necessary or desirable or as Owner may be required to make by law or in order to repair and maintain the Facility. Owner will exercise reasonable diligence so as to minimize the disturbance or interruption of the Lessee's operations. Renovation or repair shall be scheduled to minimize conflict with the Northwoods League game schedule.

American Legion, VFW, Willmar Baseball Association Baseball Preserved

42. The parties recognize, understand and agree that the Willmar American Legion Post, the Willmar VFW Post, and the Willmar Baseball Association have for many years maintained youth baseball teams and amateur baseball teams and will continue to maintain such teams. Subject to the terms and conditions set forth herein, the parties understand and agree that this baseball contract is not an exclusive contract, but coexists with the right of Owner to permit the utilization of Baker Field/Taunton Stadium as a baseball park for the Willmar American Legion Post, the Willmar VFW team, and the Willmar Baseball Association teams in accordance with their needs and requirements. Subject to the procedures set forth in Paragraph 10, the Lessee agrees that it will work with the other teams to arrive at a reasonable schedule, which shall be reduced to writing. Under the schedule, the American Legion Post, the VFW teams, and the Willmar Baseball Association teams will have the right to the utilization and use of Baker Field/Taunton Stadium. In the event of any rescheduling conflict due to postponements, cancellations or rainouts of League games, rescheduled games must be agreed to by Owner.

Facility Close Down

43. The Lessee agrees that Owner shall have the right to terminate the Facility power supply after September 15 of each lease year. Lessee shall remove its personal property by said date and shall acknowledge that the care and custody of concession items stored at Facility shall be the sole responsibility of Lessee, holding the Owner harmless from any loss of personal property that may benefit by said power supply.

NWL's Option to Cure Events of Default

44. Upon Lessee's failure to cure an Event of Default pursuant to Paragraph 37, the Owner shall provide NWL with a Notice of Lessee's Failure to Cure an Event of Default. Upon receiving the Notice of Lessee's Failure to Cure an Event of Default, NWL shall have the right at its option to cure or remedy, or commence good faith efforts to cure or remedy, such Event of Default and assume Lessee's rights and obligations under this Agreement within ten days of its receipt of such notice. In such event, NWL shall become entitled to the benefit of each right conferred upon the Lessee herein and shall be subject to each of the restrictions and all of the obligations of the Lessee set forth in this Agreement.

General Terms and Conditions

45. Voluntary and Knowing Action. By executing this Agreement, the parties state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
46. Authorized Signatories. The parties to this Agreement 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.
47. No Waiver. The failure of Owner to insist upon strict performance of any covenant or condition in this Agreement or to exercise any right or option hereunder shall not be construed to or operate as a waiver or relinquishment of the future right to enforce any such covenant, condition or option and no waiver shall be inferred from or implied by anything done or omitted by Owner save only an express waiver in writing. The acceptance of any rent or the performance of any obligation hereunder by a person other than the Lessee or NWL shall not be construed as an admission or acceptance by Owner of any right, title or interest of such person as a sub-tenant, assignee, transferee or otherwise in the place and stead of Owner.
48. Assignment. This Agreement may not be assigned, transferred or conveyed without the express consent of Owner.
49. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the Lessee and Owner.
50. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Lessee agrees that Owner, the State Auditor, or any of their duly authorized representatives at any

time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Owner and involve transactions relating to this Agreement. The Lessee agrees to maintain these records for a period of six years from the date of termination of this Agreement.

51. Data Practices. The parties to this Agreement acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
52. Compliance with Laws. The Lessee 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, programs and staff for which the Lessee is responsible.
53. Non-Discrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
54. Interest by City Officials. No elected official, officer, or employee of Owner shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
55. 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.
56. Entire Agreement. These terms and conditions constitute the entire Agreement between the parties hereto regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
57. Minnesota Law Governs. The laws of the State of Minnesota shall apply and bind the parties in any and all questions pertaining to the Agreement.
58. Terms Binding on Successors and Assigns. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of NWL, Lessee and Owner.

[Signature Page to follow]

Signed by Owner this _____ day of _____, 20_____.

The City of Willmar

By _____

Mayor

By _____

City Administrator

Signed by the Lessee this _____ day of _____, 20_____.

Willmar Baseball, LLC

By _____

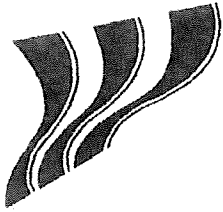
It's _____

Signed by NWL this _____ day of _____, 20_____.

Northwoods League, Inc.

By _____

It's _____



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: May 23rd 2019
From: Rob Baumgarn, Parks and Recreation Director	Subject: Wild Oar Rentals at Robbins Island

AGENDA ITEM: Wild Oar Rentals at Robbins Island

INTRODUCTION/REQUEST: This request is to approve the agreement with the Wild Oar to use space at Robbins Island for “water craft” rental equipment and to sell prepackaged food.

HISTORY: The Wild Oar has been pursuing to utilize Robbins Island for rentals/concessions for a couple of years. Staff has been working with the owners to finalize the agreement. This agreement has been approved by the council but was never been finalized by the owner- insurance certificate never was received.

CURRENT CIRCUMSTANCE: Staff is working with owner to finalize the agreement.

RECOMMENDATION: It is the recommendation of staff to approve the agreement with Wild Oar but staff is recommending the Wild Oar present information to the Parks and Recreation Board at the next board meeting (June 19th-1:30 Willmar Civic Center)

ISSUES: Do we do a multi or single year lease?

FINANCIAL IMPACT: Rental fee of \$20.00 per season.

ALTERNATIVES:

1. Don't approve the agreement
2. Seek additional rental fees

RECOMMENDED MOTION:

REVIEWED BY: Ike Holland, City Administrator

COUNCIL MEETING DATE: June 3rd, 2019



Summary Business Plan

Purpose: To start an aquatic equipment rental business at Robbins Island Park in the City of Willmar.

Rational:

- * To begin a business which will add to the employment base in the City
- * To add an amenity for tourism and increase tourism spending in the City
- * Overall Community Development and Economic Development Tool for the City

Business: This business would rent a space at the Robbins Island Park in Willmar from the City. The Business would have individuals sign a waiver holding both the Business and the City of Willmar harmless for any liability issues.

The business would rent paddleboards (SUP's), kayaks and the like. Life jackets would be required to be worn and provided by the business. Persons under 18 years of age would not be allowed to rent equipment.

The business would not be open on rainy days or days when lightening is present.

The business would not be open on days when significant wind is present so as not to endanger customers.

The business would host a website and Facebook page for weather related updates etc.

Rental rates would have to be determined for the equipment. Prepackaged food and beverages would be available for purchase.

Similar Relationships and arrangements:

- * City rents the Bill Taunton Stadium to the Stingers Baseball Team
- * City rents buildings at the Robbins Island Park for occasions
- * City rents space for events at the Willmar Civic Center
- * City rents the Willmar Civic Center to the Willmar Hockey Association and the Willmar Warhawks
- * City rents an open space on 19th Ave SE to the Little Crow Archers
 - * City rents the Willmar Community Center for events and activities
 - * City rents Dorothy Olson Aquatic Center to Bar Path Crossfit

Contact Information:

Staci Tegels Nelson

404 23rd St SE Willmar MN 56201

320.220.1002

stacitegelsnelson@live.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" or "Licensor"), and _____, a Minnesota _____ ("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, The City is authorized to contract with public and private entities in the conduct of its functions;

WHEREAS, Licensee proposes to engage in the business of aquatic sports equipment rentals from a mobile facility to be located on City property at Robbins Island; and

WHEREAS, The City has determined that contracting with a private recreational equipment concessionaire in Robbins Island has broad public benefit that, among other things activates the park, provides park revenue, enhances park security, and sustains park assets;

WHEREAS, the City is willing to permit such use, subject to the terms, covenants, and conditions contained herein.

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 and Licensee's subcontractors a terminable nonexclusive license to locate a mobile aquatic sports equipment rental facility on those portions of the City's property at Robbins Island as depicted on Exhibit A attached hereto ("Licensed Premises") for the purposes of engaging in the business of aquatic sports equipment rentals pursuant to the proposal attached hereto as Exhibit B, subject to the following conditions:

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a. Licensee's right to use any part of the Licensed Premises shall be for the limited purpose of locating temporary mobile facilities thereon for the storage of aquatic sports equipment, including kayaks and paddle boards and similar recreational water craft ("water craft"), paddles, life preservers and related equipment, and sale of prepackaged food and non-alcoholic beverages, for a limited term each year commencing May-June 1 and ending November 1 (the "period of allowed use"). At all other times of the calendar other than the period of allowed use, Licensee shall have no right to use the Licensed Premises and shall remove the water craft, temporary storage facilities and all of its other property from the Licensed Premises.

