

CITY OF WILLMAR

MISSION STATEMENT

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

COMMUNITY VALUES

Fiscal Responsibility

Excellence in the Delivery of Service

Quality Service

Ethics and Integrity

Visionary Leadership and Planning

Open and Honest Communication

Professionalism

RESOLUTION NO. 17-90

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

Motion By: Plowman

Second By: Mueske

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

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

WHEREAS, the following summary of capital priorities was reached:

Facilities:

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

Stormwater Management:


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

Parks:

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

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

Dated this 7th day of August, 2017



Mayor

Attest:



City Clerk



**WILLMAR CITY COUNCIL MEETING
MONDAY, SEPTEMBER 16, 2019 7:00 PM
COUNTY BOARD ROOM, HEALTH AND HUMAN SERVICES BUILDING
2200 – 23RD STREET NE, WILLMAR, MINNESOTA**

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Consent Items
 - Approve:
 - A. City Council Minutes of September 3, 2019
 - B. Willmar Municipal Utilities Board Minutes of September 9, 2019
 - C. Planning Commission Minutes of September 4, 2019
 - D. Application to Conduct Excluded Bingo – Church of St. Mary
 - E. Resolution Declaring Surplus Equipment and Authorizing Sale at Public Auction
 - F. Accounts Payable Report August 29 through September 11, 2019
 - Accept:
 - G. Park and Recreation Board Minutes of August 28, 2019
 - H. Monthly Building Report for August, 2019
 - Information:
 - I. Invest in Willmar Board Minutes of July 31, 2019
 - J. City Hall Task Force Minutes of August 20, 2019
6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Mayoral Proclamations
 - Celebrate Art! Celebrate Coffee! Days
 - CareerForce Week
9. Open Forum
10. Hearing: 7:01 p.m. Ordinance Authorizing Sale of Real Property to BNSF Railway Company
11. 2020 EDC Budget Presentation
12. Public Works/Safety Committee Report of September 4, 2019
 - Action Item:
 - A. Resolution to Accept Project No. 1610/1810 and Authorize Final Payment
 - B. Resolutions (2) for 2019 Street Improvement Change Orders
 - Accept Change Order No. 1 to Project No. 1901-A
 - Accept Change Order No. 1 to Project No. 1901-B
 - C. Resolution to Award Base Bid and Alternates B and C for DOAC Pool Resurfacing and Enter in Contract with Global Specialty Contractors

13. Finance Committee Report of September 5, 2019
Action Item:
 - A. Consideration of Special Assessment Hearing for Unpaid Weed/Grass Mowing
 - B. Resolution Amending Budget for Main Street Event
 - C. Resolution Preliminary Budget for Local Option Sales Tax
 - D. Resolution to Re-appropriate Funds for Dorothy Olson Aquatic Center

14. Community Development Committee Report of September 9, 2019
Action Item:
 - A. Resolutions Tax Abatement Agreements with Suite Liv'n/AEHM, LLC
 - Amending, Correcting and Reinstating Resolution No. 19-068
 - Approve Tax Abatement Agreement with AEHM, LLC

15. Labor Relations Committee Report of September 9, 2019
Action Item:
 - A. Consideration of Deputy Fire Chief Position
 - B. Consideration of City Clerk Job Description
 - C. Consideration of Employee Engagement – Insights Discovery
 - D. Consideration of Employee Personnel Policy – 7th Section

16. Consideration of Resolution to Adopt the Planning Commission's Findings and Deny Tempel Rezone of Land from AG to GB

17. Consideration of Termination of Agricultural Leases on Wye Parcels

18. Mayor's 2020 Proposed Budget Presentation

19. Council Members' Announcements

20. Adjourn

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

September 3, 2019
7:00 p.m.

The regular meeting of the Willmar City Council was called to order by the Honorable Mayor Marv Calvin. Members present on a roll call were Mayor Marv Calvin, Council Members Rick Fagerlie, Shawn Mueske, Kathy Schwantes, Vicki Davis, Julie Asmus, Andrew Plowman, and Audrey Nelsen. Present 8, Absent 1. Council Member Fernando Alvarado was excused from the meeting.

Also present were Interim City Administrator Brian Gramentz, Police Chief Jim Felt, Park and Recreation Director Rob Baumgarn, Planning and Development Services Director David Ramstad, Public Works Director Sean Christensen, City Clerk Judy Thompson, and City Attorney Robert Scott.

There were no additions or deletions to the agenda.

Council Member Fagerlie moved to approve the agenda as presented. Council Member Asmus seconded the motion which carried.

City Clerk Judy Thompson reviewed the consent agenda.

- A. City Council Minutes of August 19, 2019
- B. Willmar Municipal Utilities Board Minutes of August 26, 2019
- C. Planning Commission Minutes of August 7, 2019
- D. Planning Commission Minutes of August 21, 2019
- E. Accounts Payable Report August 15 – August 28, 2019
- F. Human Rights Commission Minutes of April 16, 2019
- G. Willmar Lakes Area CVB Board Minutes of June 18, 2019
- H. City Hall Task Force Minutes of July 16, 2019
- I. Willmar Main Street Board Minutes of August 26, 2019

Council Member Fagerlie offered a motion to approve the Consent Agenda. Council Member Nelsen seconded the motion which carried.

Mayor Calvin read a Proclamation declaring September 9, 2019 as “League of Women Voters Centennial Day” and congratulated the League of Women Voters Willmar Area on the Minnesota State League’s 100th Anniversary. Mayor Calvin then presented the Proclamation to League of Women Voters representative Jan Forkrud, and recognized other representatives Jan Dahl and Cheryl Halverson who were also present.

Glenn Negen, Willmar, addressed the Mayor and Council during the Open Forum. Mr. Negen wanted to again invite everyone to attend a Patriot Day Event to be held September 10, 5:30 p.m. – 9:30 p.m. at the Willmar City Auditorium. He also touched on some negative feedback that has been received and various past training events that he has participated in.

Heidi Ahmann, Willmar, addressed the Mayor and Council during the Open Forum. Ms. Ahmann wanted to promote and invite everyone to attend a Patriot Day Event to be held September 10, 5:30 p.m. – 9:30 p.m. at the Willmar City Auditorium. On this 18th anniversary of the events of September 11, 2001, this event is being held to recognize and remember with community, and also honor the men and women who have either served or are serving and sacrificing for us. Guest speaker will be William J. Federer who is a nationally-known speaker and best-selling author. He will be speaking at 6:30 p.m.

Jed Bendix, outside Willmar, addressed the Mayor and Council during the Open Forum. Mr. Bendix wanted to invite everyone to attend a Diversity Walk in downtown Willmar on October 5, 2019. The event will

begin at 9:00 a.m. at the Goodness Coffee Shop located at 333 Litchfield Avenue Southwest. There will be a speaker at 9:00 a.m. with the walk beginning at 9:30 a.m.

At 7:19 p.m. Mayor Calvin opened the public hearing for an Ordinance Enacting a New Article III, Floodplain Management in Chapter 14 of the City Code. Planning and Development Services Director Dave Ramstad stated participation in the National Flood Insurance Program (NFIP) has been fully vetted over the course of the past several months and that NFIP participation was approved by the City Planning Commission on Wednesday, August 7, 2019. Dr. Ramstad also stated that nothing has changed in the NFIP application since the first time it was reviewed.

There being no one to speak for or against said ordinance, Mayor Calvin closed the public hearing at 7:22 p.m. and opened it up for discussion by the Council. Following discussion, **Resolution No. 19-132 Participate in the National Flood Insurance Program** was introduced by Council Member Fagerlie. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Council Member Mueske then offered a motion to adopt, assign a number and order final publication of **Ordinance No. 1440 An Ordinance of the City of Willmar, Minnesota Enacting a New Article III, Floodplain Management in Chapter 14 of the City Code.** Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Council Member Fagerlie offered a motion to approve publication of said Floodplain Management Ordinance by summary due to the length and cost of publishing entire Ordinance. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

The Public Works/Safety Committee Report for August 21, 2019 was presented to the Mayor and Council by Council Member Asmus. There were three items for consideration.

Item No. 1 Staff brought forth, for approval, the proposal for the gun range professional lead decontamination and ballistic block replacement. Staff is currently trained to clean the range, observation room and classroom with a HEPA vacuum but further annual deep cleaning is required to decrease exposure limits of lead. The blocks are due for replacement as they are reaching their maximum capacity and there is no more rubber material available to encapsulate the bullets. The City received two quotes with Green Bay Lead Services, LLC being the low in the amount of \$34,035 plus \$7,500 per additional cleaning trip if lead testing fails. It was the recommendation of the Committee to enter into an agreement with Green Bay Lead Services, LLC for the ballistic blocks replacement and professional lead decontamination in the amount of \$34,035 plus \$7,500 for additional trips if needed.

Following discussion, **Resolution No. 19-133 Awarding the Auditorium Environmental Services Project to Green Bay Lead Services, LLC in the Amount of \$34,035.00** was introduced by Council Member Asmus. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Item No. 2 Staff brought forth, for information, the discussion of potential Rau Park improvements proposed by the Kiwanis Club. A five-year plan was proposed to the Parks and Recreation Board for various improvements such as a new sign, more picnic tables, benches, repairing steps and the parking lot area. This item was for information only.

Item No. 3 Staff brought forth, for information, the MnDOT ADA/Pedestrian Improvements to take place 225 feet west of Ferring Street to Lakeland Drive. Plan review will be submitted in October of 2020 with bid letting scheduled for January of 2021. There is no financial impact on the City for this project. This item was for information only.

The Public Works/Safety Committee Report of August 21, 2019, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Member Asmus. Council Member Nelsen seconded the motion, and carried.

The Finance Committee Report for August 22, 2019 was presented to the Mayor and Council by Council Member Nelsen. There were three items for consideration.

Item No. 1 Airport Manager, Eric Rudningen was present to inform the committee that the city has received notification of a grant award from the US Department of Transportation Federal Aviation Administration. The Grant would fund 90% of the Airport Runway 13/31, Taxiway A, and West Taxilanes Pavement Maintenance project. Bids were opened on June 12, 2019. The City received one bid for \$868,266.50. The Grant application was then submitted to MnDOT and the FAA by June 28, 2019. The total estimated cost of the project is \$1,008,254.50, which is split 90% Federal, 5% State Aid and 5% local. The estimated City of Willmar cost for the project would be \$50,412.73 or \$4,412.73 over the \$46,000 presently in the Capital Improvement Program. Staff indicated that in light of the Public Works Pot Patch Equipment coming in appropriately \$48,000 less than budget, it would be staff's recommendation to re-appropriate \$4,500 of the excess to cover the shortfall for the airport project.

After some discussion, it was the recommendation of the Committee to accept the Federal and State Grants in the amount of \$907,429.05 and \$50,412.73 and authorize the Mayor and Administrator to sign the documents.

It was also the recommendation of the Committee to adopt the Final Project Budget for the Airport Pavement Maintenance Project and re-allocate \$4,500 as recommended.

Council Member Nelsen offered a motion to accept the Federal Grant in the amount of \$907,429.05 Council Member Fagerlie seconded the motion which carried.

Resolution No. 19-134 Authorizing Execution of Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition was introduced by Council Member Nelsen. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Resolution No. 19-135 Final Airport Seal Coat Budget Total Cost \$1,008,255.00 was introduced by Council Member Nelsen. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Item No. 2 Eric Banks from the Recreation Department was present at the committee to present and explain the request to approve the Lease and Advertising Agreements for the Willmar Warhawks for the 2019-2020 hockey season. This will be the 4th year the Willmar Warhawks have been in Willmar, with all leases being annual leases to this point. The lease will generate \$44,500 for ice rental, office and locker room space. This is an increase of \$1,000 from the previous year. The City would receive an additional \$8,000 from the advertising rights. These would be two separate agreements, which require two separate resolutions to approve. It was the recommendation of the Committee to approve the Lease for Ice, Office and locker rooms. It was also the recommendation of the Committee to approve the lease for Advertising.

Resolution No. 19-136 Authorization to Execute Lease Agreement with Blizzard, LLC for Use of the Civic Center for Warhawks was introduced by Council Member Nelsen. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Resolution No. 19-137 Authorization to Execute Advertising Agreement with Blizzard, LLC for Main Cardinal Rink of the Willmar Civic Center Arena was introduced by Council Member Nelsen. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Item No. 3 The committee reviewed and discussed the July monthly financial report, the upcoming meeting schedule for a possible future special meeting to receive the Mayor's Proposed 2020 Budget and was given sections from the 2018 financial report for review at a future meeting. This item was for information only.

The Finance Committee Report of August 22, 2019, was approved and ordered placed on file in the City Clerk's Office upon motion by Council Member Nelsen. Council Member Fagerlie seconded the motion which carried.

Public Works Director Sean Christensen stated the City Hall Task Force has been meeting to discuss site selection for construction of a new City Hall. At its last meeting the Task Force directed staff to prepare a presentation on the viability of a conjoined City Hall/Community Center at the current Community Center site. Mr. Christensen presented the following site priorities: acquisition costs, internal department efficiencies, ample and convenient parking, impact to city tax rolls, demolition costs, convenient and accessible traffic flow, displaced employee cost/inconvenience to residents, high visibility, and fiber optic costs. It was recommended that Council approve the current Community Center site and direct staff to proceed with the requests for proposals for a construction manager at risk for City Hall and the Community Center as a combined facility and an architect for design.

Following discussion, **Resolution No. 19-138 Identifying the Preferred Location for a New City Hall and Authorizing Requests for Proposals for Professional Construction Management and Design Services for a Joint City Hall and Community Center Facility** was introduced by Council Member Schwantes. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0. Council Member Nelsen abstained from voting, and had indicated her intentions to the Mayor prior to the meeting.

Following further discussion, **Resolution No. 19-139 Amending Previous Council Action** was introduced by Council Member Schwantes. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Council Member Schwantes thanked Mr. Christensen for the presentation and also want to recognize the three contractors who were present at the last Task Force meeting. She thanked them for the time and effort they contributed to this project.

Council Member Schwantes also stated they will be visiting other city offices on September 27th, 2019 and welcomed anyone interested in joining the tour.

City Clerk Judy Thompson presented a request for approval from the Foxhole Brewhouse, Inc. dba Foxhole Brewhouse for a 1-Day to 4-Day Temporary On-Sale Liquor License to sell alcohol during the Foxtoberfest on September 28, 2019.

Council Member Schwantes offered a motion to approve staff's request. Council Member Mueske seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

City Clerk Judy Thompson presented a request for approval of an Off-Sale Intoxicating Liquor License for the new owners of Westside Liquor (West) located at 3001 First Avenue Northwest under the name Petrola, LLC dba Westside Market & Liquor.

Council Member Fagerlie offered a motion to approve staff's request. Council Member Mueske second the motion, which carried on a roll call vote of Ayes 7, Noes 0.

City Attorney Robert Scott presented a request to approve an amendment to the Willmar Wye Master Agreement as per BNSF's request. He stated the amendment doesn't alter the City's responsibility except to change the date of closing on its conveyances to BNSF from March to September, 2019.

Following discussion, **Resolution No. 19-140 Approving an Amendment to Master Cooperation Agreement with Kandiyohi County, the State of Minnesota, and BNSF Railway Company for the Willmar Wye Project** was introduced by Council Member Plowman. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Council Member Plowman offered a motion to **Introduce an Ordinance Authorizing the Sale of Real Property to BNSF Railway Company** and set a public hearing for September 16, 2019 at 7:01 p.m. Council Member Asmus seconded the motion which carried.

Mayor Calvin stated, for Council's information, the City ended up with two separate City Administrator's through this process and to clean everything up there will be a signing after the September 16th Council meeting and Interim City Administrator Brian Gramentz and Mayor Calvin will be signing the documents for consistency rather than having two different City Administrator's listed on the documents.

Mayor Calvin also stated that he will be presenting the 2020 Proposed Budget to the Council on September 16th as we are still waiting for all the numbers to be finalized. He indicated this was the recommendation of the City Finance Director, City Administrator, and Mayor, in consultation with Finance Committee Chair Nelsen.

Council Member Fagerlie offered the following comments: school started today and urged everyone to be more aware of students and to drive safely.

Council Member Schwantes offered the following comments: reminder of the September 27th city hall tour.

Council Member Nelsen offered the following comments: reminder the Finance Committee will meet on Thursday, September 5th at 5:15 p.m., and there will be a special Full Council Finance Meeting on September 30th to determine the levy limit.

Council Member Fagerlie offered a motion to adjourn the meeting with Council Member Asmus seconding the motion which carried. The meeting adjourned at 8:32 p.m.

MAYOR

Attest:

SECRETARY TO THE COUNCIL

CITY OF WILLMAR

RESOLUTION NO. 19-132

PARTICIPATE IN THE NATIONAL FLOOD INSURANCE PROGRAM

Motion By: Fagerlie Second By: Nelsen

WHEREAS, certain areas of the City of Willmar are subject to periodic flooding or flood-related erosion, potentially causing serious damages to properties within these areas; and

WHEREAS, relief is available in the form of federally subsidized flood insurance as authorized by the National Flood Insurance Act of 1968; and

WHEREAS, it is the intent of the City Council to require the recognition and evaluation of flood or flood-related erosion hazards in all official actions relating to land use in areas having these hazards; and

WHEREAS, this body has the legal authority to adopt land use and control measures to reduce future flood losses pursuant to Minnesota Statutes Chapters 103F and 462,

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby:

1. Assures the Federal Emergency Management Agency that it will enact as necessary in those areas having flood or flood-related erosion hazards, adequate land use and control measures with effective enforcement provisions, including:
 - a. Require permits for all proposed construction or other development in the community, so that it may determine whether such construction or other development proposed is within the floodplain.
 - b. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law.
 - c. Review and maintain all permit applications to determine whether proposed building sites will be, or made to be, reasonably safe from flooding.
 - d. Review and maintain all permit applications to ensure that any development activities are consistent with criteria set forth in Section 60.3 of the National Flood Insurance Program regulations.
2. Vests the Building Official of the City of Willmar's Department of Planning and Development Services with the responsibility, authority, and means to:
 - a. Assist the FEMA Administrator, at their request, in their delineation of the limits of the area having special flood or flood-related erosion hazards.
 - b. Provide such information as the FEMA Administrator may request concerning present uses and occupancy of the floodplain or flood-related erosion areas.
 - c. Cooperate with federal, state and local agencies and private firms which undertake to study, survey, map and identify floodplain or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
 - d. Submit on the anniversary date of the community's initial eligibility an annual report to the FEMA Administrator on the progress made during the past year within the community in the development and implementation of floodplain management measures.
 - e. Upon occurrence, notify the FEMA Administrator, in writing, whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that all Flood Hazard Boundary Rate Maps accurately represent the community's boundaries, include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.
 - f. Ensure that the community's Flood Insurance Rate Maps are maintained and kept current by providing the Federal Emergency Management Agency with any new or updated flood risk data or any modified data reflecting natural or man-made changes to the floodplain.
3. Appoints the City Willmar's Building Official to maintain for public inspection and to furnish upon request, for the determination of applicable flood insurance risk premium rates within all

areas having special flood hazards identified on a Flood Hazard Boundary Map or Flood Insurance Rate Map, any certificates of flood-proofing, and information on the elevation (in relation to mean sea level) of the level of the lowest floor (including basement) of all new or substantially improved structures, and include whether or not such structures contain a basement, and if the structure has been flood proofed the elevation (in relation to mean sea level) to which the structure was flood-proofed;

- 4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the program.

EFFECTIVE DATE. This ordinance shall take effect after its adoption and second publication. Passed by the City Council of the City of Willmar this 3rd day of September, 2019.

ATTEST:

s/s Judy Thompson
Judy Thompson, City Clerk

s/s Marv Calvin
Marvin Calvin, Mayor

VOTE: AB ALVARADO X ASMUS X DAVIS X FAGERLIE
X MUESKE X NELSEN X PLOWMAN X SCHWANTES

RESOLUTION NO. 19-133

A RESOLUTION AWARDING THE AUDITORIUM ENVIRONMENTAL SERVICES PROJECT TO GREEN BAY LEAD SERVICES, LLC IN THE AMOUNT OF \$34,035.00.

Motion By: Asmus Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the bid of Green Bay Lead Services, LLC for the Auditorium environmental services project is accepted, and the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$34,035 plus \$7,500 for additional trips if testing fails.

Dated this 3rd day of September, 2019

s/s Marv Calvin
Mayor

Attest:

s/s Judy Thompson
City Clerk

RESOLUTION NO. 19-134

RESOLUTION AUTHORIZING EXECUTION OF MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

Motion By: Nelsen Second By: Fagerlie

BE IT RESOLVED by the City Council of the City of Willmar that the State of Minnesota Agreement Number 1035268 "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3401-69 at the Willmar Municipal Airport is accepted.

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

Dated this 3rd day of September, 2019

s/s Marv Calvin
MAYOR

Attest:

s/s Judy Thompson
CITY CLERK

**RESOLUTION NO. 19-135
FINAL AIRPORT SEAL COAT BUDGET
TOTAL COST \$1,008,255.00**

*Budget Amounts are Essential

Motion By: Nelsen

Second By: Asmus

Code

PERSONNEL SERVICES

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

TOTAL \$0.00

RECEIVABLES

Federal \$907,429.00
State \$50,413.00
City \$50,413.00
\$0.00

TOTAL \$1,008,255.00

SUPPLIES

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

TOTAL \$0.00

FINANCING

Federal \$907,429.00
State \$50,413.00
City \$50,413.00
\$0.00

TOTAL \$1,008,255.00

GRAND TOTAL \$1,008,255.00

Dated this 3rd day of September, 2019

OTHER SERVICES

33* Travel-Conf.-Schools		
34 Mtce. of Equipment		<u>s/s Marv Calvin</u>
35 Mtce. of Structures		Mayor
36* Mtce. of Other Impr.	\$868,267.00	
37 Subsistence of Persons		Attest:
38 Cleaning & Waste Removal		
39* Other Services	\$86,826.00	
TOTAL	\$955,093.00	<u>s/s Judy Thompson</u>
		City Clerk

OTHER CHARGES

46* Prof. Serv.	\$53,162.00
48 Admin OH (Transfer)	\$0.00
TOTAL	\$53,162.00
GRAND TOTAL	\$1,008,255.00

RESOLUTION NO. 19-136

**AUTHORIZATION TO EXECUTE LEASE AGREEMENT WITH BLIZZARD, LLC
FOR USE OF THE CIVIC CENTER FOR WARHAWKS**

Motion By: Nelsen

Second By: Asmus

WHEREAS the City of Willmar desires to enter into a Lease Agreement with The Blizzard, LLC d/b/a the (Team) and Chris Canavati and Mitri Canvati, Individually (Tenant) for the rent of ice time and certain related facilities of the Willmar Civic Center Arena for (Team) hockey games, including administrative office space and locker room facilities; and

WHEREAS an agreement has been prepared detailing the terms of the lease;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar that said agreement be approved and that the Mayor and City Administrator be authorized to execute the same.

Dated this 3rd day of September, 2019

s/s Marv Calvin
Mayor

Attest:

s/s Judy Thompson
City Clerk

RESOLUTION NO. 19-137

**AUTHORIZATION TO EXECUTE ADVERTISING AGREEMENT WITH BLIZZARD, LLC
FOR MAIN CARDINAL RINK OF THE WILLMAR CIVIC CENTER ARENA**

Motion By: Nelsen

Second By: Asmus

WHEREAS the City of Willmar desires to enter into An Advertising Agreement with The Blizzard, LLC d/b/a the Team and Chris Canavati and Mitri Canvati, Individually (Tenant) for the sale of advertising in the Main Cardinal Rink portion of the Willmar Civic Center Arena for the period of June 1, 2019 until May 31, 2020

WHEREAS an agreement has been prepared detailing the terms of the advertising;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar that said agreement be approved and that the Mayor and City Administrator be authorized to execute the same.

Dated this 3rd day of September, 2019

s/s Marv Calvin
Mayor

Attest:

s/s Judy Thompson
City Clerk

CITY OF WILLMAR

RESOLUTION NO. 19-138

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA IDENTIFYING THE PREFERRED LOCATION FOR A NEW CITY HALL AND AUTHORIZING REQUESTS FOR PROPOSALS FOR PROFESSIONAL CONSTRUCTION MANAGEMENT AND DESIGN SERVICES FOR A JOINT CITY HALL AND COMMUNITY CENTER FACILITY

Motion By: Schwantes Second By: Asmus

WHEREAS, the Willmar City Council (“City Council”) formed a City Hall Task Force (“Task Force”) for the purpose of researching and evaluating potential sites in the City of Willmar (“City”) for the construction of a new city hall pursuant to priorities established by the City Council; and

WHEREAS, the Task Force has identified and considered numerous potential sites for the new city hall and extensively involved the public in its process, and has now completed its site selection process and has recommended that the new City Hall be located on the City-owned property currently serving as the site of the City’s Community Center and adjacent City-owned properties (Kandiyohi County Parcel Nos. 95-911-0780, 95-495-0010, 95-495-0020 and 95-496-0090) (collectively, the “Community Center site”), and further recommends that a new joint City Hall and Community Center facility be constructed thereon; and

WHEREAS, the City recently enacted a local option sales tax which will take effect on October 1, 2019, with approximately \$2 million of the revenues to be generated by the tax designated to be spent on a community center replacement.

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

1. The City Council hereby selects the Community Center Site as its preferred location for a new City Hall and desires to construct a new joint City Hall – Community Center facility thereon.
2. City staff are hereby authorized and directed to solicit proposals for construction manager at risk and architectural design professional services for the new joint City Hall – Community Center project, subject to final approval of this City Council of any professional services agreements for such project.

3. This Resolution supersedes and replaces Resolution No. 19-072, pursuant to which the City Council identified the "Block 25 site" in downtown Willmar as the preferred location for the new City Hall and authorized preparations for the City's acquisition of said site.

Adopted by the City Council of the City of Willmar on September 3, 2019.

Approved:

s/s Marv Calvin

Mayor

Attested:

s/s Judy Thompson

City Clerk

CITY OF WILLMAR

RESOLUTION NO. 19-139

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA AMENDING PREVIOUS COUNCIL ACTION

Motion By: Schwantes

Second By: Asmus

WHEREAS, the Willmar City Council ("City Council") recently enacted a local option sales tax which will take effect on October 1, 2019, with approximately \$10 million of the revenues to be generated by the tax designated to be spent on a new recreation and events center ("events center"), \$6 million on new athletic fields, \$3 million on improvements to Robbins Island, \$2 million on improvements to Swanson Field, and \$2 million on a community center replacement; and

WHEREAS, at its August 19, 2019 regular meeting, the City Council passed a motion pursuant to which City staff was directed to prepare requests for proposals ("RFP") for construction manager at risk and architect professional services for the events center, athletic fields, Robbins Island and Swanson Field projects, with the community center project to be included as an alternate under such RFPs (the "August 19, 2019 motion"); and

WHEREAS, the City Council at its regular meeting on September 3, 2019 selected the site of the City's existing community center as its preferred location for a new City Hall and directed City staff to solicit proposals for construction manager at risk and architectural design professional services for a new joint City Hall - Community Center facility to be constructed on the site.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the City Council, having now provided direction to include the community center replacement project in a new joint City Hall - Community Center facility, hereby amends its August 19, 2019 motion by removing the community center alternate in the RFPs for construction manager at risk and architect professional services for the events center, athletic fields, Robbins Island and Swanson Field projects.

Adopted by the City Council of the City of Willmar on September 3, 2019.

Approved:

s/s Marv Calvin

Mayor

Attested:

s/s Judy Thompson

City Clerk

RESOLUTION NO. 19-140
A RESOLUTION APPROVING AN AMENDMENT TO MASTER COOPERATION AGREEMENT WITH
KANDIYOHI COUNTY, THE STATE OF MINNESOTA, AND BNSF RAILWAY COMPANY FOR THE WILLMAR
WYE PROJECT

Motion By: Schwantes

Second By: Asmus

WHEREAS, The City of Willmar ("City"), Kandiyohi County ("County"), State of Minnesota through its Department of Transportation ("MnDOT"), and BNSF Railway Company ("BNSF") (collectively "Parties") entered into the **Willmar Wye Project Master Cooperation Agreement Between State of Minnesota, Kandiyohi County, City of Willmar, and BNSF Railway Company**, MnDOT Contract No. 1032954 ("**Original Agreement**"), for the construction of a direct rail connection between two existing BNSF main track subdivisions, construction of a rail spur to the City of Willmar's industrial park, and modification of surrounding roadways (the "**Project**").

WHEREAS, the Original Agreement includes a "Timeline", attached therein as Exhibit F and defined as the Project Completion Timetable.

WHEREAS, the Parties have further entered into a Transfer Agreement by and between MnDOT, the County and BNSF, a Transfer Agreement by and between the County and BNSF, and a Purchase and Sale Agreement by and between the City and BNSF (collectively, the "**Property Agreements**").

WHEREAS, the Timeline sets forth the date of the first of three closings for the transfer of real property between the Parties pursuant to the Property Agreements, and the start of roadway construction.

WHEREAS, the Parties desire to change the date of the first closing and start of roadway construction as set forth in the Timeline and to make other modifications as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Amendment 1 to Master Cooperation Agreement appended hereto is hereby approved, and be it further resolved that the Mayor and City Administrator are hereby authorized to execute said amendment on behalf of the City.

Dated this 3rd day of September, 2019.

s/s Marv Calvin

Mayor

Attest:

s/s Judy Thompson

City Clerk

WILLMAR MUNICIPAL UTILITIES MINUTES
MUNICIPAL UTILITIES AUDITORIUM
SEPTEMBER 9, 2019

The Municipal Utilities Commission met in its regular scheduled meeting on Monday, September 9, 2019 at 11:45 a.m. in the Municipal Utilities Auditorium with the following Commissioners present: Carol Laumer, Justin Mattern, Abdirizak Mahboub, Nathan Weber, Bruce DeBlieck, Ross Magnuson, and Brendan MacDonald.

Others present at the meeting were: General Manager John Harren, Director of Finance Denise Runge, Compliance & HR Manager Janell Johnson, Facilities & Maintenance Supervisor Kevin Marti, IS Coordinator Mike Sangren, Administrative Secretary Beth Mattheisen, City Attorney Robert Scott (via teleconference), and WC Tribune Journalist Shelby Lindrud.

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

RESOLUTION NO. 31

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

- ❖ Minutes from the August 26, 2019 Commission meeting; and,
- ❖ Bills represented by vouchers No. 191320 to No. 191429 and associated wire transfers inclusive in the amount of \$782,773.47.

Dated this 9th day of September, 2019.

President

Attest:

Secretary

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

Commissioner Weber (LC Chair) reviewed with the Commission the minutes from the September 4th WMU Labor Committee Meeting (see attached). The main topics of discussion focused on: 1) Staff Development; 2) WMU Strategic Plan/Initiatives; and, 3) Succession Planning for the General Manager Position. Following review of the presented minutes, Commissioner Weber offered a motion to approve the minutes as presented. Commissioner Mahboub seconded the motion which carried by a vote of seven ayes and zero nays.

In conjunction with the above approved minutes (Sept. 4th LC Meeting.), three items required Commission approval. The first item for discussion was the opportunity available to both encourage and inspire teamwork and communications among staff by bringing in an inspirational speaker. At the recent MMUA Summer Conference, Joe Schmit was a keynote speaker, speaking on “*Silent Impact – Interactive IMPACT LEADERSHIP*” which focused on team-building development (i.e. positive attitude, acknowledging & praising people). This is a 12-month mandatory program for all employees (Commissioners are also invited to participate). The total package cost would be \$9,000 (which

includes the initial presentation and 12-month follow-up). The Labor Committee was recommending that the Commission approve the engagement of Mr. Schmit to provide the team-building program to the Utility. Following discussion, Commissioner Weber offered a resolution to authorize participation in Joe Schmit's "*Silent Impact – Interactive IMPACT LEADERSHIP Seminar*" (12-month course) for the total cost of \$9,000. Commissioner Mahboub seconded.

RESOLUTION NO. 32

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that Joe Schmit be authorized to provide professional training to promote staff development entitled "*Silent Impact – Interactive IMPACT LEADERSHIP Seminar*" (12-month program) in the total amount of \$9,000."

Dated this 9th day of September, 2019.

President

Attest:

Secretary

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

The second item requested by the Labor Committee for approval was the WMU Strategic Initiatives including newly identified tasks and timelines. As a reminder, the WMU Strategic Initiatives are divided into the following six categories: 1) Admin & Operations Bldgs.; 2) Financial Position; 3) Generation: Gas/Diesel & Power Plant; 4) Generation: Renewable Energy; 5) Substations/Transmission; and, 6) Water Treatment Plant. The WMU Strategic Initiatives received Commission approval on May 13, 2019, and staff had been directed to develop tasks and timelines to assist in achieving these initiatives. Following review and discussion, Commissioner Magnuson offered a motion to approve the WMU Strategic Initiatives with Task Lists & Timelines as presented. Commissioner DeBlieck seconded the motion which carried by a vote of seven ayes and zero nays.

The third item presented by the Labor Committee for Commission approval was the Emergency Succession Plan for the General Manager position. Previously, the Commission had requested staff to compile information to formulate a plan in the event of a sudden unforeseen departure of the General Manager (accident, illness, death, etc.). Following the Committee's review of the current Organizational Chart, position descriptions, and various data, a succession plan was developed and set in place relating to the General Manager position. Following discussion and incorporating verbiage to provide clarity to the plan, Commissioner Mahboub offered a motion to approve the Emergency Succession Plan established to fulfill the duties of the General Manager in the event of an unforeseen absence. Commissioner Magnuson seconded which carried by a vote of seven ayes and zero nays.

Based on the 2019 WMU Electric and Water Rate Study recently conducted by Dave Berg Consulting, staff was recommending that the Commission concur with the findings and proceed with the rate adjustment process by scheduling a public hearing for September 23, 2019, beginning at 11:50 a.m. The recommended rate adjustments are being made based on the overall revenue needs of the Utility. Following discussion, Commissioner Laumer offered a motion to set a public hearing to review the proposed rate adjustments for Monday, September 23, 2019 at 11:50 a.m. Commissioner Weber seconded the motion which carried by a vote of seven ayes and zero nays.

At this time, General Manager Harren reviewed with the Commission the proposed Rate Adjustment Ordinance and indicated that the Commission will be asked to approve a proposed Rate Adjustment Resolution following the September 23rd public hearing.

IS Coordinator Sangren informed the Commission that once again it was time to schedule our annual Penetration Test (Pen Test). In the past, staff has been pleased to utilize the services of NetSPi to perform the test. Now that a baseline has been established, staff felt it would be an appropriate time to get another "set of eyes" to view the Utility's security to either confirm the results of the past or to enlighten us to any new vulnerabilities. Three vendor quotes were received. Due to confidentiality, the identities of the vendors are not being disclosed. Based on a thorough statement of work, staff is recommending that White Oak Security from Plymouth, Minnesota, be selected to conduct the upcoming Pen Test (both external and internal testing) in the amount of \$15,592.14. Following review & discussion, Commissioner Mattern offered a resolution to authorize White Oak Security to conduct a Pen Test of the Utility in the amount of \$15,592.14. Commissioner DeBlieck seconded.

RESOLUTION NO. 33

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that White Oak Security of Plymouth, Minnesota, be authorized to conduct the penetration testing to identify possible impact and potential risks regarding security concerns of software applications and networking assets for the total amount of \$15,592.14."

Dated this 9th day of September, 2019.

President

Attest:

Secretary

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

Compliance & HR Manager Johnson along with Facilities & Maintenance Supervisor Marti presented the Commission with the 2019 US Homeland Security Infrastructure Survey conducted on behalf of the Willmar Municipal Utilities. An overview of DHS (Dept. of Homeland Security) visits and reporting process/procedures was given. Report findings were presented which included Willmar's water and generation/transmission divisions. Following review of the report results, conclusions and recommendations were presented for discussion. This was for information only.

Director of Finance Runge reviewed with the Commission the WMU Cost of Power Report for July 2019. This report is illustrated using a rolling year-to-date format and provides the overall cost of power for the year (0.065 per kWh year-to-date). Also reflected in the analysis is the total year-to-date cost.

Facilities & Maintenance Supervisor Marti presented the Commission with the August 2019 Wind Turbine Report. Turbine availabilities for the month of August were at 99.9% (Unit #3) and 92.8% (Unit #4) with a monthly total production of 176,047 kWh. Marti noted that blade repairs are currently being conducted on Unit #4 which effects the total kWh output of the unit. Depending on the weather, the project should be completed by the end of this week (project began on August 13th).

At this time, recaps of a number of recent events attended by Commissioners/Management were presented to the Commission. These events were:

- 1) MMUA Summer Conference - Aug. 19-21 (MUC Laumer & DeBlieck, GM Harren and Energy Services/Marketing Rep Marotzke)
 - a. On behalf of the Commission & staff, MUC Mattern congratulated MUC Carol Laumer was presented the "2019 MMUA Distinguished Service Award". This award is given to individuals who perform outstanding service in support of the association and its goals.

- 2) Morning Breakfast Series entitled, *"Doubling Down on Failure: How a 50% by 2030 Renewable Energy Standard Would Cost Minnesota \$80.2 Billion"* - August 27th (MUC DeBlieck & GM Harren)
- 3) MRES Laramie River Station/Grayrocks Dam & Reservoir Tour -Aug. 27-28 (MUC Laumer)
- 4) MRES Regional Policymakers Dinner/Discussion - Sept. 5th (MUC Laumer/DeBlieck/Mattern & GM Harren)

General Manager Harren informed the Commission that a number of Minnesota municipals had volunteered both staff and equipment to provide "mutual aid" in response to Florida's hurricane call. This mutual aid/disaster response was a coordinated effort through the efforts of APPA and MMUA. The Utility was pleased to send Linemen Zack Larson & Dylan Berg (along with a Line Dept. Truck) to assist in the anticipated disaster relief. Harren expressed his appreciation to staff for their willingness to participate in such efforts.