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- b. The temporary facilities located on the Licensed Premises at all times during the period of allowed use specified herein shall be secured to the Licensed Premises such that they cannot be removed or become dislodged through vandalism, theft or for any other reason including bad weather. No more than (20?) water craft may be stored on the Licensed Premises during the period of allowed use during the term of this Agreement and all water craft and other equipment or property on the Licensed Premises, which are not in immediate use, must be placed on the temporary storage facilities and be properly secured to prevent vandalism, theft or becoming dislodged therefrom for any reason other than for the immediate use of a water craft by a properly authorized and permitted person.
 - c. During period of allowed use during the term of this Agreement, the Licensee shall assume all managerial responsibilities and duties with respect to the aquatic sports equipment rental business to be conducted by Licensee on the Licensed Premises.
 - d. No part of the Licensed Premises shall be used for the sale, service or consumption of alcoholic beverages.
 - e. Licensee shall not rent any aquatic sports equipment when lightening, strong wind or other inclement weather makes use of such equipment unsafe.
 - f. Licensee shall not rent any aquatic sports equipment to individuals under 18 years of age.
 - g. Licensee shall take all necessary precautions to protect and preserve the City's improvements at Robbins Island and within the Licensed Premises during any activities within or use of the Licensed Premises as contemplated in this License.
 - h. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions during any activities within or use of the Licensed Premises as contemplated in this License.
 - i. Licensee shall protect the root growth of all trees and shrubbery located at Robbins Island and within the Licensed Premises.
 - j. Licensee shall maintain access to all properties and public rights-of-way during the term of this License, including emergency vehicle access.
 - k. Licensee shall not conduct any business or locate any property outside of the area specified in Exhibit A attached hereto.
2. TERM. This License shall be for a term commencing on the date of the last signatory to this Agreement and terminating on December 31, 2019?, unless sooner terminated as hereinafter provided.

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This License may also be terminated at any time by Licensee by written notice to the City. Such notice shall be given at least 15 days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Administrator at the City's main offices (333 South 6th Street, Willmar, MN 56201).

Upon termination of this Agreement, Licensee shall remove the mobile equipment rental facility and all equipment or other personal property located on the Licensed Premises.

3. **TERMINATION.** If at any time Licensee defaults upon or breaches a material term of this Agreement, then this Agreement may be declared null and void, at the option of the City, immediately upon the City's provision of written notice of the same to Licensee. The Licensor, in addition to all other rights or remedies it may have, may allow Licensee to cure the default specifying the action required to cure and that Licensee's failure to cure the default within 15 days of written notice thereof, will result in the immediate right to terminate this License Agreement. In the event of termination, Licensor may remove all persons and property from the Licensed Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Licensee. Should the Licensor at any time terminate this License Agreement for any breach or default, in addition to any other remedy it may have, the Licensor may recover from the Licensee all damages incurred by reason of such breach, including the cost of recovering the Licensed Premises and any other payments and/or costs to be made by or which are attributable to the Licensee as provided in this License Agreement. Failure of the Licensee to remove its property within 21 days of written notification shall constitute a waiver of their right and the items may then be disposed of or used at the discretion of the City.
4. **LICENSE FEE.** Licensee shall pay the City a one-time license fee of \$ 20.00. Formatted: Not Highlight
5. **CONDITION OF PREMISES NOT WARRANTED.** The City does not warrant that the Licensed Premises 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 property within the Licensed Premises during the term of this License. Licensee understands and acknowledges that this Agreement grants it only a terminable license to use the Licensed Premises, and does not confer any permanent property rights with respect to Robbins Island or the Licensed Premises upon Licensee.
6. **WAIVER AND ASSUMPTION OF RISK.** The Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises and hereby assumes any and all risks and hazards associated therewith. The Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee as a result of using the Licensed Premises or any of Licensee's activities related thereto and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all claims of liability.

7. **INSPECTION.** Licensee shall make the Licensed Premises and Licensee's property thereon 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. The City may order the immediate cessation of any activities that exceed the scope of the proposal attached hereto as Exhibit B or otherwise poses a serious threat to the life, health, safety or welfare of the public.
8. **IMPROVEMENTS AND ALTERATIONS.** The Licensee shall not be permitted to make any improvements or alterations to the Licensed Premises without the prior written consent of the Licensor. The Licensee shall at all times maintain the Licensed Premises, and any allowed improvements made thereto, in a good and safe condition.

Prior to the use of the Licensed Premises for the permitted purpose herein stated and prior to placing any improvements on or making any improvements to the Licensed Premises to accommodate the permitted purpose, the Licensee shall present specific plans and specifications to the City Administrator of the Licensor, or his designated representative, for his approval. If approved, that fact shall be noted on the plans and specifications submitted which shall then be filed with the City Administrator of the Licensor. Plans and specifications shall be sufficiently detailed to show the materials to be used, shape and size of the improvement(s), safety features, lighting, the presence of utilities which may be affected by the work, and such other or different information as the Licensor may require.

9. **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 the Licensed Premises or its location of Licensee's property thereon. 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.
10. **INSURANCE.** At all times throughout the term of this License, Licensee shall maintain at a minimum the following insurance coverage from financially solvent insurance carriers approved by the City:
 - a. Statutory worker's compensation coverage;
 - b. Commercial General Liability Insurance - \$2,000,000 combined single limit, written on an occurrence basis, insuring Licensee against claims for bodily injury, death or property damage arising out of its general business activities (including

automobile or vehicle use), and including endorsements to include contractual liability;

- c. Any other insurance coverages required by state or federal laws or regulations applicable to Licensee.

Licensee must cause certificate(s) of insurance evidencing the required coverages to be provided to the Public Works Director 30 days prior to the Commencement Date and every annual anniversary date thereof. The issuer of the certificate of insurance must provide the City ten days' written notice, by certified mail, prior to cancellation, non-renewal, or material change in the insurance policy(ies).

All insurance required by this License must be primary insurance and not in excess of or contributing with other insurance which Licensee or its designee may carry. All policies, excluding worker's compensation policies, must name the City as an additional insured. The applicable insurance policies required by this Lease, must apply separately to City as if separate policies had been issued to Licensee and the City.

The amounts of all required insurance policies must not be deemed a limitation of Licensee's covenant to indemnify City, and if Licensee or City becomes liable in an amount in excess of the amount(s) of said policies, then Licensee must indemnify City from the whole thereof, except in the event of negligent or willful misconduct on the part of City, its officers, or employees.

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.

11. ATTORNEYS' FEES. If any action at law or in equity shall be brought by Licensor to recover any payments and/or costs to be made by Licensee under this License Agreement or on account of any breach of this License Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.
12. RESTORATION OF LICENSED PREMISES TO ORIGINAL CONDITION. On termination of this License Agreement for any cause, the Licensee shall, at Licensee's expense, restore the Licensed Premises to the condition they were originally in at the inception of this License Agreement, excepting reasonable wear and tear.
13. MECHANIC'S LIENS. The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Licensed Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Licensee. Notwithstanding the previous sentence, however, in the

event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.

14. 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. 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.
- d. 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.
- e. 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.
- f. 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.
- g. RECORDING. This Agreement shall not be recorded by either party.

[Signature page to follow]

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

LICENSOR: CITY OF WILLMAR

LICENSEE: _____

By: _____
Marvin Calvin, Its Mayor

By: _____
Its: _____

By: _____
Isaac Holland, Its City Administrator

By: _____
Its: _____

EXHIBIT A
Depiction of the Licensed Premises at Robbins Island Park and Recreation Area

EXHIBIT B
Licensee's Aquatic Sports Equipment Rental Proposal

Google Maps Wild Oar Building



Imagery ©2018 Google, Map data ©2018 Google 100 ft

Arrive on time with notifications



Get reminders when it's time to leave for your next destination.

[Learn more](#)

NO THANKS TURN ON



Set a home address



Set a work address

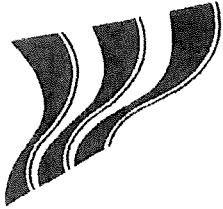
Updated just now



Light traffic in this area

Typical conditions





WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: May 23rd 2019
From: Rob Baumgarn, Parks and Recreation Director	Subject: Glacial Ridge Curling Club- Amendment

AGENDA ITEM: Glacial Ridge Curling Club- Amendment

INTRODUCTION/REQUEST: The Glacial Ridge Curling Club is requesting to amend their agreement with the City to include language that is described in the amendment.

HISTORY: The club has been curling in the Blue Line Arena for many years. They are working towards building their own Curling facility next to the Blue Line Arena.

CURRENT CIRCUMSTANCE: The club is currently fundraising for this project. Also work on grants to create more funding for the facility.

RECOMMENDATION: It's the recommendation from the Parks and Recreation Board to amend the lease agreement with the city.

ISSUES: The first amendment: After doing a bit of fund raising, some of the possible large donors wanted to see a rendering of the proposed facility. (GRC is requesting to change the verbiage so an architect can be hired, paid for by the curling club and approved by the City Council. GRC has received bids from various architects that will be presented next month at this Board meeting.)

The second part of the amendment: donations – several larger companies have stated they would be interested in donating fixtures, concrete, etc. Section 1.11 – “First Donation” (delete “the amount of \$1,320,000 (calculated to be” will read as follow: First Donation means a one time lump sum cash donation in an amount equal to 60 percent of the lowest responsible bid pursuant to Section 5.2.2 to be made by GRC to the City pursuant to Section 4.1.1.)

FINANCIAL IMPACT:

ALTERNATIVES:

- 1. Don't amend the agreement

RECOMMENDED MOTION:

REVIEWED BY: Ike Holland, City Administrator

COUNCIL MEETING DATE: June 3rd, 2019

**FIRST AMENDMENT TO
CURLING CENTER BUILD-TO-SUIT LEASE AGREEMENT**

THIS FIRST AMENDMENT TO CURLING CENTER BUILD-TO-SUIT LEASE AGREEMENT (the “**Amendment**”), is entered into as of this ___ day of _____, 2019, by and among the **CITY OF WILLMAR**, a municipal corporation under the laws of the State of Minnesota (the “**City**”), and **GLACIAL RIDGE CURLING**, a Minnesota nonprofit organization formed pursuant to Minn. Stat. § 317A (“**GRC**”); (individually, the City and GRC may be referred to as a “**Party**”; collectively, as the “**Parties**”).