General Manager Harren reminded the Commissioners of two upcoming events to note. First, an MRES Area Meeting will be held on Thursday, October 24th (9:00 am-1:30 pm) at the Holiday Inn in Alexandria. The second event is the MRES Legal Seminar scheduled for Friday, October 4th (8:00 am-3:00 pm) to be held in Sioux Falls, SD.

General Manager Harren stated that a meeting of the WMU Planning Committee will be forth coming. Agenda item(s) for the meeting will include: Power Plant discussion; and, review current disconnection policies & procedures.

For information: Upcoming meetings/events to note include:

- MRES Area Meeting at Alexandria Holiday Inn – Thurs., October 24th (9:00 am-1:30 pm)
- MRES Legal Seminar *"Staying Current: Emerging Issues for Utilities"* - Friday, October 4th (8:00 am-3:00 pm) (Sioux Falls, SD)

There being no further business to come before the Commission, Commissioner DeBlieck offered a motion to adjourn the meeting. Commissioner Laumer seconded the motion which carried by a vote of seven ayes and zero nays, and the meeting was adjourned at 1:13 p.m.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Administrative Secretary

ATTEST:

Abdirizak Mahboub, Secretary



WILLMAR MUNICIPAL UTILITIES
MUC Labor Committee Meeting Minutes
Wednesday, September 4, 2019
12:00 p.m.

Attendees: Commissioners Nathan Weber, Ross Magnuson & Abdirizak Mahboub, General Manager John Harren, Director of Finance Denise Runge, HR Manager Janell Johnson, Facilities & Maintenance Manager Kevin Marti, Energy Services & Marketing Rep Michelle Marotzke, and Administrative Secretary Beth Mattheisen.

Commissioner Weber called the meeting to order at 12:08 p.m.

AGENDA ITEM(s):

➤ **Staff Development:**

General Manager Harren presented the Labor Committee with an opportunity for further team/staff development. Harren and HR Manager Johnson continued by reviewing data and available opportunities to assist with team/staff development in a positive manner for all staff members.

HR Manager Johnson reviewed with the Committee the *Management/Employee Engagement in Safety Survey* which was conducted by Ridgewater College staff in conjunction with WMU staff safety training on May 11, 2018. Results of the 11-question survey targeted management and/or personnel. Past results of the initial survey were reviewed along with the efforts which have been made to address the identified issues in the survey. Among the target areas addressed were teamwork, and staff communications among management/staff/union reps (listening, bridging communication gaps, acknowledging of emails, telephone & verbal communications, etc.).

Current practices involving communications between management and staff were reviewed (i.e. post-MUC full-staff meetings, monthly supervisors/management meetings).

One exciting opportunity available to both encourage and inspire teamwork and communications among staff would be to bring in a professional speaker. This speaker would address the entire staff to improve the company's culture and morale. Two options for consideration were presented: 1) *FISH! Philosophy*; and, 2) *Joe Schmit Silent Impact - Interactive IMPACT LEADERSHIP Seminar*. Four staff members were very receptive to their recent attendance at the MRES sponsored *FISH! Philosophy* workshop held in Sioux Falls, SD on August 15th. At the recent MMUA Summer Conference, Joe Schmit was a keynote speaker, speaking on "*Silent Impact*" which focused on positive attitude, acknowledging and praising people. Both representatives/speakers have been contacted and are willing to come to our Utility to share their inspirational message with our staff.

Following a review of both, staff is recommending that the Labor Committee consider participating in the *Joe Schmit Silent Impact - Interactive IMPACT LEADERSHIP Seminar*, which is a 12-month program. The intent is to have employees take ownership of their own destiny. This would be a mandatory training course for all WMU employees. Total package cost would be \$9,000 (which includes the entire 12-month follow-up). Johnson further noted that through conversations with Mr. Schmit, it was stated that he can personalize the presentation to meet the needs of our Utility.

Recommendation/Action:

Following review and discussion, it was the consensus of the Labor Committee to recommend that the Commission authorize staff to support the idea of bringing in a team-building speaker/consultant to provide inspiration to staff. The option to pursue would be the *Joe Schmit Silent Impact - Interactive IMPACT LEADERSHIP Seminar* (12-month course) for the total cost of \$9,000. It was further noted that while the 2019 WMU Budget does provide for the funding of such training, consulting fees over \$5,000 require WMU approval is required.

➤ **WMU Strategic Plan:**

On May 13, 2019, the Commission approved the WMU Strategic Initiatives. The WMU Strategic Initiatives are divided into the following six categories: 1) Admin & Operations Bldgs.; 2) Financial Position; 3) Generation: Gas/Diesel & Power Plant; 4) Generation: Renewable Energy; 5) Substations/Transmission; and, 6) Water Treatment Plant. While the Initiatives approved in May remain unchanged, staff was asked to provide tasks and timelines in which to achieve these initiatives. Facilities & Maintenance Manager Marti along with Energy Services & Marketing Rep Marotzke reviewed the tasks and timelines associated with the approved Initiatives. Related to the topics, the following revisions were recommended: 1) Admin & Operations Bldgs.: revise priority from Low to Medium; 2) Generation: Gas/Diesel & Power Plant: provide additional clarity regarding permitting and assess remaining electronic/hardware of the units.

Recommendation/Action:

Following discussion and review, it was the consensus of the Labor Committee to recommend that the Commission approve the WMU Strategic Initiatives with Task Lists as presented incorporating the adjustments as stated.

At this time, Commissioner Magnuson departed the meeting (1:18 pm).

➤ **Emergency Succession Plan: General Manager**

Per directive of the Commission, Staff compiled information to formulate an Emergency Succession Plan for contingencies in the event of a sudden departure of the General Manager. Initially, the Director of Operations (DOO) position would assume the General Manager position in his absence. However, currently the DOO position is vacant. Consideration to naming a DOO was presented. Job descriptions including responsibilities and duties for both the General Manager and Director of Operations positions were reviewed and discussed. Also reviewed was the hiring process involved for this (or any) position at the Utility.

Recommendation/Action:

It was the consensus of the Labor Committee to confirm that it has developed and has in place an Emergency Succession Plan for the General Manager position and to recommend that the Commission approve the plan. The plan would promote discussion and identify a successor to lead the Utility in the event of an unforeseen absence of the General Manager.

➤ **Adjournment:**

There being no further business to come before the Labor Committee, Commissioner Weber offered a motion to adjourn the meeting. Commissioner Mahboub seconded the motion which carried by a vote of two ayes and no noes, and the meeting was adjourned at 1:44 p.m.

**WILLMAR PLANNING COMMISSION
CITY OF WILLMAR, MN
WEDNESDAY, SEPTEMBER 4, 2019**

MINUTES

1. The Willmar Planning Commission met on Wednesday, September 4, 2019, at 7:00 p.m. at the Willmar City Offices Conference Room #1.

Members Present: Steve Gardner, Terry Sieck, Jeff Kimpling, Cletus Frank, Jonathan Marchand, Christina Nelson, Rolf Standfuss, and Dr. Jerry Kjergaard

Members Absent: Rhonda Otteson

Others Present: Sarah Swedburg – Planner, Daniel Tempel – Glacial Ridge Realty

2. MINUTES: Minutes from the August 7th and 21st meetings were approved as presented.
3. TEMPEL REZONE AG TO GB – FILE NO. 19-04: Mr. Kimpling made a motion, seconded by Mr. Standfuss to take the Tempel Rezone item from the table. Staff reminded the commission of this rezone of property from AG (Agriculture) to GB (General Business) to allow the development of office/storage space for a new painting and powerwashing company in town on property described as follows: All that portion of the West Half of the Northwest Quarter of the Northeast Quarter of Section 12, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County Minnesota lying Northwesterly of a line drawn parallel with and distant 50 feet Northwesterly of, as measured at right angles to, Burlington Northern Railroad Company's (formerly Great Northern Railway Company's) Main Track centerline, as now located and constructed upon over and across said West Half of the Northwest Quarter of the Northeast Quarter. This parcel of land has been discussed by Planning Commission in past meetings towards the end of 2018 and beginning of 2019 due to interest by other companies. Public water and electric utilities are available to this site. However, the nearest public sanitary sewer main is at the intersection of Civic Center Drive and Lakeland Drive NE, about ½ mile west of the property of interest. Preliminary drawings from the City Engineering Department indicate this line could be extended via gravity, but it would be an extension solely for this parcel, as this 2,700 foot extension would not serve the acreage south of the line due to elevations.

As directed during the August 21, 2019 Planning Commission meeting, staff also presented two draft resolution options: a resolution recommending approval of the rezone request and a resolution recommending denial of the rezone request to City Council.

The Planning Commission reviewed and discussed staff comments (see Attachment A). Mr. Frank voiced concern about spot zoning, and the commission expressed the same concern. Staff reminded the Commission that the City Attorney has been briefed with this request and expressed that there is appropriate backing for either decision the Planning Commission may make – approval or denial of the rezone.

Dr. Kjergaard requested clarification of the decision before the Commission. Staff summarized both options based upon the City's 2009 Comprehensive Land Use Plan: approval of this rezone aligns with the Comprehensive Plan by supporting expansion of and new business in town and supports the creation of a commercial node near the Hwy 71 Bypass/Civic Center Drive NE

interchange, while denial of this rezone aligns with the Comprehensive Plan by encouraging development to occur where utilities are available and in places that are contiguous to existing development, providing for cost effective development and smart-growth land use practices.

Mr. Kimpling inquired about connection to sewer and discussed the inability to know exactly what developments will occur in this area in the future. While this parcel may be able to connect to a sewer system South and West of this property in Lakeland Drive NE, that possibility also requires the cooperation between property owners for access to those extensions.

Mr. Frank asked Daniel Tempel if the area restricted due to contamination was visibly marked out on the property. There is a formal legal description that has been created for the area that restrictive covenants exist due to the nature of the contamination, but it is not physically marked on the site. Mr. Sieck reiterated concern of the precedent that approving this rezone would create.

Mr. Tempel reminded the Planning Commission that the Zoning Ordinance provides for alternatives when parcels are unable to be serviced by Sanitary Sewer lines. He also expressed that this rezoning would allow the establishment of a new business in town that fills a need for this type of professional work that has seen a number of retirements recently. Mr. Tempel also presented a letter that was written on April 11, 2008 following the Planning Commission meeting on April 9, 2008 addressing the rezoning of the parcel in the future when a project came forward. This parcel was annexed into the municipal boundary in 2007.

Mr. Frank expressed desire for additional conditions to be a part of the rezoning approval should the City Council choose to approve this rezone. Staff ensured the Commission that the Council would be made aware of these recommendations.

Chairman Gardner requested a consensus from the commissioners and expressed his opinion that the Commission should recommend denial to the City Council.

Dr. Kjergaard made a motion, seconded by Mr. Kimpling to adopt a resolution adopting the proposed findings of fact and recommending denial of rezoning certain property owned by Kandiyohi Power Cooperative from AG to GB.

The Planning Commission requested staff include the additional letter presented by Mr. Tempel at the meeting in the packet for City Council's review, as well as minutes from the April 9, 2008 Planning Commission meeting that discussed the initial rezoning of land from Industrial to Agriculture.

The motion carried unanimously.

4. WYE PROJECT BNSF CONVEYANCE: Staff presented the first land sale that will be closing soon related to the Wye Project. The City's portion of land is being conveyed to BNSF for railroad right-of-way for the planned railway that will run North/South, West of the Industrial park. This conveyance is one of the City's major contributions to the project.

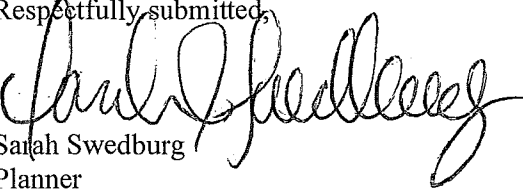
Commissioners inquired about future crossing compliance with BNSF, should the industrial park be facing expansion West of the rail line. Staff mentioned key locations that conduit will be placed underneath the railroad for anticipation of utility expansion in the future.

Mr. Marchand made a motion, seconded by Mr. Sieck to recommend approval of the land conveyance to the City Council.

The motion carried unanimously.

There being no further business to come before the Commission, the meeting adjourned at 8:35 p.m.

Respectfully submitted,



Sarah Swedburg
Planner

PLANNING COMMISSION – SEPTEMBER 4, 2019

STAFF COMMENTS

1. TEMPEL REZONE AG TO GB – FILE NO. 19-04:

- This property owner-initiated request is to rezone land from Ag (Agriculture) to GB (General Business) on property described as: All that portion of the West Half of the Northwest Quarter of the Northeast Quarter of Section 12, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County Minnesota lying Northwesterly of a line drawn parallel with and distant 50 feet Northwesterly of, as measured at right angles to, Burlington Northern Railroad Company's (formerly Great Northern Railway Company's) Main Track centerline, as now located and constructed upon over and across said West Half of the Northwest Quarter of the Northeast Quarter.
- The requested rezone is to allow office/storage use for a new painting and powerwashing company in Willmar, with the potential for mini-storage in the future?
- The surrounding properties are Agriculture to the East, West, and South and Technology to the North.
- A General Business zoning would allow this use outright. A Limited Business zone would allow this use with Plan Review approval from Planning Commission.
- The Comprehensive Land Use Plan envisions the future land use of this area to be residential. However, it is in close proximity to the Hwy 71 Bypass, and there are commercial nodes near the other bypass intersections in the City.
- The Comprehensive Land Use Plan discusses encouragement of orderly expansion of development and public utilities contiguous to existing development, providing for cost effective development and smart-growth land use practices.
- Public water and electric are available to this site. However, the nearest public Sanitary Sewer line is at the intersection of Civic Center Drive and Lakeland Drive. An extension of this line would be able to be made without a lift station, though there would be frost concern at one point in the line. This extension would only service the parcel of interest, as elevations would prohibit this extension from serving the 60 acre parcel to the West. The 60 acre parcel could also be serviced via gravity, but would flow South and West towards Lakeland Drive.

RECOMMENDATION: Review two draft resolutions for the requested rezone, and decide which the Commission would like to forward to City Council for introduction and public hearing.

LG240B Application to Conduct Excluded Bingo

No Fee

ORGANIZATION INFORMATION

Organization Name: Church of St. Mary Previous Gambling Permit Number: XB-04099-18-007

Minnesota Tax ID Number, if any: 8369099 Federal Employer ID Number (FEIN), if any: 41-0711999

Mailing Address: 713-12th St. SW

City: Willmar State: MN Zip: 56201 County: Kandiyohi

Name of Chief Executive Officer (CEO): Fr Steven Verhelst

Daytime Phone: 320-235-0118 Email: FrSteve@OurLivingWater.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternals, Religious (checked), Veterans, Other Nonprofit Organization

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

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

- Current Certificate of Good Standing
Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name (checked)
Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? Yes No (checked)

If yes, list the dates when bingo was conducted:

The proposed bingo event will be: one of four or fewer bingo events held this year. Dates: Sept 29, 2019; Nov. 17, 2019

- conducted on up to 12 consecutive days in connection with a: county fair, civic celebration, Minnesota State Fair

Person in charge of bingo event: Fr Steven Verhelst Daytime Phone: 320 235-0118

Name of premises where bingo will be conducted: Church of St. Mary

Premises street address: 713- SW 12th St -

City: Willmar, MN If township, township name: County: Kandiyohi

LG240B Application to Conduct Excluded Bingo

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

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

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: City of Willmar

Signature of City Personnel:

Judy R. Thompson

Title: City Clerk Date: 9/3/2019

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

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

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: Dr. Steven J. Verhelst Date: 8-27-19
(Signature must be CEO's signature; designee may not sign)

Print Name: FR Steven Verhelst

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call a Licensing Specialist at 651-539-1900.

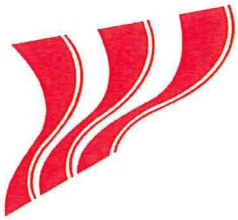
Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES**, or call 651-539-1900.

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 16, 2019
From: Judy R. Thompson, City Clerk	Subject: Consideration of Resolution Declaring Surplus Equipment and Authorizing Sale at Public Auction

AGENDA ITEM: Resolution Declaring Surplus Equipment and Authorizing Sale at Public Auction.

INTRODUCTION/REQUEST: This resolution declares certain equipment and items listed on Exhibit A to the resolution to be surplus to the City’s needs, and authorizes the sale of such listed items at the City’s annual public auction. Sale of such surplus items at a public auction is consistent with the Uniform Municipal Contracting Law, Minn. Stat. § 471.345.

HISTORY: The City has conducted an annual public auction for surplus city equipment and/or unclaimed property that comes into the City’s possession as a routine practice for many years. In 2018, it was determined that the list of equipment or other items to be sold should be approved by the City Council.

CURRENT CIRCUMSTANCE: The 2019 City fall auction is scheduled for October 9, 2019.

RECOMMENDATION: Resolution Declaring Surplus Equipment and Authorizing Sale at Public Auction.

ALTERNATIVES: Do not adopt the resolution and consider alternative method of disposing of surplus items.

RECOMMENDED MOTION: Approve the Resolution Declaring Surplus Equipment and Authorizing Sale at Public Auction.

REVIEWED BY: Brian Gramentz, Interim City Administrator

COUNCIL MEETING DATE: September 16, 2019 X CONSENT AGENDA AGENDA

PURCHASE OF SURPLUS SUPPLIES, MATERIALS, OR EQUIPMENT,
ACKNOWLEDGMENT AND RELEASE AGREEMENT

The City of Willmar, a Minnesota municipal corporation (hereinafter "City"), and
(name) _____, legal bidder number _____
(hereinafter "Buyer"), hereby agree as follows:

1. **Purchase.** Pursuant to Minn. Stat. § 471.345 subdivision 17, City agrees to sell the supplies, materials, or equipment listed in Exhibit A, which is attached and incorporated herein (the "equipment") to the Buyer, and the Buyer accepts the equipment from the City pursuant to the terms and conditions of acceptance set forth below.
2. **Purchase Price.** Buyer agrees to purchase the equipment from the City for a total amount of \$ _____ (the "purchase price"). Buyer agrees to pay the purchase price on **October 9, 2019**.
3. **Possession of Equipment.** Upon execution of this Agreement, Buyer shall be entitled to sole possession of the equipment purchased under this Agreement. It shall be the sole responsibility of Buyer to arrange for any transportation of the equipment to the Buyer's location. The equipment purchased under this agreement must be removed from the public auction site by **October 9, 2019**.
4. **Training.** Buyer acknowledges that Buyer shall be responsible for training its employees, representatives and agents regarding proper use of the equipment, and that the City undertakes no obligation to provide such training as part of the sale of the equipment to Buyer.
5. **As-Is.** The equipment is being sold to Buyer in an "as is" and with "all faults" condition. Buyer hereby acknowledges that Buyer has had adequate opportunity to inspect the equipment prior to purchase. Buyer's acceptance of the equipment shall represent Buyer's acknowledgment and agreement that, except as expressly set forth herein: (i) City has not made any written or oral representation or warranty of any kind with respect to the equipment (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) Buyer has not relied on any written or oral representation or warranty made by City, its agents or employees with respect to the condition or value of the equipment, (iii) Buyer has had an adequate opportunity to inspect the condition of the equipment and to inspect documents applicable thereto, and Buyer is relying solely on such inspection, and (iv) the condition of the equipment is fit for Buyer's intended use. Buyer agrees to accept all risk of claims (including without limitation all claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the equipment, known or unknown, contemplated or un contemplated, suspected or unsuspected.