PREAMBLE

WHEREAS, the Parties entered into that certain Curling Center Build-to-Suit Lease Agreement (the “**Agreement**”) on August 23, 2018, under which the City agreed to design, construct and thereafter lease to GRC a dedicated curling facility to be funded primarily by donations made by GRC to the City on the terms and conditions set forth in the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to revise certain obligations set forth in the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the Parties agree that the Agreement is amended as follows:

1. Article One is hereby amended to include new Sections 1.27 and 1.28 as follows:

- 1.27 “**Design Professionals**” means the architect, together with such other professional consultants as required or convenient to successfully complete the architectural and engineering design of the Project, to be retained by the City in consultation with GRC pursuant to Section 5.1.1 to complete the Final Design.
- 1.28 “**Design Services Donation**” means a one-time lump sum cash donation to be made by GRC to the City in an amount equal to the total amount of the prices quoted in the signed proposal(s) for professional design services required in Section 5.1.1, plus five percent.

2. Section 1.11 is hereby amended as follows:

“**First Donation**” means a one-time lump sum cash donation in the ~~an~~ amount of ~~\$1,320,000.00 (calculated to be equal to 60 percent of GRC’s maximum anticipated Fundraising Obligation)~~ the lowest responsible bid pursuant to Section 5.2.2, to be made by GRC to the City pursuant to Section 4.1.1.

3. Section 4.1.1 is hereby amended as follows:

First Donation: GRC shall make its First Donation to the City ~~as soon as reasonably practical following GRC’s raising sufficient funds therefore, but in no event later than the date which is four years after the Effective Date~~ 30 days after the competitive bids for the

Project are due to be submitted to the City pursuant to Section 5.2.1. GRC's failure to make its First Donation by such date will constitute a Default Event and permit the City to proceed with terminating this Agreement pursuant to Section 11.1 of this Agreement.

4. Section 5.1.1 is hereby amended as follows:

Conditions Precedent: The City's obligations to ~~select a design professional~~ retain the Design Professionals or otherwise commence work to design the Project under this Section 5.1 shall be subject to the conditions precedent that the City first ~~receives (1)~~ receives a signed proposal from each firm proposed by GRC to be selected by the City as the Design Professionals, which proposal(s) shall be attached to the Agreement as Exhibit G, and which shall contain such information describing the services to be performed as reasonably required by the City and the price to be charged for such services; (2) determines, in its sole discretion, that the firm(s) proposed by GRC to be selected by the City as the Design Professionals is fully qualified and capable designing the Project to a high standard of quality; and (3) receives GRC's First Donation Design Services Donation, in full.

5. Section 5.1.2 is hereby deleted in its entirety and replaced with the following:

Design Professionals Engagement: Upon satisfaction of the conditions precedent pursuant to Section 5.1.1, the City shall retain the Design Professionals to timely complete the architectural and engineering design of the Project pursuant to the signed proposal(s) for professional design services attached to the Agreement as Exhibit G, by entering into a contract(s) for professional services with the Design Professionals in a form satisfactory to the City.

6. Section 5.1.3 is hereby amended as follows:

Final Design: Upon satisfaction of the conditions precedent pursuant to Section 5.1.1 and the City's engagement of the Design Professionals pursuant to Section 5.1.2, the City shall exercise all reasonable diligence to ~~cause complete~~ to be completed the architectural and engineering design of the Project as soon as practicable thereafter. The City shall provide GRC copies of any concept drawings, schematics, and plans for the Curling Center for GRC's review and comment. Upon receipt of such documents, GRC shall consult and cooperate with the City and the City's consultants and provide any comments or requests it may have regarding the same. The City shall take GRC's comments and requests into consideration in developing the design documents, and the Parties shall mutually agree on the Final Design. To the extent the City incurs expenses in connection with the architectural and engineering design of the Project in excess of the amount of GRC's Design Services Donation, the City shall invoice GRC for all such reasonable expenses and GRC shall pay such invoiced amounts to the City no later than 30 days after GRC's receipt of said invoice.

7. Section 5.2 is hereby amended as follows:

Project Construction: Upon (1) the Parties' written agreement on the date or schedule of dates on which GRC shall make its Second Donation to the City in accordance with

Section 4.1.2, and (2) GRC's payment of any invoice(s) issued by the City pursuant to Section 5.1.3, the City shall enter into a contract with a general contractor and thereby cause the Project to be constructed in accordance with the Final Design, pursuant to the following requirements:

8. Section 5.2.4 is hereby amended as follows:

Conditions Precedent: The City's obligations to award the contract(s) for construction of the Project and to cause the Project to be constructed under this Section 5.2 shall be subject to the conditions precedent that (i) the City shall have first received, in full, GRC's Design Services Donation pursuant to Section 5.1.1 and First Donation pursuant to Section 4.1.1; (ii) the Parties have agreed on the Final Design in accordance with Section 5.1.3; (iii) the Parties have first agreed, in writing, on the itemization of the City-requested components included in the Final design in accordance with Section 5.1.5; (iv) the City have first received GRC's approval of the lowest responsible bid pursuant to Section 5.2.3; ~~and~~ (v) that the Parties have first agreed, in writing, on the date or schedule of dates on which GRC shall make its Second Donation to the City in accordance with Section 4.1.2; and (vi) the City shall have first received GRC's payment(s), in full, of any amount(s) invoiced by the City pursuant to Section 5.1.3.

9. All other provisions of the Agreement shall remain in full force and effect.

[Signature page to follow]

IN TESTIMONY WHEREOF, the Parties have executed and entered into this Amendment effective as of the date first above written.

GLACIAL RIDGE CURLING

By: _____

Don Nelson, President

Date: _____

CITY OF WILLMAR

By: _____

Marvin Calvin, Mayor

Date: _____

ATTEST:

Isaac Holland, City Administrator

Date: _____



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: May 23, 2019
From: Steven B. Okins, Finance Director	Subject: Local Option Sales Tax

AGENDA ITEM: Local Option Sales Tax

INTRODUCTION/REQUEST: Due to desire to Implement the Local Option Sales Tax as soon as possible, preferably by October 1, 2019, and the time required to give proper notification to the State Department of Revenue. The Ordinance being proposed and the Public Hearing required, the Ordinance would need to be introduced at the June 3rd Council meeting with the Hearing held no later than the June 17th City Council Meeting.

HISTORY: Since the Invest in Willmar promoted and was successful in passing a referendum to implement a Local Option Sales Tax of ½ of 1 percent for the City of Willmar at the last general election. And since the Invest in Willmar Task Force would recommend the implementation of the Tax as soon as fiscally possible to fund the projects as listed in Council Resolution No. 18-89 dated July 16, 2018. The State Department of Revenue requirements are as follows: The City is required to file a Certificate of Approval of Special Law by the Governing Body form with the Secretary of State. And send in a notification of intent Letter to the Commissioner of Revenue at least 90 days in advance of the tax begin date. In order for the City to be able to meet these requirements, per City Charter, it needs to introduce an Ordinance and Set a public Hearing.

CURRENT CIRCUMSTANCE: The City Attorney has prepared an Ordinance for the Committee's review and would recommend that the Committee recommend that the City Council introduce the Ordinance at the June 3rd City Council meeting and set a Public Hearing for June 17th to gather public input for the implementation of ½ of 1 percent sales tax to take effect on October 1, 2019.

RECOMMENDATION: Introduce an Ordinance and set a Public Hearing to Implement a Local Option Sales Tax of ½ of 1 percent

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF WILLMAR, MINNESOTA ADOPTING A SALES AND
USE TAX AND A MOTOR VEHICLE EXCISE TAX

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

Section 1. ADOPTION OF MUNICIPAL CODE CHAPTER 5, ARTICLE IV. Chapter 5 of the Wilmar Municipal Code is hereby amended by adding a new Article IV, to read in its entirety as follows:

Article IV. – SALES, USE AND MOTOR VEHICLE EXCISE TAX

Sec. 5-67. – Authority.

- (a) At the general election held November 6, 2018, the voters of the City of Willmar approved the imposition of a one-half of one percent sales and use tax and a \$20.00 motor vehicle excise tax to pay certain costs related to the funding of certain designated projects, as defined in Section 6-68.
- (b) The legislature has by laws of Minnesota for 2019, Chapter ____, Article ____, Section ____, authorized the City to impose an additional sales, use and motor vehicle excise tax within the City to provide revenues to pay certain costs related to the funding of the designated projects, as defined in Section 6-68. The City approved the act in accordance with applicable law.

Sec. 5-68. – Definitions.

The words, terms and phrases used in this Article shall have the meaning ascribed to them in Minnesota Statutes, Section 297A.01, except where the context clearly indicates otherwise. In addition, the following definitions shall apply:

- (a) “Act” shall mean Laws of Minnesota for 2019, Chapter ____, Article ____, Section ____, as amended.
- (b) “City” shall mean the City of Willmar.
- (c) “Commissioner” shall mean the Commissioner of Revenue for the State of Minnesota, acting under the authority of an agreement entered into between the City and the State of Minnesota pursuant to the Act, or such other person designated to administer and collect the Willmar Sales and Use Tax.
- (d) “Designated projects” shall mean the planning, design, and construction of a new recreation center and auditorium, new softball/baseball and multipurpose athletic fields, infrastructure improvements at Robbins Island Regional Park, spectator

amenities and a new playground area at Swanson Field, stormwater management infrastructure improvements, and a replacement community center as more fully described in Resolution No. 18-89, adopted by the Willmar City Council on July 16, 2018.

- (e) “Motor vehicle” shall have the meaning given to it by Minnesota Statutes, Section 297B.01, Subd. 11.
- (f) “Motor vehicle excise tax” shall mean the \$20.00 per vehicle tax imposed and collected pursuant to this Article.
- (g) “Retailer” or any like term shall mean any retailer having or maintaining with the City, directly or by a subsidiary or an affiliate, an office, place of distribution, sales or sample room or place, warehouse or other place of business, or having any representative, including an affiliate, agent, sales person, canvasser or solicitor operating in the City under the authority of the retailer or its subsidiary, for any purpose, including the repairing, selling delivering, installing, or soliciting of order of the retailer’s goods or services, or the leasing of tangible personal property located in the City, whether the place of business or agent, representative, affiliate, sales person, canvasser, or solicitor, is located in the City permanently or temporarily, or whether or not the retailer or subsidiary is authorized to do business within the City.
- (h) “Willmar Sales and Use Tax” shall mean the sales and use tax imposed and collected pursuant to this Article.

Sec. 5-69. –Sales and Use Tax.

Except as otherwise provided in this Article, there is hereby imposed an additional excise tax in the amount of one-half of one percent on the gross receipts from sales at retail and the storage, use, distribution or consumption of goods or services which are taxable, pursuant to Minnesota Statutes, Chapter 297A and occur within the City of Willmar. The imposition, administration, collection and enforcement of this tax shall be governed by the provisions of Minnesota Statutes, Section 297A.99.

Sec. 5-70. –Separate Statement; Collection from Purchaser; Advertising No Tax; Minimum Uniform Tax Collection Methods.

The Willmar Sales and Use Tax shall be stated and charged separately from the sales price or charge for service insofar as practical and should be a debt from the purchaser to the seller recoverable at law in the same manner as other debts. In computing the tax to be collected as a result of any transaction, any amount of tax less than one-half of one cent may be disregarded and amounts of tax less than one-half of one cent may be disregarded and amounts of tax one-half cent or more may be considered an additional

cent. If the sales price of any sale at retail in ninety-nine cents or less, no tax shall be collected.

Sec. 5-71. –Exemption Certificates.

A fully completed exemption certificate taken from a purchaser to the effect that the property purchased is for resale or that the sale is otherwise exempt from the application of the tax imposed by this chapter will conclusively relieve the retailer from collecting and remitting the tax to the extent the seller is also relieved of liability for the sales and use tax under Minnesota Statutes, Section 297A.665. A person who has obtained from the Commissioner an exemption certificate pursuant to the Minnesota Statutes, Section 297A.72 may use such exemption certificate for the purposes of the sales tax imposed by the City.

Sec. 5-72. –Presumption of Purpose of Sale.

For the purpose of the proper administration and enforcement of Section 5-69 of this Article, it shall be presumed that all retail sales for delivery in the City are for storage, use, or other consumption in the City until the contrary is established.

Sec. 5-73. –Collection of Sales and Use Tax at Time of Sale.

- (a) Any retailer making deliveries within the City, any retailer maintaining a place of business in the City, or any other retailer otherwise doing business within the City, upon making sales of any items described in Section 5-69 which are not exempted from the sales tax imposed under that section and which are to be delivered or caused to be delivered within the City to the purchaser, shall at the time of making such sales collect the sales and use tax from the purchaser. The tax collected by such retailer shall be remitted to the Commissioner on behalf of the City.
- (b) Any retailer required to collect the Willmar Sales and Use Tax and remit such tax to the Commissioner pursuant to this section shall register with the Commissioner and provide such other information as the Commissioner may require.

Sec. 5-74. –Agent of Retailer.

When in the opinion of the Commissioner it is necessary for the efficient administration of the tax, the Commissioner may regard any salesman, representative, trucker, peddler or canvasser as the agent of the dealer, distributor, supervisor, employer or other person under whom such salesman, representative, trucker, peddler or canvasser operated or from whom the tangible property is being sold is obtained, and may regard the dealer, distributor, supervisor, employer or other person as a retailer for the purposes of this Article.

Sec. 5-75. –Motor Vehicle Excise Tax.

There is hereby imposed an additional excise tax in the amount of \$20.00 per vehicle on the sale of new and used motor vehicles by any person engaged within the City in the business of selling motor vehicles at retail. The excise tax shall be stated and charged separately and collected by the Retailer and remitted monthly to the Willmar City Clerk. Each retail seller of motor vehicles shall complete and submit with each monthly payment of the excise tax such forms as may be required by the City Clerk. Except to the extent that they may be inconsistent herewith, all provisions of this Article shall also apply to the motor vehicle excise tax. The motor vehicle excise tax collected each month by a retail seller of vehicles shall be remitted to the City Clerk on or before the 15th day of the following month.

Sec. 5-76. –Collection and Enforcement.

The Willmar Sales and Use Tax imposed by the City pursuant to this Article shall be subject to the same interests, penalties, and other rules as are applicable to the State general sales tax imposed by Minnesota Statutes Chapters 270C, 289A and 297A. The Willmar Sales and Use Tax imposed by the City pursuant to this Article may be collected by the State on behalf of the City as provided by an appropriate agreement with the Minnesota Commissioner or Revenue. The Willmar Sales and Use Tax imposed by the City pursuant to this Article shall expire at the earlier of (1) 13 years after the tax is first imposed, or (2) when the City Council determines that \$30,000,000 has been received from the tax to pay for the designated projects, plus an amount sufficient to pay the costs related to the issuance of the bonds, including interest on the bonds. Any funds remaining after payment of all such costs and retirement or redemption of the bonds shall be placed in the general fund of the City. The Willmar Sales and Use Tax imposed by the City pursuant to this Article may expire at any earlier time if the City Council so determines by ordinance.

Sec. 5-77. –Tax Clearance; Issuance of Licenses.

The City may not issue or renew a license for the conduct of trade or business in the City if the Commissioner notifies the City that the applicant for such license owes delinquent Willmar Sales and Use Taxes as provided in this Article, or penalties or interest due on such taxes. For the purposes of this section, the following terms have the following meanings:

- (a) Willmar Sales and Use Taxes include sales and use tax as provided in this Article including all penalties and interest due on said sales and use taxes.
- (b) Delinquent taxes do not include a tax liability if:
 - (1) an administrative or court action which contests the amount or validity of the liability has been filed or served;

- (2) the appeal period to contest the tax liability has not expired; or
 - (3) the applicant has entered into a payment agreement and is current with the payments.
- (c) Applicant means an individual if the license is issued to or in the name of an individual or the corporation, partnership or other entity if the license is issued to or in the name of a corporation, partnership or other entity.
- (d) A copy of the notice of delinquent taxes given to the City shall also be sent to the applicant taxpayer. In the case of renewal of a license, if the applicant requests a hearing in writing, within thirty (30) days of the receipt of the notice of delinquent taxes, then a contested case hearing shall be held by the Commissioner under the same procedures as provided in Minnesota Statutes, Section 270C.72 for the State sales and use tax imposed under Minnesota Statutes, Chapter 297A, provided that if a hearing must be held on the State sales and use tax, the hearings may be combined.

Sec. 5-78. –Effective Date; Transitional Sales.

Except as otherwise provided herein, the Willmar Sales and Use Tax authorized by this Article shall apply to sales made on or after October 1, 2019 and shall be in addition to all other taxes now in effect. The Willmar Sales and Use Tax is governed by Minnesota Statutes, Chapter 297A regarding sales that occur during the transition.

Secs. 5-79-5-87. –Reserved.

Section 2. EFFECTIVE DATE. This ordinance shall take effect after its adoption and second publication.

Passed by the City Council of the City of Willmar this ___ day of _____, 2019.

ATTEST:

Judy Thompson, City Clerk

Marvin Calvin, Mayor

VOTE: ___ ALVARADO ___ ASMUS ___ DAVIS ___ FAGERLIE
 ___ MUESKE ___ NELSEN ___ PLOWMAN ___ SCHWANTES

ISSUES: If not introduced and Ordinance passed before July 1, the first Implementation Date would have to be January 1, 2020 instead of October 1, 2019.

FINANCIAL IMPACT: Delay of incurring costs for the projects included in the attached Resolution of the City Council

ALTERNATIVES:

1. Delay introduction of Ordinance and Public Hearing
2. Don't introduce or Implant Tax

RECOMMENDED MOTION: Introduce the Ordinance and set a Public Hearing for June 17th at 7:10 p.m.