6. **Release and Indemnity.**

- a. Buyer assumes full responsibility and all risks and liabilities related to the possession and use of the equipment as of the date hereof;
- b. Buyer fully and forever releases, waives and discharges the City, its officers, employees, agents, and elected officials, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from the purchase or use of the equipment;
- c. Buyer agrees to indemnify, defend, and hold harmless the City, , its officers, employees, agents, and elected officials, and to pay any damages, costs or attorney's fees, as a result of any action brought by or against the City, its officers, employees, agents, and elected officials, for any acts, omissions or conduct by Buyer of whatever kind or nature whatsoever, pertaining to the equipment from and after the date hereof.

7. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any PARTY to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Photocopies and facsimile and email transmissions of scanned executed signature pages shall be deemed as originals and sufficient to bind the executing PARTY.

Dated this 9th day of October, 2019.

_____, BUYER

By: _____

Its: _____

CITY OF WILLMAR, MINNESOTA

Judy R. Thompson,

Its: City Clerk

Exhibit A

October 9, 2019, Vehicle Auction List

In accordance with City of Willmar Code 10-30 and Minnesota Statutes 168B.08, the below described property will be sold Wednesday, October 9, 2019, at 10:00 a.m. at the City Storage Lot, located on Highway 40, north of the City of Willmar Department of Public Works Garage.

Year	Make	Style	License Number	Serial Number
2000	Buick	Park Avenue	806VEK	1G4CU5212Y4197337
2007	Ford	Fusion	AYY205	3FAHP01197R157340
2003	Dodge	Stratus		1B3EL36X43N586312
2006	Ford	500	383WTH	1FAHP24196G164723
2001	Dodge	Caravan	231TBU	2B8GP74L41R393995
1998	Dodge	Dakota	273KMU	1B7FL26X2WS719846
2004	Cadillac	SRX	214NBA	1GYEE637840166835
1997	Mitsubishi	Montero	802MCZ	JA4MR41ROVJ002466
2003	Pontiac	Bonneville	577XCK	1G2HX52K434178232
2000	Buick	LeSabre	437UWL	1G4HP54K0YU268408
2003	Pontiac	Grand Prix	629VNR	1G2WP52K03F116127
2001	Dodge	Stratus	CCR425	1B3EJ46U91N691023
2002	Pontiac	Sunfire	158WTH	1G2JB524X27390275
	Chev	Impala		2G1WT58K679308724
2003	Dodge	Caravan	819XHE	1D4GP24323B306896
2009	Nissan	Quest	6ELC023	5N1BV28U39N103583
2006	Pontiac	G6	701WJH	1G2ZF55BX64150426
2006	Chev	Cobalt	955NBA	1G1AK15F467619615
2002	Chrysler	Town & Country	233KZX	2C4GP54L52R578289
2004	Saturn	Ion	313PAP	1G8AJ52F44Z220320
2004	Volkswagen	New Beetle	BVV064	3VWFE31C44M411472
2000	Toyota	Camry	978KBJ	4T1BG22K5YU677009
2007	kawaski	Motorcycle	0HV288	JKAEXMF197DA29585
2005	Buick	Rendezvous	BNF757	3G5DA03E15S543628
2000	Mitsubishi	Eclipse	010TPR	4A3AC34G6YE111247
2004	Kia	Sedona	663XVE	KNDUP131446513682
2006	Ford	Taurus	829TLN	1FAFP53U56A107197
2005	Mazda	Mazda 3	290URL	JM1BK323851221973
2009	Chev	Cobalt	940VXE	1G1AS58H697277206
1994	Egil	Vision	803NDN	2E3ED56T2RH221885
2000	Dodge	Ram	653RBB	3B7KF26Z3YM229404
2004	Chrysler	Pacifica	AW24287	2C8GF68404R334501
2001	Chrysler	300	WZ4643	2C3AE66G01H582583
2000	Chev	Impala	531KBH	2G1WF55E3Y9119584
2003	Nissan	Altima	BNF660	1N4AL11E13C222115
1990	Ford	Ranger	822JJK	1FTCR11X2LUB11618
2006	Chrysler	Pacifica	239MNY	2A4GM484X6R839244
2004	Ford	Freestar	BHH769	2FMZA50604BB27773

NOTICE TO BIDDERS

You are hereby notified that the City of Willmar, its employees and agents, have no information about the condition of the vehicles to be sold on this auction and, accordingly, make no representations or warranties of any kind as to the mechanical condition or condition of the body, frame, tires or any accessories on the vehicle. Each vehicle is sold "as is" without any representations or warranties of any kind and each sale is final. The City of Willmar cannot and will not take back any vehicle or refund any purchase price to any successful bidder.

TIM JOHNSON IS THE AUCTIONEER

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
ALEX AIR APPARATUS INC			002061											
	56790	09/11/19	TACTICAL BOOTS	103.00		INV-40072		D	N				SUBSISTENCE OF P	101.42412.0227
ALLDATA			003472											
	56791	09/11/19	DIAGNOSTICS SUBSCRIP.	179.00		2005010566		D	N				SUBSCRIPTIONS AN	101.43425.0443
AMERIPRIDE LINEN & APPAR			000051											
	56792	09/11/19	TOWEL SERVICE	38.55		2801057770		D	N				CLEANING AND WAS	101.43425.0338
	56792	09/11/19	UNIFORM RENTAL	18.46		2801057770		D	N				RENTS	101.43425.0440
	56792	09/11/19	UNIFORM RENTAL	9.34		2801057773		D	N				RENTS	101.42412.0440
	56792	09/11/19	TOWEL SERVICE	43.22		2801060404		D	N				CLEANING AND WAS	101.43425.0338
	56792	09/11/19	UNIFORM RENTAL	18.46		2801060404		D	N				RENTS	101.43425.0440
	56792	09/11/19	UNIFORM RENTAL	9.34		2801063021		D	N				RENTS	101.42412.0440
	56792	09/11/19	TOWEL SERVICE	59.66		2801065677		D	N				CLEANING AND WAS	101.43425.0338
	56792	09/11/19	UNIFORM RENTAL	17.66		2801065677		D	N				RENTS	101.43425.0440
	56792	09/11/19	UNIFORM RENTAL	8.93		2801065679		D	N				RENTS	101.42412.0440
			VENDOR TOTAL	223.62		*CHECK TOTAL								
				223.62										
ANDERSON LAW OFFICES			002954											
	56793	09/11/19	LEGAL SERVICES-AUG	15,014.65		1796		D	M	07			PROFESSIONAL SER	101.41406.0446
ANDERSON/MICHAEL			001828											
	56794	09/11/19	REPL. CK 56062-FBI TRNG	341.02		061119		D	N				MOTOR FUELS AND	101.42411.0222
	56794	09/11/19	REPL. CK 56062-FBI TRNG	569.47		061119		D	N				TRAVEL-CONF.-SCH	101.42411.0333
	56794	09/11/19	FUEL REIMBURSEMENT	366.40		082719		D	N				MOTOR FUELS AND	101.42411.0222
	56794	09/11/19	PICK UP EQUIP-MEALS	37.00		082719		D	N				SUBSISTENCE OF P	101.42411.0227
			VENDOR TOTAL	1,313.89		*CHECK TOTAL								
				1,313.89										
BAKER TILLY MUNICIPAL AD			003482											
	56795	09/11/19	ARBITRAGE CALCULATIONS	750.00		BTMA1109		D	N				DUE FROM M.U.C.-	295.123006
BARNUM GATE SERVICES INC			003188											
	56796	09/11/19	SERVICE ENTRANCE GATES	117.55		25197		D	N				MTCE. OF OTHER I	651.48484.0226
	56796	09/11/19	SERVICE ENTRANCE GATES	720.00		25197		D	N				MTCE. OF OTHER I	651.48484.0336
			VENDOR TOTAL	837.55		*CHECK TOTAL								
				837.55										
BATTERY WHOLESALE INC			002860											
	56797	09/11/19	CAMCORDER BATTERY	36.50		127088WIL		D	N				GENERAL SUPPLIES	101.42411.0229
	56797	09/11/19	BATTERIES	22.08		127089WIL		D	N				GENERAL SUPPLIES	101.42411.0229
	56797	09/11/19	TRUCK BATTERY	90.54		127246WIL		D	N				MTCE. OF EQUIPME	651.48484.0224
	56797	09/11/19	BATTERIES	178.00		127723WIL		D	N				INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	327.12		*CHECK TOTAL								
				327.12										
BELSON OUTDOORS LLC			.02958											
	56798	09/11/19	PICKLEBALL BENCHES	1,012.03		178155		D	N				FURNITURE AND EQ	450.45432.0552

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CALVIN/MARVIN B														
			001998											
	56806	09/11/19	LMC POD CAST	136.16		090519		D	N				TRAVEL-CONF.-SCH	101.41401.0333
CARD SERVICES			002552											
	56807	09/11/19	FEIKEMA-FAREWELL COFFEE	126.56		080608		D	N				GENERAL SUPPLIES	101.41402.0229
	56807	09/11/19	EMPL POOL PARTY SUPPLIES	50.62		080910		D	N				GENERAL SUPPLIES	101.41400.0229
	56807	09/11/19	EMPL POOL PARTY SUPPLIES	221.16		080910		D	N				GENERAL SUPPLIES	101.41400.0229
	56807	09/11/19	EMPL POOL PARTY SUPPLIES	32.54		081314		D	N				GENERAL SUPPLIES	101.41400.0229
			VENDOR TOTAL	430.88		*CHECK TOTAL								
				430.88										
CARRIS HEALTH			003390											
	56808	09/11/19	FIREFIGHTER PHYSICAL	131.90		3501400613/AUG		D	N				SUBSISTENCE OF P	101.42412.0337
CENTERPOINT ENERGY			000467											
	56809	09/11/19	NATURAL GAS-AUG	16.11		6038773/8-19		D	N				UTILITIES	101.43425.0332
	56809	09/11/19	NATURAL GAS-AUG	56.68		6048932/8-19		D	N				UTILITIES	651.48484.0332
	56809	09/11/19	NATURAL GAS-AUG	104.08		6061271/8-19		D	N				UTILITIES	101.45433.0332
	56809	09/11/19	NATURAL GAS-AUG	16.11		6069198/8-19		D	N				UTILITIES	101.43425.0332
	56809	09/11/19	NATURAL GAS-AUG	916.75		6072309/8-19		D	N				UTILITIES	101.45437.0332
	56809	09/11/19	NATURAL GAS-AUG	56.68		6084836/8-19		D	N				UTILITIES	101.45435.0332
	56809	09/11/19	NATURAL GAS-AUG	1,974.18		6085332/8-19		D	N				UTILITIES	101.45433.0332
	56809	09/11/19	NATURAL GAS-AUG	16.11		6093527/8-19		D	N				UTILITIES	101.43425.0332
			VENDOR TOTAL	3,156.70		*CHECK TOTAL								
				3,156.70										
CHAMBERLAIN OIL CO			000154											
	56810	09/11/19	OIL	648.31		202892		D	N				INVENTORIES-MDSE	101.125000
	56810	09/11/19	DRUM RETURN	20.00	CR	202892		D	N				INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	628.31		*CHECK TOTAL								
				628.31										
CHARTER COMMUNICATIONS			000736											
	56811	09/11/19	PHONE SERV-SEP	184.97		0438138090219		D	N				COMMUNICATIONS	101.41409.0330
CONCORDE BANK			002887											
	56812	09/11/19	2013 HOSP REV BOND-I	2,060.43		090419		D	N				INTEREST	350.47402.0444
CORNERSTONE OF WILLMAR I			002164											
	56813	09/11/19	REPL. NORTH ENTRANCE D	3,165.00		2802		D	N				MTCE. OF STRUCTU	101.43425.0335
CROW CHEMICAL & LIGHTING			000186											
	56814	09/11/19	KLEENEX/HAND TOWELS	244.50		15305		D	N				GENERAL SUPPLIES	651.48484.0229
DEPT OF HUMAN SERVICES			000009											
	56815	09/11/19	CLEANING SERVICES-JUL	150.00		00000560531		D	N				CLEANING AND WAS	101.45435.0338
DEPT OF HUMAN SERVICES			002914											
	56816	09/11/19	ECPN PAYMENT-OCT	9,411.73		00000563285		D	N				OTHER CHARGES	101.41428.0449

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
GOVERNMENT BRANDS SHARED			003420											
			VENDOR TOTAL	10,450.00										
				10,450.00										
GRAINGER INC			000786											
56837	09/11/19		PARTS FOR NEW PUMP	205.29		9235463479		D	N				FURNITURE AND EQ	651.48485.0552
56837	09/11/19		PARTS FOR NEW PUMP	131.18		9236631611		D	N				FURNITURE AND EQ	651.48485.0552
			VENDOR TOTAL	336.47										
				336.47										
GRAMENTZ/BRIAN			003501											
56838	09/11/19		MILEAGE 8/25-8/29	117.16		083019		D	N				TRAVEL-CONF.-SCH	101.41400.0333
56838	09/11/19		LODGING 8/25-8/29	437.08		083019		D	N				TRAVEL-CONF.-SCH	101.41400.0333
56838	09/11/19		MILEAGE 9/8-9/11	102.66		091119		D	N				TRAVEL-CONF.-SCH	101.41400.0333
56838	09/11/19		LODGING 9/8-9/11	327.81		091119		D	N				TRAVEL-CONF.-SCH	101.41400.0333
			VENDOR TOTAL	984.71										
				984.71										
GRAND RENTAL STATION			001887											
56839	09/11/19		AERATOR TINES	673.48		1-557272		D	N				MTCE. OF EQUIPME	101.43425.0224
56839	09/11/19		GRINDER RENTAL	495.06		1-557274		D	N				RENTS	101.45433.0440
			VENDOR TOTAL	1,168.54										
				1,168.54										
GREEN LEAF SWEET CORN			.02959											
56840	09/11/19		SIGN DEPOSIT REF 2019-21	20.00		2019-21		D	N				DEPOSITS-SIGN PE	101.230001
GREENSPRING MEDIA GROUP			001504											
56841	09/11/19		FALL BUCKET LIST AD	300.00		2019-37154		D	N				OTHER CHARGES	208.45010.0449
GRIZZLY INDUSTRIAL INC			002087											
56842	09/11/19		50-TON HYDRAULIC PRESS	919.00		9759305-01		D	N				SMALL TOOLS	651.48484.0221
HARTLAND OFFICIALS ASSOC			002608											
56843	09/11/19		BASKETBALL OFFICIALS	293.00		090619		D	N				PROFESSIONAL SER	101.45432.0446
56843	09/11/19		SOFTBALL OFFICIALS	1,495.00		090619		D	N				PROFESSIONAL SER	101.45432.0446
			VENDOR TOTAL	1,788.00										
				1,788.00										
HAUG IMPLEMENT CO - JOHN			000324											
56844	09/11/19		#112619-HYD. FILTERS	144.65		326050		D	N				INVENTORIES-MDSE	101.125000
56844	09/11/19		#112619-HYD. FLUID/FLTR	352.90		327684		D	N				INVENTORIES-MDSE	101.125000
56844	09/11/19		#125025-BATTERY	162.97		327874		D	N				INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	660.52										
				660.52										
HAUG-KUBOTA LLC			002609											
56845	09/11/19		GEAR BOX	259.00		K 4901		D	N				MTCE. OF EQUIPME	101.43425.0224

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
HAUG-KUBOTA LLC				002609											
	56845	09/11/19		MOWER BLADES	469.80		13586		D	N				INVENTORIES-MDSE	101.125000
	56845	09/11/19		MOWER CAB MODIFIC. PARTS	710.41		13594		D	N				MTCE. OF EQUIPME	101.43425.0224
	56845	09/11/19		MOWER BLADES	52.20		13635		D	N				INVENTORIES-MDSE	101.125000
	56845	09/11/19		#192657-TIE ROD END	138.57		13636		D	N				INVENTORIES-MDSE	101.125000
	56845	09/11/19		MOWER BLADES/FUEL FLTRS	66.50		13637		D	N				INVENTORIES-MDSE	101.125000
	56845	09/11/19		#152201-SPRING/BELT	112.66		13729		D	N				INVENTORIES-MDSE	101.125000
	56845	09/11/19		#152201-WHEEL PARTS	85.89		13787		D	N				INVENTORIES-MDSE	101.125000
	56845	09/11/19		#152201-BUSHINGS/SPACERS	52.19		13824		D	N				INVENTORIES-MDSE	101.125000
	56845	09/11/19		#192651-MOWER DECK PARTS	535.49		13878		D	N				INVENTORIES-MDSE	101.125000
	56845	09/11/19		HYD. PARTS	358.00		13879		D	N				INVENTORIES-MDSE	101.125000
	56845	09/11/19		#192651-MOWER DECK PARTS	51.67		13894		D	N				INVENTORIES-MDSE	101.125000
	56845	09/11/19		AIR FILTERS	244.56		13954		D	N				INVENTORIES-MDSE	101.125000
	56845	09/11/19		DECK MOUNTS	24.24		14048		D	N				INVENTORIES-MDSE	101.125000
				VENDOR TOTAL	3,161.18		*CHECK TOTAL								
					3,161.18										
HAWKINS INC				000325											
	56846	09/11/19		FERRIC CHLORIDE	5,103.18		4565333		D	N				GENERAL SUPPLIES	651.48484.0229
	56846	09/11/19		FERRIC CHLORIDE	5,126.72		4570536		D	N				GENERAL SUPPLIES	651.48484.0229
	56846	09/11/19		FERRIC CHLORIDE	5,118.16		4572299		D	N				GENERAL SUPPLIES	651.48484.0229
				VENDOR TOTAL	15,348.06		*CHECK TOTAL								
					15,348.06										
HEARTLAND SECURITY SERVI				002374											
	56847	09/11/19		ALARM SERVICE CALL	235.00		584632		D	N				MTCE. OF STRUCTU	101.42412.0335
HIGH POINT NETWORKS INC				002299											
	56848	09/11/19		MICROSOFT TABLET	1,728.00		137244		D	N				SMALL TOOLS	651.48484.0221
	56848	09/11/19		2020 SERVER MONITOR LIC.	917.00		137464		D	N				PREPAID EXPENSES	101.128000
	56848	09/11/19		2019 SERVER MONITOR LIC.	458.00		137464		D	N				LICENSES AND TAX	101.41409.0445
	56848	09/11/19		DOAC FIREWALL SETUP	366.00		137516		D	N				PROFESSIONAL SER	101.41409.0446
	56848	09/11/19		CIVIC CNTR FIREWALL-SEP	142.00		137583		D	N				SUBSCRIPTIONS AN	101.41409.0443
	56848	09/11/19		AIRPORT FIREWALL-SEP	219.00		137583		D	N				SUBSCRIPTIONS AN	101.41409.0443
	56848	09/11/19		COMM. CNTR FIREWALL-SEP	240.00		137590		D	N				SUBSCRIPTIONS AN	101.41409.0443
	56848	09/11/19		PUB. WORKS FIREWALL-SEP	193.00		137592		D	N				SUBSCRIPTIONS AN	101.41409.0443
	56848	09/11/19		ANTIVIRUS SUBSCRIP.-SEP	586.95		137804		D	N				SUBSCRIPTIONS AN	101.41409.0443
	56848	09/11/19		DOAC FIREWALL-SEP	125.00		137962		D	N				SUBSCRIPTIONS AN	101.41409.0443
				VENDOR TOTAL	4,974.95		*CHECK TOTAL								
					4,974.95										
HILLYARD\HUTCHINSON				000333											
	56849	09/11/19		HAND TOWELS	44.50		603552531		D	N				GENERAL SUPPLIES	101.41408.0229
	56849	09/11/19		CLEANING SUPPLIES	72.74		603554650		D	N				CLEANING AND WAS	101.45435.0228
	56849	09/11/19		TOILET TISSUE/HAND TWLS	178.30		603554650		D	N				GENERAL SUPPLIES	101.45435.0229
	56849	09/11/19		CLEANING SUPPLIES	99.40		603556303		D	N				CLEANING AND WAS	101.45433.0228
	56849	09/11/19		CLEANING SUPPLIES	1,914.80		603565609		D	N				CLEANING AND WAS	101.45433.0228
	56849	09/11/19		TOILET TISSUE/HAND TWLS	204.48		603577604		D	N				GENERAL SUPPLIES	101.41408.0229
	56849	09/11/19		TOILET TISSUE/HAND TWLS	204.48		603577604		D	N				GENERAL SUPPLIES	101.45427.0229

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
HILLYARD\HUTCHINSON			000333											
	56849	09/11/19	RETURNED CLEANING SUPPL.	208.10	CR	800416030		D	N				CLEANING AND WAS	101.45435.0228
				2,510.60										
			VENDOR TOTAL	2,510.60										
HOFFMAN FILTER SERVICE			000335											
	56850	09/11/19	FILTER RECYCLING	55.00		84035		D	N				CLEANING AND WAS	101.43425.0338
HOME DEPOT CREDIT SERVIC			000058											
	56851	09/11/19	STEEL TARGET STAND/PAINT	41.49		514217		D	N				GENERAL SUPPLIES	101.42411.0229
HOME STATE BANK			003067											
	56852	09/11/19	2013 HOSP REV BOND-I	4,807.05		090319		D	N				INTEREST	350.47402.0444
HORIZON COMMERCIAL POOL			003075											
	56853	09/11/19	POOL CHEMICALS	719.08		190729160		D	N				GENERAL SUPPLIES	101.45437.0229
HUMANE SOCIETY OF KANDIY			002110											
	56854	09/11/19	ANIMAL CARE SERV-3RD Q	9,700.00		8750		D	N				OTHER SERVICES	101.42411.0339
IN CONTROL INC			002486											
	56855	09/11/19	FIREWALL INSTALLATION	1,623.00		19010NB01		D	N				PROFESSIONAL SER	651.48484.0446
JAGUSH/JEFFREY			003037											
	56856	09/11/19	MILEAGE 7/1-9/6/19	34.80		091019		D	N				TRAVEL-CONF.-SCH	101.43425.0333
	56856	09/11/19	MILEAGE 7/1-9/6/19	1.74		091019		D	N				TRAVEL-CONF.-SCH	101.45427.0333
	56856	09/11/19	MILEAGE 7/1-9/6/19	6.38		091019		D	N				TRAVEL-CONF.-SCH	101.45435.0333
	56856	09/11/19	MILEAGE 7/1-9/6/19	103.82		091019		D	N				TRAVEL-CONF.-SCH	651.48484.0333
				146.74										
			VENDOR TOTAL	146.74										
JIMENEZ/GERARDO			.02930											
	56857	09/11/19	REF. OVER CHARGE-TOWING	30.00		090319		D	N				REFUNDS AND REIM	101.41428.0882
JOHANNECK WTR CONDITIONI			003355											
	56858	09/11/19	COOLER RENTAL	1.00		CR1711-3-049		D	N				RENTS	651.48484.0440
	56858	09/11/19	COOLER RENTAL	2.00		CR1711-3-061		D	N				RENTS	651.48484.0440
	56858	09/11/19	COOLER RENTAL	1.00		ER1801-3-020		D	N				RENTS	101.41408.0440
	56858	09/11/19	R.O. SYSTEM RENTAL	36.00		ER1801-3-020		D	N				RENTS	101.41408.0440
	56858	09/11/19	DRINKING WATER	42.00		57423		D	N				GENERAL SUPPLIES	651.48484.0229
	56858	09/11/19	DRINKING WATER	24.00		57542		D	N				GENERAL SUPPLIES	651.48484.0229
	56858	09/11/19	DRINKING WATER	34.00		57640		D	N				GENERAL SUPPLIES	651.48484.0229
	56858	09/11/19	LAB WATER	40.00		57922		D	N				GENERAL SUPPLIES	651.48484.0229
	56858	09/11/19	LAB WATER	44.00		58168		D	N				GENERAL SUPPLIES	651.48484.0229
				224.00										
			VENDOR TOTAL	224.00										
KENSINGTON BANK			003068											
	56859	09/11/19	2013 HOSP REV BOND-I	6,868.39		090319		D	N				INTEREST	350.47402.0444

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MARCO TECHNOLOGIES LLC			000437											
	56872	09/11/19	HP COLOR LASERJET PRNTR	900.00		INV6708006		D	N				SMALL TOOLS	101.41409.0221
MENARDS			000449											
	56873	09/11/19	WOOD/SCREWS	52.50		81724		D	N				MTCE. OF STRUCTU	101.45433.0225
	56873	09/11/19	ELECTRICAL PARTS	18.98		83076		D	N				MTCE. OF EQUIPME	101.45433.0224
	56873	09/11/19	DOOR CLOSER	59.99		83076		D	N				MTCE. OF STRUCTU	101.45433.0225
	56873	09/11/19	LAWN REPAIR KIT	6.79		83135		D	N				GENERAL SUPPLIES	101.45435.0229
	56873	09/11/19	LAWN MOWER REPAIR KIT	6.79		83135		D	N				MTCE. OF EQUIPME	101.45435.0224
	56873	09/11/19	PUMP SUPPLIES	8.87		83148		D	N				GENERAL SUPPLIES	651.48485.0229
	56873	09/11/19	PUMP SUPPLIES	70.07		83152		D	N				GENERAL SUPPLIES	651.48485.0229
	56873	09/11/19	PIPE CUTTER	21.68		83337		D	N				SMALL TOOLS	101.43425.0221
	56873	09/11/19	POOL CHEMICALS	162.71		83344		D	N				GENERAL SUPPLIES	101.45437.0229
	56873	09/11/19	PUMP SUPPLIES	41.88		83348		D	N				GENERAL SUPPLIES	651.48485.0229
	56873	09/11/19	10" GROOVE JOINT PLIER	12.99		83353		D	N				SMALL TOOLS	101.45427.0221
	56873	09/11/19	SINK DRAIN ASSEMBLY	57.44		83353		D	N				SMALL TOOLS	101.45427.0221
	56873	09/11/19	AIR ANALYZER	19.97		83403		D	N				SMALL TOOLS	651.48485.0221
	56873	09/11/19	STORAGE TOTES	50.67		83457		D	N				GENERAL SUPPLIES	101.45437.0229
	56873	09/11/19	PAINTING SUPPLIES	101.56		83469		D	N				GENERAL SUPPLIES	101.45433.0229
	56873	09/11/19	#126466-SWITCHES	17.16		83485		D	N				INVENTORIES-MDSE	101.125000
	56873	09/11/19	GLUE/SPRAY PAINT	17.85		83494		D	N				GENERAL SUPPLIES	101.43425.0229
	56873	09/11/19	CARPET CLEANER	3.49		83543		D	N				CLEANING AND WAS	101.45435.0228
	56873	09/11/19	HOSE NOZZLE	4.49		83543		D	N				GENERAL SUPPLIES	101.45435.0229
	56873	09/11/19	ELECTRICAL PARTS	41.96		83601		D	N				MTCE. OF EQUIPME	101.45433.0224
	56873	09/11/19	SANDING BELTS	18.84		83601		D	N				GENERAL SUPPLIES	101.45433.0229
	56873	09/11/19	PRESSURE WASHER PARTS	40.93		83611		D	N				MTCE. OF EQUIPME	101.43425.0224
	56873	09/11/19	PIPE PLUGS-SPERRY COURTS	64.72		83791		D	N				MTCE. OF OTHER I	101.43425.0226
	56873	09/11/19	CSO GLOVES	21.98		83798		D	N				SUBSISTENCE OF P	101.42411.0227
	56873	09/11/19	PAINT FOR SHOP DOOR	43.84		83800		D	N				MTCE. OF STRUCTU	101.43425.0225
	56873	09/11/19	POOL EQUIPMENT PARTS	43.14		83851		D	N				MTCE. OF EQUIPME	101.45437.0224
	56873	09/11/19	BAKER DRAIN TILE	6.98		83925		D	N				MTCE. OF OTHER I	101.43425.0226
	56873	09/11/19	NUT DRIVER SET	7.16		83980		D	N				SMALL TOOLS	651.48484.0221
	56873	09/11/19	CABLE TIES/DUCT TAPE	28.76		83980		D	N				GENERAL SUPPLIES	651.48484.0229
			VENDOR TOTAL	1,054.19										
													*CHECK TOTAL	
				1,054.19										
MILLER SANITATION			002936											
	56874	09/11/19	GARBAGE SERVICE-SEP	154.50		1298/9-19		D	N				CLEANING AND WAS	101.45433.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	56.40		1298/9-19		D	N				CLEANING AND WAS	101.45433.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	52.70		1300/9-19		D	N				CLEANING AND WAS	101.42412.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	64.74		1301/9-19		D	N				CLEANING AND WAS	101.41408.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	64.74		1301/9-19		D	N				CLEANING AND WAS	101.45427.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	251.31		1302/9-19		D	N				CLEANING AND WAS	101.43425.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	24.35		1303/9-19		D	N				CLEANING AND WAS	651.48484.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	48.67		1304/9-19		D	N				CLEANING AND WAS	651.48484.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	161.04		1304/9-19		D	N				CLEANING AND WAS	651.48484.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	49.68		1305/9-19		D	N				CLEANING AND WAS	101.45435.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	91.00		1378/9-19		D	N				CLEANING AND WAS	101.43425.0338

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MILLER SANITATION 002936														
	56874	09/11/19	GARBAGE SERVICE-SEP	846.00		1379/9-19		D	N				CLEANING AND WAS	101.43425.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	33.84		1379/9-19		D	N				CLEANING AND WAS	101.43425.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	70.50		1379/9-19		D	N				CLEANING AND WAS	101.43425.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	33.84		1379/9-19		D	N				CLEANING AND WAS	101.43425.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	33.84		1379/9-19		D	N				CLEANING AND WAS	101.43425.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	352.50		1388/9-19		D	N				CLEANING AND WAS	101.43425.0338
	56874	09/11/19	GARBAGE SERVICE-SEP	105.13		1456/9-19		D	N				CLEANING AND WAS	101.45437.0338
			VENDOR TOTAL	2,494.78		*CHECK TOTAL								
				2,494.78										
MILLS AUTOMOTIVE GROUP 000432														
	56875	09/11/19	#121380-OIL COOLER LINES	66.03		4751466		D	N				INVENTORIES-MDSE	101.125000
	56875	09/11/19	#171174-PANEL/MOULding	43.80		4771065		D	N				INVENTORIES-MDSE	101.125000
	56875	09/11/19	#125795-DUST CAP	9.65		4779247		D	N				INVENTORIES-MDSE	101.125000
	56875	09/11/19	#066412-MIRROR	32.20		4780150		D	N				INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	151.68		*CHECK TOTAL								
				151.68										
MINI BIFF LLC 001805														
	56876	09/11/19	TOILET RENTALS	79.05		A-108683		D	N				RENTS	101.43425.0440
	56876	09/11/19	TOILET RENTALS	79.05		A-108684		D	N				RENTS	101.43425.0440
	56876	09/11/19	TOILET RENTALS	79.05		A-108711		D	N				RENTS	101.43425.0440
			VENDOR TOTAL	237.15		*CHECK TOTAL								
				237.15										
MN MAYORS ASSN 000502														
	56877	09/11/19	2020 MEMBERSHIP DUES	20.00		090919		D	N				PREPAID EXPENSES	101.128000
	56877	09/11/19	2019 MEMBERSHIP DUES	10.00		090919		D	N				SUBSCRIPTIONS AN	101.41401.0443
			VENDOR TOTAL	30.00		*CHECK TOTAL								
				30.00										
MUNICIPAL UTILITIES 000541														
	56878	09/11/19	UTILITIES FOR AUG	3,019.65		8/19		D	N				UTILITIES	101.41408.0332
	56878	09/11/19	UTILITIES FOR AUG	6,186.62		8/19		D	N				UTILITIES	101.43425.0332
	56878	09/11/19	UTILITIES FOR AUG	402.47		8/19		D	N				UTILITIES	101.45001.0332
	56878	09/11/19	UTILITIES FOR AUG	1,597.15		8/19		D	N				UTILITIES	101.45427.0332
	56878	09/11/19	UTILITIES FOR AUG	14,364.46		8/19		D	N				UTILITIES	101.45433.0332
	56878	09/11/19	UTILITIES FOR AUG	1,441.72		8/19		D	N				UTILITIES	101.45435.0332
	56878	09/11/19	UTILITIES FOR AUG	2,716.95		8/19		D	N				UTILITIES	101.45437.0332
	56878	09/11/19	UTILITIES FOR AUG	24.61		8/19		D	N				UTILITIES	230.43430.0332
	56878	09/11/19	UTILITIES FOR AUG	886.52		8/19		D	N				UTILITIES	651.48484.0332
	56878	09/11/19	UTILITIES FOR AUG	6,109.35		8/19		D	N				UTILITIES	651.48485.0332
	56878	09/11/19	WATER MAIN PROJECT	33,529.86		892		D	N				MTCE. OF OTHER I	101.43425.0336
			VENDOR TOTAL	70,279.36		*CHECK TOTAL								
				70,279.36										
MVTL LABORATORIES INC 000544														
	56879	09/11/19	LAB TESTING	45.00		992802		D	N				PROFESSIONAL SER	651.48484.0446

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MVTL LABORATORIES INC														
			000544											
	56879	09/11/19	LAB TESTING	2,329.50		993698		D	N				PROFESSIONAL SER	651.48486.0446
	56879	09/11/19	LAB TESTING	45.00		993699		D	N				PROFESSIONAL SER	651.48484.0446
			VENDOR TOTAL	2,419.50		*CHECK TOTAL								
				2,419.50										
MVTV WIRELESS			003372											
	56880	09/11/19	AIRPORT INTERNET-SEP	162.95		11699-20190901		D	N				COMMUNICATIONS	101.41409.0330
NAPA CENTRAL MN			000249											
	56881	09/11/19	MOWER PARTS	27.11		341-814422		D	N				MTCE. OF EQUIPME	101.45433.0224
NELSON INTERNATIONAL			000568											
	56882	09/11/19	#088959-MIRROR	56.08		X101056311:01		D	N				INVENTORIES-MDSE	101.125000
	56882	09/11/19	#186884-BRAKE SHOES	113.28		X101057063:01		D	N				INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	169.36		*CHECK TOTAL								
				169.36										
NORTHERN BUSINESS PRODUC			002322											
	56883	09/11/19	OFFICE SUPPLIES	101.98		429241-0		D	N				OFFICE SUPPLIES	101.42411.0220
NORTHERN STATES SUPPLY			000585											
	56884	09/11/19	TRAFFIC PAINT	55.30		10-574648		D	N				GENERAL SUPPLIES	101.43425.0229
	56884	09/11/19	PLIERS	46.74		10-574739		D	N				SMALL TOOLS	101.43425.0221
	56884	09/11/19	SAW BLADES	24.15		10-574801		D	N				SMALL TOOLS	101.43425.0221
	56884	09/11/19	HOLE SAWS	179.99		10-574862		D	N				SMALL TOOLS	101.45433.0221
	56884	09/11/19	UTILITY KNIFE/BLADES	30.85		10-574961		D	N				SMALL TOOLS	101.43425.0221
	56884	09/11/19	2 GREASE GUNS	119.98		10-575076		D	N				SMALL TOOLS	101.43425.0221
	56884	09/11/19	SAFETY HAT	14.09		1353943		D	N				SUBSISTENCE OF P	101.43425.0227
	56884	09/11/19	BOLTS	20.95		1354034		D	N				MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	492.05		*CHECK TOTAL								
				492.05										
OASIS AERO INC			003286											
	56885	09/11/19	AIRPORT MGMT CNTRCT-AU	4,000.00		2616		D	N				PROFESSIONAL SER	230.43430.0446
PERKINS LUMBER CO INC			000604											
	56886	09/11/19	NAILS FOR BLA WALL	28.49		1907-023099		D	N				MTCE. OF STRUCTU	101.45433.0225
	56886	09/11/19	STORM SEWER REPAIR PARTS	14.97		1907-023674		D	N				MTCE. OF OTHER I	101.43425.0226
	56886	09/11/19	PARK SHLTR MTCE-PARTS	74.80		1907-023727		D	N				MTCE. OF STRUCTU	101.43425.0225
	56886	09/11/19	REROD/MAT'L-CONCRETE PAD	215.96		1907-025872		D	N				MTCE. OF STRUCTU	101.42412.0225
	56886	09/11/19	EXPANSION JOINTS	42.00		1907-025947		D	N				MTCE. OF STRUCTU	101.42412.0225
	56886	09/11/19	REROD/EXPANSION JOINTS	125.07		1907-026856		D	N				MTCE. OF STRUCTU	101.42412.0225
	56886	09/11/19	REPL. 17 POOL CHAIRS	985.83		1907-027077		D	N				MTCE. OF EQUIPME	101.45437.0224
			VENDOR TOTAL	1,487.12		*CHECK TOTAL								
				1,487.12										
PEST PRO II			001968											
	56887	09/11/19	PEST CONTROL SERVICES	37.00		26774		D	N				PROFESSIONAL SER	101.45435.0446