REVIEWED BY: Steven B. Okins, Finance Director and Ike Holland, City Administrator

FINANCE COMMITTEE DATE: May 23rd, 2019

COUNCIL MEETING DATE: June 3, 2019

RESOLUTION NO. 18-89

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA
APPROVING THE PROPOSED LOCAL SALES, USE AND EXCISE TAX AND AUTHORIZING AN ELECTION
THEREON DURING THE 2018 GENERAL ELECTION

Motion By: Mueske Second By: Asmus

WHEREAS, Minnesota Statutes, Section 297A.99, provides the City of Willmar with authority to impose a local sales tax if that tax is approved by the voters at a general election and the State Legislature approves the local sales tax by passing a special law; and

WHEREAS, that statute also requires that in order to seek legislative approval for the local sales tax, the City Council must adopt a resolution indicating its approval of the tax and outlining the details of the proposed local sales tax; and

WHEREAS, the City of Willmar serves as a regional center of economic, employment, cultural and recreational opportunities for Kandiyohi County and a broad and substantial portion of West Central Minnesota, and attracts visitors from this broader region to its parks, trails, recreational and cultural facilities and abundant natural amenities; and

WHEREAS, there exist significant opportunities and needs to enhance the region's current recreational and cultural facilities and infrastructure, and thereby promote the public health and welfare of the broader Willmar community; and

WHEREAS, the City convened a study group comprised of elected officials, city staff and citizen and organizational stakeholders in a series of nine meetings conducted throughout the winter and spring of 2018 to study the current state of the City's Civic Center complex, and identified needed improvements to continue satisfying and keep up with the regional demands of Kandiyohi County and West Central Minnesota for enhanced recreational and athletic facilities and opportunities; and

WHEREAS, the City retained a consultant to evaluate the current City's Civic Center complex and identify and develop a master plan for incorporating new and enhanced recreational and athletic facilities pursuant to the needs identified by the Civic Center study group.

WHEREAS, the Invest in Willmar Committee, a grass roots community organization dedicated to raising awareness of and improving the City's regional amenities and facilities, has led a community dialogue and engaged stakeholders, including the City's Civic Center study group and the consultant assisting in developing a master plan for the Civic Center complex, regarding the need for enhancements and improvements to the City's recreational and cultural facilities and infrastructure, and has presented the results of its efforts to the City Council at public work sessions on June 18, 2018 and July 2, 2018; and

WHEREAS, after careful thought, consideration and deliberation, the City Council wishes to enact a local sales, use and excise tax on items that are taxable by the State in order to raise revenues to fund the following public capital improvements, acquisitions and betterments identified as needs by the Invest in Willmar Committee, working in coordination with the City's Civic Center study group and the consultant assisting in developing a master plan for the Civic Center complex, as a means of substantially improving the region's current recreational and cultural facilities, opportunities and infrastructure:

New Recreation Center / Event Center	\$10,000,000
New softball/baseball and multipurpose athletic fields	\$ 6,000,000
Infrastructure improvements at Robins Island Regional Park	\$ 3,000,000
Spectator amenities and new playground area at Swanson Field	\$ 2,000,000
Stormwater management infrastructure improvements	\$ 7,000,000
Replacement Community Center	\$ 2,000,000

WHEREAS, the proposed local sales use and excise tax will raise enough revenue over an estimated 13 year period to fund \$30 million dollars (\$30,000,000) in new capital improvements and betterments plus associated costs for debt service on any bonds issued to finance or refinance such capital improvements, and will improve the public health and welfare by advancing the community's recreational and cultural facilities and infrastructure through the investment in the acquisition and betterment of the aforementioned regional assets and amenities; and

WHEREAS, the City Council wishes to approve the proposed local sales, use and excise tax and place the proposed tax on the ballot for the 2018 General Election.

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

1. The local sales, use and excise tax described herein is approved, subject to voter consent and authority from the Minnesota state legislature. The local sales and use tax will be used exclusively to fund the planning, design, and construction of the following capital improvements:

New Recreation Center / Event Center	\$10,000,000
New softball/baseball and multipurpose athletic fields	\$ 6,000,000
Infrastructure improvements at Robbins Island Regional Park	\$ 3,000,000
Spectator amenities and new playground area at Swanson Field	\$ 2,000,000
Stormwater management infrastructure improvements	\$ 7,000,000
Replacement Community Center	\$ 2,000,000

2. The local sales and use tax will amount to one-half of one percent (0.5%) on the purchase of items and services in the City that are taxable by the State. The purchase of a motor vehicle will be exempt from this sales tax, except that an excise tax of \$20 will be collected per each retail sale of a motor vehicle in the City. The City anticipates that the total amount generated by the local sales tax will fund 30 million dollars (\$30,000,000) in new capital improvements and betterments plus associated costs for debt service on any bonds issued to finance or refinance such capital improvements, and that the tax will last for a period of 13 years; however, the tax may be retired earlier if the costs of the capital improvements and associated debt service have been paid from revenues collected over a shorter period.
3. The City Clerk is hereby directed by the City Council to follow the notification and election procedures applicable to placing the local sales tax on the ballot for the 2018 General Election in order to seek the approval of the proposed sales and use tax by the voters of the City.
4. The City Clerk is hereby directed to notify the County Auditor of the ballot question by the deadline outlined in Minnesota Statutes, Section 205.16, Subdivision 4, and submit the title and question for inclusion on the 2018 General Election Ballot in substantially the following form:

SALES TAX REFERENDUM QUESTION

Should the City of Willmar impose a one-half percent (1/2 %) local sales and use tax and a \$20.00 excise tax on retail sales of motor vehicles for the purposes of funding a community center, recreation/athletic fields, Robbins Island Regional Park amenities, Swanson Field Regional Park improvements, a recreation/event center and stormwater improvements? The estimated amount of sales, use and excise taxes projected to be collected over a thirteen (13) year period would fund \$30 million in improvements plus associated costs for debt service.

5. The City Clerk is hereby directed to follow all other requirements for submitting a ballot question and conducting an election, including the general notice and publication deadlines for the election and the ballot.

6. If the voters approve the local sales tax in the 2018 General Election, the City Council hereby authorizes City officials to seek the support of the State Legislature to approve the local sales tax and enact a special law allowing the City to impose the tax.

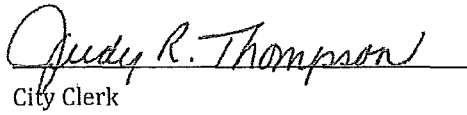
Adopted by the City Council of the City of Willmar on July 16, 2018.

Approved:

A handwritten signature in black ink, appearing to be "M. J. L.", written over a horizontal line.

Mayor

Attested:

A handwritten signature in black ink, "Judy R. Thompson", written over a horizontal line.

City Clerk

OFFICIAL
ELECTION BALLOT

CITY OF WILLMAR
KANDIYOHI COUNTY
MINNESOTA

LOCAL OPTION SALES TAX	
<input type="radio"/> YES	Should the City of Willmar impose a one-half percent (1/2 %) local sales and use tax and a \$20.00 excise tax on retail sales of motor vehicles for the purposes of funding a community center, recreation/athletic fields, Robbins Island Regional Park amenities, Swansson Field Regional Park improvements, a recreation/event center and stormwater improvements? The estimated amount of sales, use and excise taxes projected to be collected over a thirteen (13) year period would fund \$30 million in improvements plus associated costs for debt service.
<input type="radio"/> NO	

INSTRUCTION TO VOTERS:

If you wish to vote in favor of the above proposition, fill in the oval next to the word "YES". If you wish to vote against the above proposition, fill in the oval next to the word "NO".

(NOTE: On the back of each ballot shall be printed the words "Official Ballot", the date of the election and lines for the initials of the judges.)

Steve Okins

From: Steve Okins
Sent: Tuesday, May 21, 2019 11:08 AM
To: rtscott@flaherty-hood.com
Cc: Ike Holland
Subject: FW: Wilmar Local Tax Revenue Account
Attachments: Sample NOI Cover Letter.docx

Tracking:	Recipient	Delivery
	rtscott@flaherty-hood.com	
	Ike Holland	Delivered: 5/21/2019 11:08 AM

Would you be able to do a draft Ordinance similar to the one city had for the previous Sales tax that would satisfy the requirement? And send to me for my file, so when the Legislature ends the special session, the City can proceed right away.

From: Sisterman, Josh (MDOR) [mailto:josh.sisterman@state.mn.us]
Sent: Tuesday, May 21, 2019 10:54 AM
To: Steve Okins
Subject: RE: Wilmar Local Tax Revenue Account

Good Morning Steve,

Here are the two documents that we had talked about. The first is the link to a PDF that needs to be sent into the Secretary of State. The second is I attached a sample letter of intent that is sent to the Commissioner of Revenue.

https://www.sos.state.mn.us/media/1998/certificate_of_approval_of_special_law.pdf

I guess the city will also have to pass a city ordinance as well. The legislature this year was talking that an ordinance will have to be passed once they do pass a tax bill authorizing Wilmar to begin their tax. That wasn't in our initial discussions that you and I had but Wilmar will have to pass that ordinance once the tax bill is signed in order to begin your tax.

We are still waiting for the tax bill to be finalized hopefully this week. If there is anything else that is added in the tax bill that the city would have to do I will let you know. Right now it doesn't look like it but there can always be changes that are made prior to them passing the bill.

If you have any additional questions feel free to let me know.

Thank you,

Josh Sisterman, Project Team Lead
Sales and Use Tax Division
Local Government Services Unit

Minnesota Department of Revenue
Office: 651-556-6168
www.revenue.state.mn.us

Working together to fund Minnesota's future.