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
PLUMBING & HEATING OF WI			000618											
	56888	09/11/19	SERVICE POOL HTR-LABOR	90.00		26828		D	N				MTCE. OF EQUIPME	101.45437.0334
PRAHL/DONOVAN			.02954											
	56889	09/11/19	REF. TENNIS TOURNAMENT	40.00		082819		D	N				REFUNDS AND REIM	101.41428.0882
PREMIUM WATERS INC			000374											
	56890	09/11/19	DRINKING WATER	162.25		527119/7-19		D	N				SUBSISTENCE OF P	101.45437.0227
REKEDAL/DENISE			.02955											
	56891	09/11/19	REF. TENNIS TOURNAMENT	20.00		082819		D	N				REFUNDS AND REIM	101.41428.0882
REKEDAL/ERIN			.02956											
	56892	09/11/19	REF. TENNIS TOURNAMENT	20.00		082819		D	N				REFUNDS AND REIM	101.41428.0882
RICE HOSPITAL/CARRIS HEA			001166											
	56893	09/11/19	DRAW CHG-CASE 19010474	37.96		13790		D	N				PROFESSIONAL SER	101.42411.0446
	56893	09/11/19	DRAW CHG-CASE 19011080	37.96		13790		D	N				PROFESSIONAL SER	101.42411.0446
	56893	09/11/19	DRAW CHG-CASE 19011384	37.96		13790		D	N				PROFESSIONAL SER	101.42411.0446
	56893	09/11/19	DRAW CHG-CASE 19012002	37.96		13790		D	N				PROFESSIONAL SER	101.42411.0446
			VENDOR TOTAL	151.84		*CHECK TOTAL								
ROSENAU/TANYA			.02113											
	56894	09/11/19	MILEAGE-DELIVER GUIDES	35.38		090319		D	N				OTHER CHARGES	208.45010.0449
RUNNING'S SUPPLY INC			001418											
	56895	09/11/19	CONCRETE BOOTS/GLOVES	115.92		4835497		D	N				SUBSISTENCE OF P	101.43425.0227
	56895	09/11/19	STORAGE BINS	25.99		4839137		D	N				SMALL TOOLS	101.43425.0221
	56895	09/11/19	3/8" RATCHET	13.79		4839349		D	N				SMALL TOOLS	101.45435.0221
	56895	09/11/19	#95K495-FUEL FITTING	6.99		4841288		D	N				INVENTORIES-MDSE	101.125000
	56895	09/11/19	DUST PAN	14.97		4842007		D	N				SMALL TOOLS	101.43425.0221
	56895	09/11/19	DOG FOOD/TOY	131.97		4842829		D	N				GENERAL SUPPLIES	101.42411.0229
	56895	09/11/19	REPL. 18" SPRAY GUN	24.99		4845221		D	N				MTCE. OF EQUIPME	101.43425.0224
	56895	09/11/19	STORM SWR REPAIR-MAT'L	43.91		4850837		D	N				MTCE. OF OTHER I	101.43425.0226
	56895	09/11/19	DOG FOOD	58.99		4851421		D	N				GENERAL SUPPLIES	101.42411.0229
	56895	09/11/19	PUMP FITTINGS	17.48		4855624		D	N				GENERAL SUPPLIES	651.48485.0229
			VENDOR TOTAL	455.00		*CHECK TOTAL								
SCHAEFBAUER/SAMUEL			003210											
	56896	09/11/19	FUEL REIMB.-SWAT SCHOOL	42.46		082819		D	N				MOTOR FUELS AND	101.42411.0222
SCHWANKE TRACTOR & TRUCK			000681											
	56897	09/11/19	GENERATOR PARTS	150.00		6232		D	N				INVENTORIES-MDSE	101.125000
SEUBERT/DAVE			.02570											
	56898	09/11/19	REFUND BASEBALL	75.00		082719		D	N				REFUNDS AND REIM	101.41428.0882

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
SHORT ELLIOT HENDRICKSON			001987											
	56899	09/11/19	MISC TRAFFIC SERVICES	1,786.67		368008		D	N				PROFESSIONAL SER	101.43417.0446
SMEBY/ROSS			002570											
	56900	09/11/19	MILEAGE 8/1-8/31/19	56.26		090419		D	N				TRAVEL-CONF.-SCH	101.41409.0333
STACY'S NURSERY INC			000706											
	56901	09/11/19	GRASS SEED	62.50		14738		D	N				MTCE. OF OTHER I	101.43425.0226
STATEWIDE DISTRIBUTING I			000718											
	56902	09/11/19	CLEANING SUPPLIES	28.00		205041		D	N				CLEANING AND WAS	230.43430.0228
STERLING WATER-MINNESOTA			000188											
	56903	09/11/19	SOFTENER RENTAL-SEP	18.50		01454495/8-19		D	N				RENTS	101.41408.0440
SUNSET LAW ENFORCEMENT			.02957											
	56904	09/11/19	AMMUNITION	1,104.00		0003124		D	N				GENERAL SUPPLIES	101.42411.0229
SURPLUS WAREHOUSE INC			000728											
	56905	09/11/19	#995536-WINCH FOR TRLR	109.98		2896		D	N				INVENTORIES-MDSE	101.125000
TITAN MACHINERY			003375											
	56906	09/11/19	#185168-CUTTING EDGE	462.05		12768169		D	N				INVENTORIES-MDSE	101.125000
TOWMASTER			002674											
	56907	09/11/19	CONTROL VALVE	509.74		419530		D	N				INVENTORIES-MDSE	101.125000
TUSKA/SCOTT			003532											
	56908	09/11/19	AERIAL 360 PANORAMAS	1,750.00		400		D	M	07			ADVERTISING	208.45012.0447
UNITED PRAIRIE BANK			003324											
	56909	09/11/19	2013 HOSP REV BOND-I	46,013.73		090419		D	N				INTEREST	350.47402.0444
US BANK			000264											
	56910	09/11/19	#157 GO IMP BOND-SC	500.00		5472400		D	N				OTHER CHARGES	310.47100.0449
US BANK EQUIPMENT FINANC			003143											
	56911	09/11/19	COPIER LEASE-SEP	158.34		393403928		D	N				RENTS	101.42412.0440
	56911	09/11/19	COPIER LEASE-SEP	165.48		393464425		D	N				RENTS	651.48484.0440
	56911	09/11/19	COPIER SCANNING SOFTWARE	115.50		394186621		D	N				SUBSCRIPTIONS AN	101.41410.0443
				439.32										
			VENDOR TOTAL	439.32										
						*CHECK TOTAL								
USA BLUE BOOK			001258											
	56912	09/11/19	PARTS FOR NEW PUMP	542.34		951585		D	N				FURNITURE AND EQ	651.48485.0552
VAZQUEZ/MARCO			003130											
	56913	09/11/19	CHILD PROTECTION INVEST.	42.00		082919		D	N				TRAVEL-CONF.-SCH	101.42411.0333

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
WEST CENTRAL COMMUNICATI			000796											
	56914	09/11/19	SIREN MTCE-LABOR	250.00		088285S		D	N				CIVIL DEFENSE	101.42428.0809
WILLMAR AUTO VALUE			002689											
	56915	09/11/19	SHOP SUPPLIES/HYD. HOSES	510.00		22315552		D	N				GENERAL SUPPLIES	101.43425.0229
	56915	09/11/19	#183429-HITCH/2" BALL	303.95		22315603		D	N				INVENTORIES-MDSE	101.125000
	56915	09/11/19	SHOP SUPPLIES	32.76		22316344		D	N				GENERAL SUPPLIES	101.43425.0229
	56915	09/11/19	ANTIFREEZE	29.98		22316695		D	N				INVENTORIES-MDSE	101.125000
	56915	09/11/19	#130012-HYD. HOSE	103.82		22317223		D	N				INVENTORIES-MDSE	101.125000
	56915	09/11/19	#115439-IGNITION PARTS	110.82		22317501		D	N				INVENTORIES-MDSE	101.125000
	56915	09/11/19	#115439-FUEL INJECTOR	58.63		22317577		D	N				INVENTORIES-MDSE	101.125000
	56915	09/11/19	COMPRESSION TEST TOOL	32.99		22317907		D	N				SMALL TOOLS	101.43425.0221
	56915	09/11/19	HYD. FITTINGS	47.36		22318262		D	N				INVENTORIES-MDSE	101.125000
	56915	09/11/19	SHOP SUPPLIES	159.96		22318262		D	N				GENERAL SUPPLIES	101.43425.0229
	56915	09/11/19	HYD. FITTINGS	15.38		22318267		D	N				INVENTORIES-MDSE	101.125000
	56915	09/11/19	BRAKE CALIPER	13.99		22318457		D	N				GENERAL SUPPLIES	101.43425.0229
	56915	09/11/19	#186897-BATTERY	156.99		22318497		D	N				INVENTORIES-MDSE	101.125000
	56915	09/11/19	#022446-GROMMET	2.98		22318604		D	N				MTCE. OF EQUIPME	101.42412.0334
	56915	09/11/19	HYD. FITTINGS	22.98		22318608		D	N				INVENTORIES-MDSE	101.125000
	56915	09/11/19	HYD. FITTINGS	92.10		22318627		D	N				INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	1,694.69										
													*CHECK TOTAL	
WILLMAR CHAMBER OF COMME			000812											
	56916	09/11/19	DIRECTOR SALARY	5,636.26		STMT/8-19		D	N				SALARIES-REG. EM	208.45005.0110
	56916	09/11/19	ASSISTANT SALARY	2,764.08		STMT/8-19		D	N				SALARIES-REG. EM	208.45005.0110
	56916	09/11/19	FICA & INSURANCE	1,881.69		STMT/8-19		D	N				EMPLOYER PENSION	208.45005.0113
	56916	09/11/19	IRA CONTRIBUTION	252.24		STMT/8-19		D	N				EMPLOYER PENSION	208.45005.0113
	56916	09/11/19	PHOTO COPIES-AUG	19.96		STMT/8-19		D	N				OFFICE SUPPLIES	208.45005.0220
	56916	09/11/19	PAYROLL/FLEX FEE	87.00		STMT/8-19		D	N				OTHER SERVICES	208.45005.0339
	56916	09/11/19	OFFICE RENT-AUG	689.06		STMT/8-19		D	N				RENTS	208.45005.0440
	56916	09/11/19	MAIL PICKUP-AUG	37.50		50511		D	N				POSTAGE	208.45005.0223
	56916	09/11/19	INTERNET 06/18-07/17	41.70		50511		D	N				COMMUNICATIONS	208.45005.0330
	56916	09/11/19	INTERNET 07/18-08/17	41.70		50511		D	N				COMMUNICATIONS	208.45005.0330
	56916	09/11/19	SERVER BACKUP HARD DRIVE	29.37		50511		D	N				COMMUNICATIONS	208.45005.0330
			VENDOR TOTAL	11,480.56										
													*CHECK TOTAL	
WILLMAR CRANE SERVICE			000899											
	56917	09/11/19	CRANE SERVICES	400.00		5219		D	N				MTCE. OF EQUIPME	651.48484.0334
WILLMAR FORKLIFT INC			002705											
	56918	09/11/19	SCISSORLIFT RENTAL	355.00		60690		D	N				RENTS	101.45433.0440
WINDSTREAM			002100											
	56919	09/11/19	PHONE SERV-AUG	237.92		STMT/8-19		D	N				COMMUNICATIONS	101.41409.0330
	56919	09/11/19	PHONE SERV-AUG	155.12		STMT/8-19		D	N				COMMUNICATIONS	230.43430.0330
	56919	09/11/19	PHONE SERV-AUG	86.49		STMT/8-19		D	N				COMMUNICATIONS	651.48484.0330
			VENDOR TOTAL	479.53										
													*CHECK TOTAL	

ACS FINANCIAL SYSTEM
09/11/2019 13:02:31

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR
GL540R-V08.12 PAGE 16

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
5 STAR WALT'S LLC			000790											
	56920	09/11/19	161.943 GALLONS UNLEADED	409.82		WILCIT/8-19		D	N				MOTOR FUELS AND	101.43425.0222

ACS FINANCIAL SYSTEM
09/11/2019 13:02:31

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR
GL540R-V08.12 PAGE 17

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
REPORT TOTALS:				873,754.09										

RECORDS PRINTED - 000376

ACS FINANCIAL SYSTEM
09/11/2019 13:02:31

Vendor Payment History Report

CITY OF WILLMAR
GL060S-V08.12 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	309,709.65
208	CONVENTION & VISITORS BUREAU	15,209.90
230	WILLMAR MUNICIPAL AIRPORT	4,207.73
295	COMMUNITY INVESTMENT	750.00
310	D.S. - 2010 BOND	500.00
350	RICE HOSPITAL DEBT SERVICE	62,496.23
419	S.A.B.F. - #2019	356,349.70
450	CAPITAL IMPROVEMENT FUND	1,012.03
651	WASTE TREATMENT	123,518.85
TOTAL ALL FUNDS		873,754.09

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	873,754.09
TOTAL ALL BANKS		873,754.09

AUGUST 28, 2019

Members Present: Jim Anderson, Julie Asmus, Tom Gilbertson, Rand Middleton, Andy Ogdahl, Rachel Skretvedt

Staff Present: Rob Baumgarn, Eric Banks, Britta Diem, Curt Hein, Ryan Scheffler, Becky Sorenson

Guests Present: Mike Anderson - Willmar Police Dept and Randy Hall

Vice Chairman Jim Anderson opened the meeting and asked if there was a motion to approve last month's minutes. Andy Ogdahl made the motion and Rand Middleton seconded. Motion carried.

Jim introduced Randy Hall who gave a short talk on pickleball and its increasing popularity. There are between 3.5 and 4 million people playing. He stated that area pickleball players are looking forward to the completion of the new pickleball courts at Sperry Park. He also suggested that some rules should be posted to avoid any conflicts or problems with usage such as a limit on playing time if there are others waiting to play.

Rob asked Randy's opinion regarding the possibility of having a pickleball tournament during Willmar Fest next year. Randy thought that might be a possibility after getting adult and youth leagues going. Jim Anderson stated we need to establish quality of play. Those individuals who are more experienced won't have a good experience if they are playing against new players. Maybe two of the courts could be set aside for the better players.

Eric Banks asked about the age groups. Jim responded that currently most of the players are retired. Rachel Skretvedt stated that she thinks this would be a great addition to Rec activities. Rob said we are offering activity passes for the Auditorium with morning men's tennis, pickleball, noon hour basketball and pickleball again in the afternoons.

Curt Hein talked about the status of work on the courts. Riley Brothers has put down the tar base. Posts and nets will be installed. He said there would be 8 feet around the outer edges of the courts with a 12 foot alley between the north and south courts. Andy's Fence will be here next week to get the fences installed and they need two weeks to get done. By the end of September, the lines should be able to be painted (need to wait a month from the time of the tar base being installed for excess oil, etc to come out of tar before painting can be done).

A statement was made about keeping skate boarders and bicyclists out of the courts. Curt responded that he hoped that wouldn't be as big a problem since the courts are clearly visible from the highway.

PARK & RECREATION BOARD
AUGUST 28, 2019, PAGE 2

The next agenda item was the issue of golf cart usage at Robbins Island (notably during Rockin Robbins). People have been using their golf carts to come from the neighborhoods north of Hedin Park and coming across the walking bridge. There have been complaints from fisherman, walkers and bikers about congestion on the bridge. At the request of the Police Department, Public Works has placed a post in the middle to prevent golf cart access while still permitting walking, biking, etc.

Captain Mike Anderson from the Police Department was present to speak on the issue. He stated that golf carts are not allowed on any city streets in any city. The exception would be if a city passed an ordinance to allow golf carts usage on city streets, which would also mean that the carts would need to be licensed, have lights and insurance. Willmar does not have that type of amended ordinance. Also, the grant the City received for Robbins Island does state no motorized vehicles on the park's nature/walking/biking trails.

There have been complaints from the golf cart users about the post, expressed to their City Council representative. Rob invited these individuals to today's meeting but they weren't able to attend. Rob said he had informed them that the proper procedure was to present to the Parks and Recreation Board first and then it would go to the Public Works Safety Committee and finally to City Council.

Rachel said that once everything is done at the Island, the back side of the Island will be open to walkers, bikers, etc and that no motorized traffic would be allowed. She also mentioned that the post is a bendable post so no one who may hit it will go flying. Tom Gilbertson expressed his concerns on golf carts usage. He asked what the procedure would be to change the City ordinance. Rob said the City Council would have to make that change. Tom said he noticed, when he was in Olivia, many people using golf carts with some type of bumper sticker permit. Mike answered that, while smaller towns could probably allow golf carts on their streets, he didn't feel it would work in Willmar with the large amount of traffic.

After some discussion, Rob stated that this was a heads-up for the Board's information. Julie Asmus said the City Council had received an email or letter from some residents who were really pushing for permission to use their golf carts, saying they were really respectful but then there is the issue of teenagers. Tom Gilbertson stated his objection to the post. Mile Anderson said that the Police Department would follow whatever is decided. He stated that education has not worked. Tom made a suggestion that the post be removed during the Foot Lake 4 Race during Willmar Fest.

The next item on the agenda is the Four Season shelter. Rob stated that it went thru. He expressed thanks to the Board. The process started in 2015 and the Board got it done in 7 months. There was some discussion – air conditioning, spray foam insulation, polished concrete floor, steel roof. As the bid was over budget, some funds will be re-allocated.

Ram Construction out of Winsted is the contractor who had the lowest bid. There will be a pre-construction meeting soon. Hopefully earth work will be starting in a few weeks. Their contract states they need to be done by the end of May. They feel they can have the shell up before winter with work on the inside going on during winter and finishing the landscaping in the spring.

PARK & RECREATION BOARD
AUGUST 28, 2019, PAGE 3

Tom Gilbertson asked if we were on budget. Rob responded that the bids came in over budget \$1,250,000 (including the contingency). Julie Asmus talked about the Council's first directive that the maximum cost be no more than \$800,000. We went back to the drawing board for revisions. Julie said she had stated to the Council that, if we're going to build it, we should build it right. She also said that the City Council would need to know where the extra money would come from. Some extra money was freed up from the Public Works budget and money allocated for the amphitheater was also freed up. So not everyone was happy that the costs came in so high but it was voted in.

Rand Middleton stated the Tribune coverage talked about the Mayor commenting about micro managing. He asked Julie what he meant. Julie stated that she wasn't sure if there were too many ideas being brought forth regarding the layout of the shelter. She did hear comments about the length of time it took to make a decision. She stated there were numerous situations that caused the delays, Steve Brisendine's retirement, the breakup of Community Ed and Rec and forming a new Parks & Recreation Department, Ike Holland's leaving; also, at one time, the idea of adding the Community Center to the shelter was discussed and then finding out that was not allowed, all kinds of things added to the delays.

Rob mentioned that we have a project manager in Curt Hein. Rob stated that he will get the bid process started and, once they have been awarded, Curt will then take over.

The WarHawks Lease – This is for the Board's info only. Since this meeting was rescheduled, Eric Banks presented the lease to the Finance Committee last week so it could go to City Council this week. Rob called upon Eric to discuss the lease. The lease will go up \$1,000 - \$145 to \$150 per hour. Game rental is \$750 per game - 22 games. Concession sales – we split the concession with the Warhawks after product and labor expenses. We have control of the concession stand during dry floor events and high school games. The lease is one year; the advertising lease is 1 year. Approval is needed from Rob before any advertising is placed. The advertising lease is \$8,000 with two payments due November 15 and February 15.

The first home game was supposed to be October 5 but that won't happen as the Cardinal Arena won't be ready. The WarHawk season opener will be at Litchfield on October 5 and their home opener on October 12. We have a dry floor event at the end of September so we can't start building ice until after that event is done. It is an involved process to build the ice and we have to be careful when we start that we don't go too fast and destroy the ice in the Blue Line Arena.

As there was no further discussion regarding the Warhawks lease, the next topic discussed was the by-laws and terms of office. As Rob stated, this has been an ongoing process since January. The first item to decide is term limits. We need two members to serve a one year term, two to serve a two year term and three to serve a three year term. Rachel has already requested to serve a one year term. A drawing was done with remaining members with Britta and Ryan subbing in for Abdi and Val who were not in attendance. The term list follows: Rachel Skretvedt and Tom Gilbertson – term ends January 2, 2020; Jim Anderson and Abdi Hussein – term ends January 2, 2021; Rand Middleton, Andy Ogdahl and Val Swanson – term ends Jan. 2, 2022.

PARK & RECREATION BOARD
AUGUST 28, 2019, PAGE 4

The question has arisen regarding attendance at the Board meetings. Rob stated that it is important that we have a quorum so we don't need to re-schedule as we did this month. There needs to be four present at the meetings to meet our quorum. How many meetings can a Board member miss before Rob has a conversation with them? As we only meet once a month, it is important that we have a quorum so we are able to make timely recommendations to the various committees to go to the Council.

A discussion followed regarding attendance. Rachel stated that, as this is a smaller board, she feels it is important that everyone be able to attend as much as possible. Rob stated he would look into other Board's policies regarding attendance. Tom Gilbertson stated that he makes the meeting a priority and puts it on his calendar and it's difficult for him when the meeting gets re-scheduled. Rob asked if everyone has had a chance to look over the by-laws. It was decided that Rob would send out a clean copy of the bylaws for the Board members to look over for the next meeting.

Rand Middleton questioned if the 1:30 time works for everyone or if there would be a better time. Rob stated that staff is here and is willing to work with the Board regarding time. Rob stated he also feels that we need to allocate 90 minutes instead of 60 minutes since we have so many things coming up that need discussion and recommendations.

The Coordinator's Reports followed. Ryan Scheffler started out by saying the tackle football is getting started. We are getting back to playing outside teams. We are taking registrations for flag football for grades 1-4, currently have around 45 registered. We are offering Sports Sampler this fall for 3-5 year olds. Indoor Soccer will be starting early October.

Britta stated the Community Center has been busy with their normal activities: bone builders, aging wisely, meals, etc. The Center was a site for County Fair bussing. She is working on getting the Aquatic Center cleaned out and closed down for the winter. She has about 50 response to her survey, trying to get info on activities/programs that the public would like to see offered.

Eric said summer softball went well. Adaptive programming also was well attended, especially the new "backyard games" program. He stated that there are a couple of upcoming dry floor events, the Tribune garage sale and the quilt show. He is getting ready for the fall programs, volleyball and basketball.

Jim asked if there were any other comments. Rand Middleton asked if the Board really needed to give permission for any new programs. Rob stated that he didn't feel that was necessary. We do bring things to the Board and will listen to input from the Board.

As there was no further business, Tom Gilbertson made a motion to adjourn, seconded by Andy Ogdahl. Motion carried.

The next meeting will be September 18.

City of Willmar Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI028870	8/15/2019	Jj Holdings, Llc 1100 19th Ave SW	95-484-0010 Block 1 Les Chermak Addition	Commercial/Ind Alt/Remodel	Commercial HVAC	\$11,500.00 \$120.75
WI028967	8/14/2019	Ind. School Dist. #347 824 7th St SW	95-090-0100 Booth's Addition To Willmar	Alteration Churches/Schools	Interior Renovation	\$1,300,000.00 \$7,916.56
WI028987	8/30/2019	Stadem/Peter J & Kari J 1420 Grace Ave SW	95-080-0390 Lot 9, Block 3 Bon-Van Acres	Install Egress Window Residential Add/Alter	Egress Window	\$1,100.00 \$62.88
WI028995	8/1/2019	Olson/Jann 1024 5th St SW	95-915-2670	Install Egress Window Residential Add/Alter	Egress Window	\$2,000.00 \$63.25
WI029002	8/6/2019	Laffen/Bruce & Linda 920 13th Ave SW	95-922-7110	Reroofing Residential Add/Alter	Residential Reroof	\$4,985.00 \$32.49
WI029005	8/1/2019	Hartman/Gary J & P A Kluver- 612 23rd St SE	95-668-0390 Block 2 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$13,000.00 \$36.50
WI029020	8/8/2019	West Central, Inc 2700 Trott Ave SW	95-870-0250 Block 2 Willmar Industrial Park	Reroofing Commercial Add/Alter	Commercial Reroof	\$70,000.00 \$734.75
WI029028	8/13/2019	Porter/Jeanine G 409 Highland Rd SW	95-320-0030 Lot 3, Block 1 Highland Place In The City Of Willmar	Garage Garage/Shed	New 16x24 Garage	\$16,497.00 \$420.34
WI029029	8/1/2019	Jones/ Tom and Crystal 513 Becker Ave SE	95-220-0660 Block 6 Ferring's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$3,550.00 \$31.78
WI029031	8/6/2019	Barnes/Richard S 1400 Vista Lane SW	95-720-0080 Lot 8, Block 1 Spaulding's Addition	Single Family Replace	A/C Replacement	\$3,553.00 \$26.00
WI029032	8/1/2019	Schrupp/Matthew A & Joanna L 905 23rd St SE	95-668-3150 Block 2 Pheasant Run	Siding Residential Add/Alter	Residential Reside	\$40,000.00 \$120.00
WI029034	8/20/2019	Kandiyohi County - Wccs 1804 7th Ave SE	95-843-0130 Lot 3, Block 2 Welshire Addition	Siding Residential Add/Alter	Residential Reside	\$5,000.00 \$52.50

City of Willmar Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee	
WI029035	8/20/2019	Kandiyohi County - Wccs 617 18th St SE	95-843-0110 Lot 1, Block 2 Welshire Addition	Siding Residential Add/Alter	Residential Reside	\$5,000.00	\$52.50
WI029036	8/20/2019	Kandiyohi County - Wccs 630 19th St SE	95-843-0120 Lot 2, Block 2 Welshire Addition	Siding Residential Add/Alter	Residential Reside	\$5,000.00	\$52.50
WI029037	8/20/2019	Kandiyohi County - Wccs 1800 7th Ave SE	95-843-0140 Lot 4, Block 2 Welshire Addition	Siding Residential Add/Alter	Residential Reside	\$5,000.00	\$52.50
WI029040	8/27/2019	Manska/Kim A 1001 Irene Ave SE	95-665-0010 Lot 1, Block 1 Perkins 5th Addition	Install Egress Window Residential Add/Alter	Egress Window/Siding, Soffit and Fascia	\$2,000.00	\$113.25
WI029048	8/22/2019	Schindele/Scott&T Wittman 1705 7 1/2 St SW	95-922-6680	Garage Garage/Shed	24x30 Garage	\$33,509.00	\$447.50
WI029052	8/1/2019	Manzer/Gary W & Lori 1416 13th St SW	95-690-0970 Lot 7, Block 5 Ramblewood Addition	Addition Residential Add/Alter	Construct a 4 Season Porch on an existing deck	\$10,000.00	\$272.71
WI029053	8/7/2019	Melin/Sharon K 409 Trott Ave SE	95-740-0160 Block 2 Spicer's Addition	Siding Residential Add/Alter	Residential Reside	\$7,000.00	\$53.50
WI029054	8/9/2019	Myhre/Chris L 600 Russell St NW	95-820-0920 Block 5 Thorpe & Lien's Addition	Single Family Replace	Gas Furnace Replacement	\$4,425.00	\$31.00
WI029055	8/9/2019	Gantinao/Cristina C 411 Becker Ave SE	95-240-0080 Lot 8 Gilbertson's Subdivision	Reroofing Residential Add/Alter	Residential Reroof	\$17,000.00	\$38.50
WI029056	8/7/2019	Jones/Tom 1019 Lake Ave NW	95-003-0500 Block 4 Willmar, Town Of (Original)	Reroofing Residential Add/Alter	Residential Reroof	\$6,200.00	\$33.10
WI029057	8/9/2019	Pelkey/Joseph & Mary 912 Johanna Ave SE	95-056-0140 Lot 4, Block 2 Bergquist's Estates	Single Family Replace	A/C Replacement	\$3,944.00	\$26.00
WI029058	8/20/2019	City of Willmar 3020 1st Ave NW		Alteration Commercial Add/Alter	Relocate Shelter - New Slab on Grade Foundation	\$840.00	\$53.80

City of Willmar Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee	
WI029059	8/8/2019	MNDOT 3837 1st Ave W	95-125-0170 City Of Willmar Western Int Sewer R-O-W	Demolition Move/Raze	House Demolition	\$0.00	\$75.00
WI029060	8/7/2019	Burns/Timothy & Londa 525 6th St SW	95-006-0750 Lot 8, Block 62 First Addition To The Town Of Willmar	Deck Residential Add/Alter	Construct deck around pool	\$2,500.00	\$124.59
WI029063	8/9/2019	Paradee/Terry D & Karlyn K 205 Grace Ave SW	95-280-2380 Lot 17, Block 13 Hanson's Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$4,000.00	\$32.00
WI029064	8/13/2019	Dahlberg/Dorothy/&K Kienholz 208 High Ave NE	95-730-1050 Lot 5, Block 7 Sperry's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$2,000.00	\$31.00
WI029067	8/8/2019	Fladeboe Partners, Llc 301 23rd St SE	95-668-0710 Block 4 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$7,300.00	\$33.65
WI029068	8/9/2019	Darger/Jason A & Jessica S 612 Richland Ave SW	95-680-0170 Lot 17, Block 1 Portland Acres	Siding Residential Add/Alter	Residential Reside	\$15,000.00	\$57.50
WI029070	8/9/2019	Caballero/Selvin R F/& Eyla M 1204 Dana Dr SE	95-143-0220 Lot 2, Block 2 Dana Heights	Deck Residential Add/Alter	Residential Deck/Patio Door	\$1,700.00	\$90.10
WI029071	8/13/2019	Minnwest Technology Campus Man 1721 Technology Dr NE	95-508-2030 Minnwest Technology Campus, Cic #40	Fire Sprinkler Commercial Add/Alter	Upgrade Existing Fire Alarm System	\$11,990.00	\$314.96
WI029072	8/19/2019	Evangelical Free Church 1305 19th Ave SW	95-922-7610	Reroofing Churches/Schools	Commercial Reroof	\$18,888.00	\$284.19
WI029073	8/12/2019	Dooley Invest & Prop Co,Llp 3101 3rd Ave SW	95-872-2340 Lot 5, Block 4 Willmar Industrial Park	New Commercial New	Install 4 - 30,000 gallon LP Tanks	\$50,000.00	\$973.34
WI029074	8/12/2019	Finstad-Week Post 1108 Hwy 12 E	95-914-1180	Storage Shed Garage/Shed	12X24 Storage Shed on Commercial Property	\$12,372.00	\$335.78

City of Willmar Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI029079	8/14/2019	Heritage Bank, Na 310 1st St S	95-305-0010 Heritage Plaza Puc #23	Alteration Commercial Add/Alter	Modify existing drive through canopy	\$25,000.00 \$589.59
WI029080	8/14/2019	Voss/Keith & Kathryn 908 Pleasant View Dr SE	95-671-0860 Pleasant View Second Addition	Reroofing Residential Add/Alter	Residential Reroof	\$8,200.00 \$34.10
WI029081	8/16/2019	John Dhamer 417 11th St SW	95-003-6910 Block 56 Willmar, Town Of (Original)	Finish Basement Residential Add/Alter	Basement Finish/Kitchen remodel	\$25,000.00 \$589.59
WI029082	8/16/2019	Dhamer/John 417 11th St SW	95-003-6910 Block 56 Willmar, Town Of (Original)	Single Family Alt/Remodel		\$0.00 \$70.00
WI029083	8/20/2019	Dayton Hudson Corp T-661 2505 1st St S	95-795-0010 Lot 1, Block 1 Target Addition	Commercial/Ind Alt/Remodel	Target - Remodel Bathrooms	\$0.00 \$91.00
WI029084	8/16/2019	Groen/Dave 706 23rd St SE	95-668-4220 Lot 2, Block 1 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$6,500.00 \$33.25
WI029087	8/16/2019	Buchanan/Douglas S & Lynn R 1312 Ella Ave NW	95-820-1410 Block 7 Thorpe & Lien's Addition	Demolition Garage/Shed	Garage Demo	\$0.00 \$75.00
WI029088	8/16/2019	Buchanan/Douglas S & Lynn R 1101 15th Ave NW	95-560-0150 Lot 15, Block 1 Northwood Estates	Reroofing Residential Add/Alter	Residential Reroof	\$10,000.00 \$35.00
WI029089	8/16/2019	Hagen/Ronald K & Patricia L 407 2nd St SE	95-740-0620 Block 4 Spicer's Addition	Reroofing Garage/Shed	Residential Reroof/Garage	\$600.00 \$31.00
WI029091	8/16/2019	Dhamer/John 417 11th St SW	95-003-6910 Block 56 Willmar, Town Of (Original)	Single Family Replace	Gas Furnace & A/C Replacement	\$0.00 \$56.00
WI029092	8/19/2019	Como/Mackenzie 2309 19th Ave SW	95-921-5460	Install Egress Window Residential Add/Alter	Egress Window	\$600.00 \$40.19

City of Willmar Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee	
WI029093	8/21/2019	Kobilansky/Allan M & Faye L 423 Highland Rd SW	95-320-0060 Lot 6, Block 1 Highland Place In The City Of Willmar	Siding Residential Add/Alter	Residential Reside	\$7,400.00	\$53.70
WI029094	8/20/2019	Swanson/Bruce 921 4th St SW	95-280-1090 Block 6 Hanson's Addition To Willmar	Alteration Garage/Shed	Replace Garage Foundation/Build 17x8 front deck	\$8,000.00	\$230.46
WI029095	8/20/2019	Zutter/Michael & Joanne/Sr 923 Rice Ave SW	95-590-0340 Block 3 Nyquist's North Orchard Addition	Reroofing Residential Add/Alter	Residential Reroof	\$2,378.00	\$31.19
WI029096	8/21/2019	Hedlund Trust/Michele C 1801 6th St SW	95-700-0310 Block 3 Scandia Terrace Addition	Reroofing Residential Add/Alter	Residential Reroof	\$7,500.00	\$33.75
WI029097	8/21/2019	Fannie Mae/ 815 2nd St SE	95-020-0120 Block 2 Fifth Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$5,320.00	\$32.66
WI029100	8/21/2019	Martinez-Rivas/Jose A 504 Ann St SE	95-222-0510 Block 4 Ferrings 2nd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$550.00	\$31.00
WI029101	8/21/2019	Happe/Andy 513 6th St SW	95-006-0780 Lot 11, Block 62 First Addition To The Town Of Willmar	Siding Residential Add/Alter	Residential Reside	\$9,000.00	\$54.50
WI029102	8/27/2019	Bonnema/Paula W 720 17th St SW	95-760-0040 Lot 4 Summit Addition	Garage Garage/Shed	18x20 Garage addition	\$20,000.00	\$483.96
WI029103	8/22/2019	Ims/Robert & Marlys 2309 Hwy 12 E	95-182-2370 Block 15 Erickson's Second Addition	Other Commercial Add/Alter	500 gal LP Storage Tank and Dispenser	\$5,000.00	\$167.09
WI029106	8/23/2019	Jimenez/Joanne L & Adrian 305 Trott Ave SE	95-740-0400 Block 3 Spicer's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$600.00	\$31.00

City of Willmar Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI029107	8/26/2019	Friehl/David A & Peggy L 1212 16th St SW	95-860-0240 Lot 4, Block 2 West Park 1st Addition	Reroofing Residential Add/Alter	Residential Reroof	\$3,400.00 \$31.70
WI029108	8/23/2019	Johnson/Emily K/& Jamen Bares 1022 3rd St SW	95-280-1260 Lot 6, Block 7 Hanson's Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$2,400.00 \$31.20
WI029109	8/29/2019	Magnuson/Paul E & Gail 929 14th Ave SW	95-922-7360	Single Family Replace	A/C Replacement	\$3,895.00 \$26.00
WI029115	8/28/2019	Bustos/Manuel 324 6th St SW	95-003-4730 Block 41 Willmar, Town Of (Original)	Siding Residential Add/Alter	Residential Reside	\$2,000.00 \$51.00
WI029116	8/23/2019	Engwall/Debra 349 17th St NW	95-146-0180 Lot 8, Block 2 District 347-17th St Nw Addition	Siding Residential Add/Alter	Residential Reside/ReRoof	\$10,000.00 \$85.00

Count: 61 **Totals: \$1,860,196.00 \$16,215.70**

Year-to-Date Summary (1/1/2019 through 8/31/2019)

Count: 420 **YTD Totals: \$47,313,373.00 \$361,364.38**

INVEST IN WILLMAR BOARD MEETING SUMMARY

The Invest in Willmar Board met at 3:00 p.m. Wednesday, July 31, 2019 in Conference Room No. 1 at the Willmar City Office Building.

Members present were: Matt Dawson, Mary Sawatzky, Jon Konold, Tony Amon, Bob Poe, Denis Anderson and Audrey Nelsen.

Also present were: Mayor Marv Calvin, City Administrator Brian Gramentz, Finance Director Steve Okins, Shelby Lindrud, Rachel Skretvedt and Administrative Assistant Janell Sommers.

Chair Dawson opened the meeting at 3:00 p.m. There were no additions or deletions to the agenda. Tony Amon presented the first committee report for Athletic Fields. A proposal has been received from Musco Lighting Company with lighting for the football/soccer fields. The quote is \$275,000 for the first field, \$200,000 for the second field and one softball field is \$135-145,000. If there are any remaining funds they would propose adding additional fields. They hesitate to commit to lighting all four fields until soil borings are taken and the conditions of the soils known to allow for proper drainage of the athletic fields. They also have a quote for fencing to restrict vehicular traffic at \$34-42,000 for a four-five foot fence with an open gate. They have communicated with a dome company and toured what St. Johns University has done with concrete around benching inside of the dome. They are working with the civic center to tie the dome in with their expansion. The timeline was discussed knowing that in order for the project to move forward the softball field should be built first realizing more details would be provided for the preparation of the Request for Proposal (RFP).

Rachel Skretvedt, Robbins Island Chair, briefed the board on the updated layout for Robbins Island which includes relocating the roads and walking/biking paths within the park. They are expecting an August through November of 2020 construction period realizing soil borings and wetland delineation need to take place. The project consists of the roads, parking lots, infrastructure and if money is available, the two smaller shelters. Audrey Nelsen brought forward the concern of handicapped accessibility and parking which was discussed at length. The alignment of the entrance road and the concept of a walk bridge was discussed. Once the council approves the next step, this project can move forward with an extension of professional services with Bolton and Menk. A construction manager is not planned.

Mary Sawatzky updated the board on the Swansson Field project. They had a representative from Dant Clayton, the company that constructed Baker Stadium, do a site visit and answer some questions of the committee so as to provide a cost estimate. She explained that the bathroom area is housed in the same facility as the irrigation and lighting systems so the idea is to do a rebuild with a face lift and add on. The soil conditions need to be taken into consideration before they can plan an expansion. They are looking at a 400-500 seat beveled stadium with two berm areas off to the side. They will provide an estimate combining all these items. The playing field is large so they are proposing to move in the foul lines, outfield and backstop to create a smaller area for turf. Estimating \$400,000 for an infield turf that includes the backstop area in front of the dugouts. For the softball areas around Swansson, consideration is being given for better drainage and some dugout upgrades. The sequence in relation to any lighting installation is important to schedule around any

improvements. Musco lighting has been invited to meet with them for some clarity and also the determination by the Council if there is money available for lighting improvements is a factor.