From: Steve Okins <sokins@willmarmn.gov>
Sent: Monday, May 20, 2019 3:30 PM
To: Sisterman, Josh (MDOR) <josh.sisterman@state.mn.us>
Subject: RE: Wilmar Local Tax Revenue Account

Could you send me the required forms the would have to be completed by the City? I would like them both for the Secretary of State and Commissioner of Revenue.

From: Sisterman, Josh (MDOR) [mailto:josh.sisterman@state.mn.us]
Sent: Thursday, March 21, 2019 4:06 PM
To: Steve Okins
Subject: RE: Wilmar Local Tax Revenue Account

Hi Steve,

Per our conversation today, once the legislature passes the bill for your city, below are the next steps you will need to take in order for the Department to begin implementing the tax.

1. File a Certificate of Approval of Special Law by Governing Body form with the Secretary of State.
2. Send in a notification of intent letter to the Commissioner of Revenue at least 90 days in advance of the tax begin date.
 - a. The tax effective date must begin on the first day of a quarter.

When the time comes, we can send you a sample copy of the notification letter that needs to be sent to the Commissioner here.

If you have any additional questions feel free to let me know.

Thank you,

Josh Sisterman, Project Team Lead
Sales and Use Tax Division
Local Government Services Unit

Minnesota Department of Revenue
Office: 651-556-6168
www.revenue.state.mn.us

Working together to fund Minnesota's future.

XX/XX/XXXX

Attn: Cynthia Bauerly
Commissioner of Revenue
Mail Station 7100
St. Paul, MN 55146

Dear Ms. Bauerly,

The City of Willmar plans to enact the local area Sales and use tax on October,1, 2019 as authorized by MN Statute 297A.993. I have enclosed copies of the:

- a. Authorizing resolution
- b. Affidavit of publication for the public hearing
- c. Minutes of the board meeting approving the resolution

Thank you for your assistance. Please let me know if you have any questions/concerns.

Sincerely,

**CERTIFICATE OF APPROVAL OF SPECIAL LAW
BY GOVERNING BODY**

(Pursuant to Minnesota Statutes, 645.02 and 645.021)

STATE OF MINNESOTA

County of _____

TO THE SECRETARY OF STATE OF MINNESOTA:

PLEASE TAKE NOTICE, That the undersigned chief clerical officer of the

DOES HEREBY CERTIFY, that in compliance with the provisions of Laws, 20____, Chapter _____ requiring approval by a majority* of the governing body of said local governmental unit before it becomes effective, the _____

(designate governing body)

at a meeting duly held on the ____ day of _____ 20____, by resolution _____

_____ did approve said Laws, 20____, Chapter _____
(if other than resolution, specify)

by a _____ majority vote* of all of the members thereof (Ayes _____; Noes _____;

Absent or not voting _____) and the following additional steps, if any required by statute or charter were taken:

A copy of the resolution is hereto annexed and made a part of this certificate by reference.

Signed: _____

(Official designation of officer)

(This form prescribed by the Attorney General and furnished by the Secretary of State as required in Minnesota Statutes 645.021.)

*If extraordinary majority is required by the special law, insert fraction or percentage here.

Please see reverse side for instructions for completing this form.

INSTRUCTIONS

- Include the chapter number in the *Laws of Minnesota* that is to be approved on the Certificate of Approval form **and** in the resolution that approves the special law.
- Return the completed **originally signed** Certificate of Approval form **with a photo copy** of the resolution that approved the special law to:

Election Division
Secretary of State
180 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd
St Paul, MN 55155-1299

- If you have any questions please contact Nancy Breems at 651/215-1440.

ORDINANCE NO. 1224

AN ORDINANCE ADOPTING A SALES AND USE TAX AND A MOTOR VEHICLE EXCISE TAX FOR THE CITY OF WILLMAR.

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

SECTION 1. ORDINANCE ADOPTED.

There is hereby adopted an ordinance of the City of Willmar titled City of Willmar Municipal Sales and Use Tax and Motor Vehicle Excise Tax. A copy of such ordinance shall be marked OFFICIAL COPY and shall be filed as a part of the official records of the City of Willmar in the Office of the City Clerk.

SECTION 2. STATUTORY AUTHORIZATION.

This Ordinance is authorized by laws of Minnesota for 2005, First Special Session, Chapter 3, Article 5, Section 42.

SECTION 3. CHARTER AUTHORIZATION.

This Ordinance is authorized by Section 2.12. Subd. 2(B) of Article II of the Charter of the City of Willmar.

SECTION 4. COPIES.

The City Clerk shall provide a sufficient quantity of the Ordinance providing for the City of Willmar Municipal Sales and Use Tax and Motor Vehicle Excise Tax for general distribution to the public at no charge to any person requesting it.

SECTION 5. PRIMA FACIE EVIDENCE.

The City of Willmar Sales and Use Tax Ordinance and Motor Vehicle Excise Tax shall be prima facie evidence of the law of the City of Willmar.

SECTION 6. EFFECTIVE DATE.

This Ordinance and the provisions of the City of Willmar Municipal Sales and Use Tax and Motor Vehicle Excise Tax and Motor Vehicle Excise Tax Ordinance shall be effective after its adoption and second publication.

This Ordinance introduced by Councilman:	<u>Anderson</u>
This Ordinance introduced on:	<u>August 15, 2005</u>
This Ordinance published on:	<u>August 27, 2005</u>
This Ordinance given a hearing on:	<u>September 6, 2005</u>
This Ordinance adopted on:	<u>September 6, 2005</u>
This Ordinance published on:	<u>September 9, 2005</u>

ORDINANCE NO. 1224

AN ORDINANCE ADOPTING A SALES AND USE TAX AND A MOTOR VEHICLE EXCISE TAX FOR THE CITY OF WILLMAR.

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

SECTION 1. AUTHORITY.

The Minnesota legislature has, by laws of Minnesota for 2005, First Special Session, Chapter 3, Article 5, Section 42, authorized the City of Willmar to impose an additional sales and use tax, and a motor vehicle excise tax within the City to provide revenues to pay certain costs related to the acquisition, construction and improvement of the Airport/Industrial Park, hiking and biking trails, connection of the Blue Line Building to the Civic Center and purchase of that part of the Willmar Regional Treatment Center campus lying Westerly of T.H. #71, including securing and paying debt service on bonds. The City of Willmar approved the Act in accordance with applicable law.

SECTION 2. DEFINITIONS.

The words, terms and phrases used in this Ordinance shall have the meaning ascribed to them in Minnesota Statutes, Chapter 297A, except where the context clearly indicates otherwise. In addition, the following definitions shall apply:

- a. Act means laws of Minnesota for 2005, First Special Session, Chapter 3, Article 5, Section 42, as amended;
- b. City means the City of Willmar;
- c. Commissioner means the Commissioner of Revenue for the state of Minnesota acting under the authority of an agreement entered into between the City and the state of Minnesota pursuant to the Act, or such other person or entity designated to administer and collect the Willmar Sales and Use Tax;
- d. Willmar Sales and Use Tax means the sales and use tax imposed and collected pursuant to this Ordinance;
- e. Ordinance means this ordinance in its present form and as subsequently codified in the Willmar City Code;
- f. Retailer maintaining a place of business in the City or any like term shall mean any retailer having or maintaining within the City, directly or by a subsidiary, an office, place of distribution, sales or sample room or place, warehouse or other place of business, or having any representative, agent, sales person, canvasser or solicitor operating in the City under the authority of the Retailer or its subsidiary, for any purpose, including the repairing, selling, delivering, installing, or soliciting of orders of the Retailer's goods or services, or the leasing of tangible personal property located in the City, whether the place of business or agent, representative, sales person, canvasser, or solicitor, is located in the City permanently or temporarily, or whether or not the Retailer or subsidiary is authorized to do business within the City.

- g. Motor vehicle has the meaning given to it by Minnesota Statute Section 297B.01, Subd. 5.
- h. Motor vehicle excise tax means the \$20.00 per vehicle tax imposed and collected pursuant to this Ordinance.

SECTION 3. SALES AND USE TAX.

Except as otherwise provided in this Ordinance, there is hereby imposed an additional excise tax in the amount of one-half of one percent on the gross receipts from the sales at retail, and the storage, use, distribution or consumption of goods or services which are taxable, pursuant to Minnesota Statutes, Chapter 297A and occur within the City of Willmar. The imposition, administration, collection and enforcement of this tax shall be governed by the provisions of Minnesota Statute Section 297A.99.

SECTION 4. SEPARATE STATEMENT; COLLECTION FROM PURCHASER; ADVERTISING NO TAX; MINIMUM UNIFORM TAX COLLECTION METHODS.

The Willmar Sales and Use Tax shall be stated and charged separately from the sales price or charge for service insofar as practical, and should be a debt from the purchaser to the seller recoverable at law in the same manner as other debts. In computing the tax to be collected as a result of any transaction, any amount of tax less than one-half of one cent may be disregarded and amounts of tax one-half cent or more may be considered an additional cent. If the sales price of any sale at Retail is ninety-nine cents or less, no tax shall be collected.

SECTION 5. EXEMPTION CERTIFICATES.

A fully completed exemption certificate taken from a purchaser to the effect that the property purchased is for resale or that the sale is otherwise exempt from the application of the tax imposed by this Ordinance will conclusively relieve the Retailer from collecting and remitting the tax. A person who has obtained from the Commissioner an exemption certificate pursuant to Minnesota Statute Section 297A.11 may use such exemption certificate for the purposes of the sales tax imposed by the City.

SECTION 6. PRESUMPTION OF PURPOSE OF SALE.

For the purpose of the proper administration and enforcement of Section 3 of this Ordinance, it shall be presumed that all retail sales for delivery in the City are for storage, use, or other consumption in the City until the contrary is established.

SECTION 7. COLLECTION OF SALES AND USE TAX AT TIME OF SALE.

- a. Any Retailer making deliveries within the City, any Retailer maintaining a place of business in the City, or any other Retailer otherwise doing business within the City, upon making sales of any items described in Section 3 which are not exempted from the sales tax imposed under that section and which are to be delivered or caused to be delivered within the City to the purchaser, shall at the time of making such sales collect the Sales and Use Tax from the purchaser. The tax collected by such retailer shall be remitted to the Commissioner on behalf of the City.

- b. Any Retailer required to collect the Willmar Sales and Use Tax and remit such tax to the Commissioner pursuant to this section shall register with the Commissioner and provide such other information as the Commissioner may require.

SECTION 8. AGENT OF RETAILER.

When in the opinion of the Commissioner it is necessary for the efficient administration of the tax, the Commissioner may regard any salesman, representative, trucker, peddler, or canvasser as the agent of the dealer, distributor, supervisor, employer or other person under whom such salesman, representative, trucker, peddler or canvasser operated or from whom the tangible property is being sold is obtained, and may regard the dealer, distributor, supervisor, employer or other person as a Retailer for the purposes of this Ordinance.

SECTION 9. MOTOR VEHICLE EXCISE TAX.

There is hereby imposed an additional excise tax in the amount of \$20.00/vehicle on the sale of new and used motor vehicles by any person engaged within the City in the business of selling motor vehicles at retail. The excise tax shall be stated and charged separately and collected by the Retailer and remitted monthly to the Willmar City Clerk. Each retail seller of motor vehicles shall complete and submit with each monthly payment of the excise tax such forms as may be required by the City Clerk. Except to the extent that they may be inconsistent herewith, all provisions of this Ordinance shall also apply to the motor vehicle excise tax. The motor vehicle excise tax collected each month by a retail seller of vehicles shall be remitted to the City Clerk on or before the 15th day of the following month.

SECTION 10. EFFECTIVE DATE, TRANSITIONAL SALES.

Except as otherwise provided herein, the Willmar Sales and Use Tax authorized by this Ordinance shall apply to sales made on or after **January 1, 1998**, and shall be in addition to all other taxes now in effect. The Willmar Sales and Use Tax shall not apply to the following:

- a. The gross receipts from retail sales or leases of tangible personal property made pursuant to a bona fide written contract which unconditionally vests the rights and obligations of the parties thereto, provided that such contracts were enforceable prior to **January 1, 2006**, and that delivery of the tangible personal property subject thereto is made on or before **February 28, 2006**.
- b. The gross receipts from retail sales made pursuant to bona fide lump sum or fixed price construction contract which unconditionally vests the rights and obligations of the parties thereto and which does not make provision for allocation of future taxes, provided that such contract was enforceable prior to **January 1, 2006**, and the delivery of the tangible personal property used in performing such construction contract is made before **January 1, 2007**.
- c. Payments made prior to **January 1, 2006**, for contracts to provide taxable services, provided that such contracts were enforceable prior to **January 1, 1998**, however, the Willmar Sales and Use Tax shall apply to payments made pursuant to such contracts to provide services on and after **February 1, 2006**.

- d. Utility bills that include charges for services for any date before **January 1, 2006**, however, the Willmar Sales and Use Tax shall apply to all utility bills for services provided after **January 1, 2006**.

SECTION 11. COLLECTION AND ENFORCEMENT.

The Willmar Sales and Use Tax imposed by the City pursuant to this Ordinance shall be subject to the same interests, penalties, and other rules as are applicable to the State general sales and use tax imposed by Minnesota Statutes Chapters 270C, 289A and 297A. The Willmar Sales and Use Tax imposed by the City pursuant to this Ordinance may be collected by the State on behalf of the City as provided by an appropriate agreement with the Minnesota Commissioner of Revenue.

SECTION 12. TAX CLEARANCE ISSUANCE OF LICENSES.

The City may not issue or renew a license for the conduct of a trade or business in the City if the Commissioner notifies the City that the applicant for such license owes delinquent Willmar Sales and Use Taxes as provided in this Ordinance, or penalties or interest due on such taxes. For the purposes of this Section 12, the following terms have the following meanings:

- a. Willmar Sales and Use Taxes include sales and use tax as provided in this Ordinance. Penalties and interest are penalties and interest due on taxes included in this definition.
- b. Delinquent taxes do not include a tax liability if:
 - i. in administrative or court action which contests the amount of validity or the liability has been filed or served;
 - ii. the appeal period to contest tax liability has not expired; or
 - iii. the applicant has entered into a payment agreement and is current with the payments.
- c. Applicant means an individual if the license is issued to or in the name of an individual or the corporation, partnership, or other entity if the license is issued to or in the name of a corporation, partnership or other entity.

A copy of the notice of delinquent taxes given to the City shall also be sent to the applicant taxpayer. In the case of renewal of a license, if the applicant requests a hearing in writing, within thirty (30) days of the receipt of the notice of delinquent taxes, then a contested case hearing shall be held by the Commissioner under the same procedures as provided in Minnesota Statutes, Section 270C.72 for the State sales and use tax imposed under Minnesota Statutes, Chapter 297A, provided that if a hearing must be held on the State sales and use tax, hearings may be combined.

This Ordinance introduced by Councilman: Anderson
 This Ordinance introduced on: August 15, 2005
 This Ordinance published on: August 27, 2005
 This Ordinance given a hearing on: September 6, 2005
 This Ordinance adopted on: September 6, 2005
 This Ordinance published on: September 9, 2005

ORDINANCE NO. 1097

AN ORDINANCE ADOPTING A SALES AND USE TAX AND A MOTOR VEHICLE EXCISE TAX FOR THE CITY OF WILLMAR.

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

SECTION 1. ORDINANCE ADOPTED.

There is hereby adopted an ordinance of the City of Willmar titled City of Willmar Municipal Sales and Use Tax and Motor Vehicle Excise Tax. A copy of such ordinance shall be marked OFFICIAL COPY and shall be filed as a part of the official records of the City of Willmar in the Office of the City Clerk.

SECTION 2. STATUTORY AUTHORIZATION.

This Ordinance is authorized by Article VII, Section 41, of Chapter 231 of Laws of 1997.

SECTION 3. CHARTER AUTHORIZATION.

This Ordinance is authorized by Section 2.12 Subd. 2(B) of Article II of the Charter of the City of Willmar.

SECTION 4. COPIES.

The City Clerk shall provide a sufficient quantity of the Ordinance providing for the City of Willmar Municipal Sales and Use Tax and Motor Vehicle Excise Tax for general distribution to the public at no charge to any person requesting it.

SECTION 5. PRIMA FACIE EVIDENCE.

The City of Willmar Sales and Use Tax Ordinance and Motor Vehicle Excise Tax shall be prima facie evidence of the law of the City of Willmar.

SECTION 6. EFFECTIVE DATE.

This Ordinance and the provisions of the City of Willmar Municipal Sales and Use Tax and Motor Vehicle Excise Tax Ordinance shall be effective after its adoption and second publication.

This Ordinance introduced by Councilman Reese .
This Ordinance introduced on September 17, 1997 .
This Ordinance published on September 23, 1997 .
This Ordinance given a hearing on October 1, 1997 .
This Ordinance adopted on October 1, 1997 .
This Ordinance published on October 8, 1997 .

ORDINANCE NO. 1097

AN ORDINANCE ADOPTING A SALES AND USE TAX AND A MOTOR VEHICLE EXCISE TAX FOR THE CITY OF WILLMAR.

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

SECTION 1. AUTHORITY.

The Minnesota legislature has, by laws of Minnesota for 1997, Chapter 231, Article 7, Section 41, authorized the City of Willmar to impose an additional sales and use tax, and a motor vehicle excise tax within the City to provide revenues to pay certain costs related to the acquisition, construction and improvement of public library facilities, including securing and paying debt service on bonds. The City of Willmar approved the Act in accordance with applicable law.

SECTION 2. DEFINITIONS

The words, terms and phrases used in this Ordinance shall have the meaning ascribed to them in Minnesota Statutes, Section 297A.01, except where the context clearly indicates otherwise. In addition, the following definitions shall apply:

- a. Act means laws of Minnesota for 1997, Chapter 231, Article 7, Section 41, as amended;
- b. City means the City of Willmar;
- c. Commissioner means the Commissioner of Revenue for the State of Minnesota acting under the authority of an agreement entered into between the City and the State of Minnesota pursuant to the Act, or such other person or entity designated to administer and collect the Willmar Sales and Use Tax;
- d. Willmar Sales and Use Tax means the sales and use tax imposed and collected pursuant to this Ordinance;
- e. Ordinance means this ordinance in its present form and as subsequently codified in the Willmar City Code;
- f. Retailer maintaining a place of business in the City or any like term shall mean any retailer having or maintaining within the City, directly or by a subsidiary, an office, place of distribution, sales or sample room or place, warehouse or other place of business, or having any representative, agent, sales person, canvasser or solicitor operating in the City under the authority of the Retailer or its subsidiary, for any purpose, including

the repairing, selling, delivering, installing, or soliciting of orders of the Retailer's goods or services, or the leasing of tangible personal property located in the City, whether the place of business or agent, representative, sales person, canvasser, or solicitor, is located in the City permanently or temporarily, or whether or not the Retailer or subsidiary is authorized to do business within the City.

- g. Motor vehicle has the meaning given to it by Minnesota Statute Section 297B.01, Subd. 5.
- h. Motor vehicle excise tax means the \$20.00 per vehicle tax imposed and collected pursuant to this Ordinance.

SECTION 3. SALES AND USE TAX.

Except as otherwise provided in this Ordinance, there is hereby imposed an additional excise tax in the amount of one-half of one percent on the gross receipts from the sales at retail, and the storage, use, distribution or consumption of goods or services which are taxable, pursuant to Minnesota Statutes, Chapter 297A and occur within the City of Willmar. The imposition, administration, collection and enforcement of this tax shall be governed by the provisions of Minnesota Statute Section 297A.48.

SECTION 4. SEPARATE STATEMENT; COLLECTION FROM PURCHASER; ADVERTISING NO TAX; MINIMUM UNIFORM TAX COLLECTION METHODS.

The Willmar Sales and Use Tax shall be stated and charged separately from the sales price or charge for service insofar as practical, and should be a debt from the purchaser to the seller recoverable at law in the same manner as other debts. In computing the tax to be collected as a result of any transaction, any amount of tax less than one-half of one cent may be disregarded and amounts of tax one-half cent or more may be considered an additional cent. If the sales price of any sale at Retail is ninety-nine cents or less, no tax shall be collected.

SECTION 5. EXEMPTION CERTIFICATES.

An exemption certificate taken in good faith from a purchaser to the effect that the property purchased is for resale or that the sale is otherwise exempt from the application of the tax imposed by this Ordinance will conclusively relieve the Retailer from collecting and remitting the tax. A person who has obtained from the Commissioner an exemption certificate pursuant to Minnesota Statute Section 297A.11 may use such exemption certificate for the purposes of the sales tax imposed by the City.

SECTION 6. PRESUMPTION OF PURPOSE OF SALE.

For the purpose of the proper administration and enforcement

of Section 3 of this Ordinance, it shall be presumed that all retail sales for delivery in the City are for storage, use, or other consumption in the City until the contrary is established.

SECTION 7. COLLECTION OF SALES AND USE TAX AT TIME OF SALE.

- a. Any Retailer making deliveries within the City, any Retailer maintaining a place of business in the City, or any other Retailer otherwise doing business within the City, upon making sales or any items described in Section 3 which are not exempted from the sales tax imposed under that section and which are to be delivered or caused to be delivered within the City to the purchaser, shall at the time of making such sales collect the Sales and Use Tax from the purchaser. The tax collected by such retailer shall be remitted to the Commissioner on behalf of the City.
- b. Any Retailer required to collect the Willmar Sales and Use Tax and remit such tax to the Commissioner pursuant to this section shall register with the Commissioner and provide such other information as the Commissioner may require.

SECTION 8. AGENT OF RETAILER.

When in the opinion of the Commissioner it is necessary for the efficient administration of the tax, the Commissioner may regard any salesman, representative, trucker, peddler, or canvasser as the agent of the dealer, distributor, supervisor, employer or other person under whom such salesman, representative, trucker, peddler or canvasser operated or from whom the tangible property is being sold is obtained, and may regard the dealer, distributor, supervisor, employer or other person as a Retailer for the purposes of this Ordinance.

SECTION 9. MOTOR VEHICLE EXCISE TAX.

There is hereby imposed an additional excise tax in the amount of \$20.00/vehicle on the sale of new and used motor vehicles by any person engaged within the City in the business of selling motor vehicles at retail. The excise tax shall be stated and charged separately and collected by the Retailer and remitted monthly to the Willmar City Clerk. Each retail seller of motor vehicles shall complete and submit with each monthly payment of the excise tax such forms as may be required by the City Clerk. Except to the extent that they may be inconsistent herewith, all provisions of this Ordinance shall also apply to the motor vehicle excise tax. The motor vehicle excise tax collected each month by a retail seller of vehicles shall be remitted to the City Clerk on or before the 15th day of the following month.

SECTION 10. EFFECTIVE DATE, TRANSITIONAL SALES.

Except as otherwise provided herein, the Willmar Sales and Use

Tax authorized by this Ordinance shall apply to sales made on or after January 1, 1998, and shall be in addition to all other taxes now in effect. The Willmar Sales and Use Tax shall not apply to the following:

- a. The gross receipts from retail sales or leases of tangible personal property made pursuant to a bona fide written contract which unconditionally vests the rights and obligations of the parties thereto, provided that such contracts were enforceable prior to January 1, 1998, and that delivery of the tangible personal property subject thereto is made on or before February 28, 1998.
- b. The gross receipts from retail sales made pursuant to bona fide lump sum or fixed price construction contract which unconditionally vests the rights and obligations of the parties thereto and which does not make provision for allocation of future taxes, provided that such contract was enforceable prior to January 1, 1998, and the delivery of the tangible personal property used in performing such construction contract is made before January 1, 1999.
- c. Payments made prior to January 1, 1998, for contracts to provide taxable services, provided that such contracts were enforceable prior to January 1, 1998, however, the Willmar Sales and Use Tax shall apply to payments made pursuant to such contracts to provide services on and after February 1, 1998.
- d. Utility bills that include charges for services for any date before January 1, 1998, however, the Willmar Sales and Use Tax shall apply to all utility bills for services provided after January 1, 1998.

SECTION 11. COLLECTION AND ENFORCEMENT.

The Willmar Sales and Use Tax imposed by the City pursuant to this Ordinance shall be subject to the same interests, penalties, and other rules as are applicable to the State general sales and use tax imposed by Minnesota Statutes Chapter 289A and 297A. The Willmar Sales and Use Tax imposed by the City pursuant to this Ordinance may be collected by the State on behalf of the City as provided by an appropriate agreement with the Minnesota Commissioner of Revenue.

SECTION 12. TAX CLEARANCE ISSUANCE OF LICENSES.

The City may not issue or renew a license for the conduct of a trade or business in the City if the Commissioner notifies the City that the applicant for such license owes delinquent Willmar Sales and Use Taxes as provided in this Ordinance, or penalties or interest due on such taxes. For the purposes of this Section 11, the following terms have the following meanings:

- a. Willmar Sales and Use Taxes include sales and use tax as provided in this Ordinance. Penalties and interest are penalties and interest due on taxes included in this definition.
- b. Delinquent taxes do not include a tax liability if:
 - i. in administrative or court action which contests the amount of validity or the liability has been filed or served;
 - ii. the appeal period to contest tax liability has not expired; or
 - iii. the applicant has entered into a payment agreement and is current with the payments.
- c. Applicant means an individual if the license is issued to or in the name of an individual or the corporation, partnership, or other entity if the license is issued to or in the name of a corporation, partnership or other entity.

A copy of the notice of delinquent taxes given to the City shall also be sent to the applicant taxpayer. In the case of renewal of a license, if the applicant requests a hearing in writing, within thirty (30) days of the receipt of the notice of delinquent taxes, then a contested case hearing shall be held by the Commissioner under the same procedures as provided in Minnesota Statutes, Section 270.72 for the State sales and use tax imposed under Minnesota Statutes, Chapter 297A, provided that if a hearing must be held on the State sales and use tax, hearings may be combined.

This Ordinance introduced by Councilman Reese .
 This Ordinance introduced on September 17, 1997 .
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2019 Finance Committee Meeting Dates

March 7th & 21st

March 7th – Report of Outstanding Indebtedness

March 21st –

April 4th & 18th

April 4th – Unaudited 2018 Financial Report *(Moved to April 18th)

Industrial Development Budget Amendment

Waste Treatment Rate Study

Bernick's Bike Share Grant Budget Amendment

1st Quarter 2019 Budget Amendments *(Moved to April 18th)

Tax Abatement/Tax Increment discussion

Deferred/Suspense Assessments

April 18th – March Monthly Report

Comprehensive Assessment Policy Discussion

*Unaudited-(Pre Audit) 2018 Financial Report

*1st Quarter 2019 Budget Amendments

May 9th & 23rd

May 9th – Staff Conflict out of town Finance action items on Public Works Agenda

May 16th – Tax Abatement/Tax-Increment discussion(Moved to June 3rd)

Deferred/Suspense-Assessments(Moved to June 3rd)

Comprehensive Assessment Policy Discussion(Moved to June 20th)

May 23rd –

June 6th & 20th

June 6th – Tax Abatement/Tax Increment discussion

Deferred/Suspense-Assessment

Budget Calendar Review

June 20th – May Monthly Report

Comprehensive Assessment Policy Discussion

July No Meeting 4th & 18th

July 4th – NO MEETING

July 18th - June Monthly Report

August 8th & 22nd

August 8th –

August 22nd – July Monthly Report

September 5th & 19th

September 5th –

September 19th – August Monthly Report

October 10th & 24th

October 10th –

October 24th – September Monthly Report

November 7th & 21st

November 7th –

November 21st – October Monthly Report

December 5th & 19th

December 5th –

December 19th – November Monthly Report