Matt Dawson gave a brief update for the Community Center. The group has toured several facilities in other communities for ideas and looking for direction as to whether it would be conjoined with City Hall. He also touched on the Event Center and the committee has not met for some time as they are awaiting the professional services of a construction manager and/or architect to move things forward.

City Administrator Gramentz recapped the next steps being preparation of the request for proposals brought to Council for approval before they are distributed. The interested parties would be allowed as short as two weeks to submit, they would go through a scoring mechanism and then be back to the Council. Once the recommendation is made, the construction manager and architect for each particular project will meet with the committees to create plans and specifications which will go before the Council to authorize advertisement for bids. The construction aspect would fall into place keeping in mind that 2020-2024 is what staff is looking at for a timeline for the projects due to not bonding for the entire amount. An estimated timeline and project costs was distributed to the board.

Chair Dawson called for approval of the minutes from the previous meeting. A motion was made by Tony Amon, seconded by Denis Anderson and passed to approve the July 17, 2019 minutes of the board.

The meeting adjourned at 4:27p.m.

Respectfully submitted,

Janell Sommers
Administrative Assistant

CITY HALL TASK FORCE MEETING SUMMARY

The City Hall Task Force met at 11:30 .m. on Tuesday, August 20, 2019 in Conference Room No. 1 at the Willmar City Office Building.

Members present were: Council Members Kathy Schwantes, Julie Asmus, Fernando Alvarado, Shawn Mueske and Mayor Marv Calvin.

Also present were: City Administrator Brian Gramentz, Public Works Director Christensen, City Planner Sarah Swedburg, Rudy Vigil WRAC 8, Shelby Lindrud "West Central Tribune" and Administrative Assistant Janell Sommers. Also in attendance for presentations were: Jim Back, Jared Voge and Bruce Peterson. Members of the public who attended were Dirk Mueleners, Darlene Schroeder, Jeanne and Ron Christianson.

A motion was made by Shawn Mueske, seconded by Julie Asmus and passed to accept the minutes of the July 16, 2019 meeting.

Chair Schwantes turned the meeting over to staff for an overview of the current community center site. The current site is approximately 5 acres in size with all four lots. Chair Schwantes questioned any cited infrastructure concerns which at this point none are known. The ease of access onto the main highway and High Avenue were noted as a positive of this site. Sarah Swedburg conveyed the cost estimated she received from the City of Marshall for a recently constructed walk/bike overpass a bit longer of similar scope at \$2.5 million. It was noted the project would be state aid eligible noting the city received \$1 million a year which is used for all state aid projects. The cost of a traffic signal estimated at \$400,000 noting the intersection would need to meet the warrants.

Chair Schwantes read a letter received from the Community Center Subcommittee indicating their desire of a combined City Hall/Community Center facility. Presentations of conceptual designs of a combined facility at the current community center site were given by Jared Voge of Bolton and Menk, Jim Bach of Marcus Construction and Bruce Peterson of Terwisscha Construction. The Task Force addressed questions to each individual firm and after the presentations it was the consensus of the group that this would be a viable site to construct a joint facility meeting all the required parking, setbacks, street access and storm water issues. Shawn Mueske made a motion to direct staff to prepare a presentation on the viability of this site for consideration by the City Council. Julie Asmus seconded the motion, which carried. It was noted staff include demolition costs in the presentation and also the site factors the Task Force established earlier this year i.e., acquisition costs, environmental issues, visibility, vehicular access, fiber costs, relocation costs, etc.

Chair Schwantes indicated the next step for the Task Force would be to tour some combined City Hall/Community facilities. Staff was directed to send out a Doodle Poll to coordinate a date for tours if possible in September.

The Task Force discussed the recent council action authorizing requests for proposals being approved for the local option sales tax projects and the community center project being bid as an alternate and if the city hall/community center should be bid as one package?

Following discussion, Shawn Mueske made a motion contingent on if the City Council approves this site, that staff be directed to proceed with a Construction Manager at Risk for City Hall and the Community Center as a combined facility. Fernando Alvarado seconded the motion, which carried.

Fernando Alvarado made a motion to direct staff to seek professional service proposals for an architect to design the City Hall/Community Center as a combined facility if the site is approved by Council. Shawn Mueske seconded the motion, which carried.

City Administrator Gramentz gave a brief update on the status of the request for proposals currently being prepared by staff for the local option sales tax projects.

A motion was made, seconded and passed to adjourn the meeting at 12:31 p.m.

Janell Sommers
Administrative Assistant

PROCLAMATION

WHEREAS, music, theater, dance, poetry, painting and other forms of fine art are important to the residents of Willmar, Kandiyohi County and our region; and

WHEREAS, regional people have fond memories of Willmar's coffee heritage; and

WHEREAS, special events benefit our community and the people residing here; and

WHEREAS, Willmar Area Arts Council volunteers have worked diligently to provide this fine arts event in our Downtown;

NOW, THEREFORE, BE IT RESOLVED that I, Marv Calvin, Mayor of the City of Willmar, do hereby proclaim September 21, 2019, "Celebrate Art! Celebrate Coffee! Days" in Willmar, and encourage all citizens to visit our Downtown and attend the festival's activities.

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the City of Willmar to be affixed.



Marv Calvin
Mayor of Willmar

PROCLAMATION
City of Willmar

WHEREAS: CareerForce is Minnesota's career development and talent matching resource unifying all elements of Minnesota's workforce system to increase efficiency, improve outcomes for career seekers, employers, communities and Minnesota; and

WHEREAS: CareerForce is a sign of our recommitment for Minnesota employers and career seekers to put equity at the center of everything to meet our customers where they are; and

WHEREAS: Unprecedented changes in our state demographics between 2015 and 2035 mean employers and Minnesota's workforce system must work together to bring sustainable employment into the workforce; and

WHEREAS: By 2035, one in four Minnesotans will be from a community of color or Indigenous population; and

WHEREAS: CareerForce provides tailored resources to help meet the needs of all Minnesota career seekers and employers by helping them find the right workers from entry level to highly skilled; and

WHEREAS: CareerForce serves career seekers through customized no-fee career planning, resume enhancement and interview preparation, plus education and training to search thousands of Minnesota job openings online; and

WHEREAS: CareerForce is Minnesota's unified workforce system, helping drive prosperity for all Minnesotans.

NOW, THEREFORE, I, Marv Calvin, the Mayor of Willmar, do hereby proclaim that the week of September 16, 2019 shall be observed as: CareerForce Week in the City of Willmar on this 16th day of September, 2019.



Marv Calvin, Mayor





WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 16, 2019
From: Sean E. Christensen, PE Public Works Director	Subject: Ordinance Introduction to Consider Sale/Conveyance of Real Property

AGENDA ITEM: Hearing for Ordinance to Consider Sale/Conveyance of Real Property to BNSF Railway Company

INTRODUCTION/REQUEST: The sale and conveyance of real property to the BNSF Railway Company by quit claim deed as set forth in the Purchase and Sale Agreement dated January 17, 2019 and amended from time to time is required.

HISTORY: The sale/conveyance of the depicted city-owned property is in conjunction with the Willmar Wye Project which has been ongoing for several years.

CURRENT CIRCUMSTANCE: A legal description has been created for the property of interest which is necessary for right-of-way purposes for the Wye Project. The sale/conveyance of land would be contingent on review and approval by the Planning Commission at their September 4, 2019 meeting.

RECOMMENDATION: Staff recommends a motion to adopt, assign a number and order final publication of the ordinance.

ISSUES: NA

FINANCIAL IMPACT: NA

ALTERNATIVE:

REVIEWED BY: Brian Gramentz, City Administrator

COUNCIL MEETING DATE: September 3, 2019 (Intro) & September 16, 2019 (Public Hearing)

CONSENT AGENDA **AGENDA**

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY
TO BNSF RAILWAY COMPANY

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

Section 1. AUTHORIZATION OF SALE. Finding it to be in the best interests of the City of Willmar, the Willmar City Council hereby authorizes the sale and conveyance of real property legally defined as

Parcel 1E and Parcel 1F, all as shown on the record plat entitled
KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 1,
on file in the office of the Kandiyohi County Recorder.

AND ALSO

Parcel 3C, as shown on the record plat entitled KANDIYOHI COUNTY
WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 3, on file in the office of
the Kandiyohi County Recorder.

AND ALSO

Parcel 4A, Parcel 4B, and Parcel 4C, all as shown on the record plat entitled
KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 4,
on file in the office of the Kandiyohi County Recorder.

AND ALSO

Parcel 5A, Parcel 5B, Parcel 5C, Parcel 5D, Parcel 5F, and Parcel 5G, all as
shown on the record plat entitled KANDIYOHI COUNTY WILLMAR WYE
PROJECT RIGHT OF WAY PLAT NO. 5, on file in the office of the Kandiyohi
County Recorder.

to BNSF Railway Company by quit claim deed pursuant to the terms and conditions of sale set forth in that certain Purchase and Sale Agreement between the City and BNSF dated January 17, 2019, as amended from time to time.

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

This Ordinance introduced by Council Member: Plowman

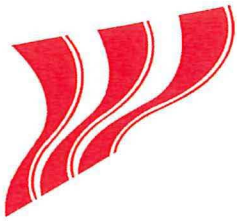
This Ordinance introduced on: September 3, 2019

This Ordinance published on: September 6, 2019

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 16, 2019
From: Aaron A. Backman, Executive Director Kandiyohi County & City of Willmar Economic Development Commission	Subject: 2020 EDC Budget

AGENDA ITEM: Approval of 2020 Budget for the Kandiyohi County & City of Willmar Economic Development Commission (EDC)

INTRODUCTION/REQUEST: The EDC respectfully requests the City of Willmar's approval of the 2020 operational budget for the organization.

HISTORY: In 2003 the City of Willmar and Kandiyohi County established a joint operations entity, the Kandiyohi County & City of Willmar Economic Development Commission (EDC), to encourage, attract, promote, and develop industry and commerce within the County and City. Approximately 88% of the EDC's revenues are from a county tax levy. The remaining income comes from grants, loan repayments, interest, reimbursements, etc.

CURRENT CIRCUMSTANCE: The proposed EDC budget for 2020 totals \$606,588, including a county tax levy of \$534,000. This compares with the current 2019 budget of 708,613, including a county tax levy of \$528,600. This represents a 1.0% increase in the county tax levy for the upcoming year. The attached 2020 budget was approved by the EDC's Joint Operations Board on June 13th, the Joint Powers Board on July 25th, and the Kandiyohi County Board of Commissioners will consider the 2020 budget on September 17th.

RECOMMENDATIONS: Approve 2020 budget for the Economic Development Commission.

FINANCIAL IMPACT: N/A

ALTERNATIVES:

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

REVIEWED BY: Brian Gramentz, Interim City Administrator

COUNCIL MEETING DATE: September 16, 2019



2020 BUDGET	
REVENUES	
County Tax Levy	\$ 534,000
Creating Entrepreneurial Opportunities student loan program	\$ 28,000
Grants	
State of MN Grant for Hemp Study	\$ 5,000
USDA Grant for Hemp Study	\$ 15,000
Other Grants (e.g. SWIF for Diverse BRE Program)	\$ 6,500
Insurance dividends	\$ 1,000
Interest on investments	
Bremer Bank - WAMBC	\$ 150
Concorde Bank (Revolving Loan Fund savings account)	\$ 600
Heritage Bank savings account	\$ 1,500
United Prairie Bank \$104,592.73 CD @ 1.5% matures 10/12/2019	\$ 1,062
United Prairie Bank \$75,000 CD @ 1.75% matures 5/22/2020	\$ 1,300
Loans	
ELGP loan application fees	\$ 200
Microenterprise Loan Fund repayments interest (WAM-BC)	\$ 500
Revolving Loan Fund application fees	\$ 600
Revolving Loan Fund filing fee reimbursements	\$ 300
Revolving Loan Fund repayments interest	\$ 9,376
Other Income	
Refunds, reimbursements and in-kind contributions	\$ 1,500
Total Revenues	\$ 606,588
EXPENSES	
WAM-BC Loan Program Expenses - Asset Acquisition	
Attorneys' fees and costs	\$ 400
Court filing fees	\$ 200
Total WAM-BC Loan Program Expenses - Asset Acquisition	\$ 600
Sponsor Fees	
U of M Technology Showcase	\$ 500
Vision 2040	\$ 2,000
Total Contributions and Sponsor Fees	\$ 2,500
Other Expenses:	
Joint Operations Board (includes meals/administrative time)	\$ 2,900
Joint Powers Board (includes meals/administrative time)	\$ 2,200
Loan writeoffs and allowance	\$ 750
Total Other Expenses	\$ 5,850
Countywide Business Development	
CEO Student Program Administration	\$ 500
Countywide business development	\$ 6,000
Scholarships for entrepreneurs in Startup Bootcamp	\$ 1,800
BUILD (TIGER II) Grant - Willmar Industrial Park	\$ 35,000
Total Countywide Business Development	\$ 43,300



2020 BUDGET	
COMMITTEE EXPENSES	
Agriculture and Renewable Energy Development	
Annual Ag Workshop (Partners in Ag Innovation)	\$ 1,500
Conferences/Seminars/Trainings (Industrial Hemp)	\$ 2,000
Industrial Hemp Value-Added Study	\$ 25,000
Meals/Meeting Refreshments	\$ 600
Mileage/Travel	\$ 1,200
Professional Services	
General Administrative Services	\$ 2,000
Supplies (office or program)	\$ 250
Total Ag Committee Expenses	\$ 32,550
Broadband and Advanced Technology	
Conferences/Seminars/Trainings	\$ 500
Marketing	\$ 1,000
Meals/Meeting Refreshments	\$ 1,000
Mileage/Travel	\$ 800
Postage	\$ 500
Printing, copying & publishing	\$ 500
Professional Services	
General Administrative Services	\$ 1,000
Total Broadband and Advanced Technology Committee Expenses	\$ 5,300
Business Retention and Expansion/Recruitment	
Childcare Initiative	\$ 1,200
Conferences/Seminars/Trainings	\$ 500
Highway 23 Coalition	
Conferences/Seminars/Trainings	\$ 200
Meals/Meeting Refreshments	\$ 200
Mileage/Travel	\$ 1,000
Total Highway 23 Coalition	\$ 1,400
Marketing	\$ 500
Meals/Meeting Refreshments	\$ 200
Mileage/Travel	\$ 1,000
Printing, copying & publishing	\$ 150
Professional Services	
General administrative services	\$ 1,500
Professional services - Other	\$ 100
Supplies (office or program)	\$ 200
Workforce Development (Job Fair, CLUES, etc.)	\$ 2,500
Grants	\$ 6,500
Total BRE/R Committee Expenses	\$ 15,750
Finance	
Marketing	\$ 100
Meals/Meeting Refreshments	\$ 500
Mileage/Travel	\$ 50
Professional services	
General administrative services	\$ 1,000
Legal services	\$ 400
SCORE	
Telephone/Telecommunications (cell phone and email account)	\$ 850
Mileage/Travel	\$ 200
Total Finance Committee Expenses	\$ 3,100



2020 BUDGET	
Marketing and Public Relations	
Meals/Meeting refreshments	\$ 800
Media	\$ 700
Mileage/Travel	\$ 100
Printing, copying & publishing	
Advertisements	\$ 800
Total Printing services	\$ 800
Professional Services	
General administrative services	\$ 1,800
REDstar Creative	
Digital/Social Media	\$ 4,500
Marketing Materials	
General Marketing	\$ 6,200
E-Newsletters	\$ 2,500
Website	\$ 2,000
Other	\$ 1,000
Total REDstar Creative	\$ 16,200
Total Professional Services	\$ 18,000
Total Marketing and Public Relations Committee Expenses	\$ 20,400
Tourism/Leisure Travel	
CVB Tourism Partnership Agreement	\$ 34,000
Meals/Meeting refreshments	\$ 100
Mileage/Travel	\$ 100
Total Tourism/Leisure Travel Committee	\$ 34,200
Total Committee Expenses	\$ 111,300
EMPLOYEE COMPENSATION	
Executive Director	
Director's salary	\$ 116,700
Director's health insurance	\$ 14,000
Director's payroll taxes (FICA = 6.20%; Medicare = 1.45%)	\$ 8,930
Director's pension (PERA) employer rate is 7.5%	\$ 8,753
Total Executive Director's Compensation	\$ 148,383
Business Development Manager's position	
Business Development Manager's salary	\$ 76,000
Business Development Manager's health insurance	\$ 14,000
Business Development Manager's payroll taxes (7.65%)	\$ 5,814
Business Development Manager's PERA	\$ 5,700
Total Business Development Manager's Compensation	\$ 101,514
Accrued vacation and sick expense	
Executive Director	\$ 8,000
Business Development Manager	\$ 4,000
Total Accrued vacation and sick exp.	\$ 12,000
Employee workers' compensation insurance	\$ 1,000
Total other employee compensation	\$ 13,000
Total Employee Compensation	\$ 262,897



2020 BUDGET	
ADMINISTRATIVE EXPENSES	
MCIT property/casualty insurance	\$ 2,300
Meals not for a committee	\$ 900
Memberships, dues, subscriptions	
Subscriptions	\$ 600
Community Venture Network (CVN)	\$ 2,200
EDAM membership	\$ 495
Highway 23 Coalition membership	\$ 500
Local organizations	\$ 600
MAPCED membership	\$ 330
MN DEED Marketing Partnership dues	\$ 625
WORKUP membership	\$ 3,600
Other	\$ 400
Total Memberships, dues, subscription	\$ 9,350
Professional services:	
Accountant fees	\$ 1,500
Auditor	\$ 7,000
Bookkeeping fees	\$ 6,000
Legal fees	\$ 400
Total Professional Services	\$ 14,900
Seminars and promotions	\$ 2,200
Travel, conference, school	\$ 11,000
Total Administrative Expenses	\$ 40,650
OFFICE EXPENSES	
Bank Fees	\$ 100
Cleaning person	\$ 2,700
Equipment maintenance and rental	
Software (Synchronist annual fee \$1,200)	\$ 2,200
Toshiba service contract w/Loffler Companies	\$ 2,400
Equipment maintenance and rental - other	\$ 700
Total Equipment Maintenance and Rental	\$ 5,300
Furniture and equipment	
Toshiba digital color copier lease (w/DeLage Financial \$139.59 mo.)	\$ 1,700
Furniture and equipment - Other	\$ 2,400
Total Furniture and Equipment	\$ 4,100
Office equipment and miscellaneous	\$ 1,800
Postage, mailing service	\$ 200
Printing, copying and publishing	\$ 1,000
Professional services:	
Engineering and other professional services	\$ 3,000
General administrative	\$ 52,000
Planning session facilitator	\$ 4,300
Website hosting and maintenance	\$ 250
Total Professional Services	\$ 59,550
Rent and storage unit	\$ 24,720
Rent (water cooler, post office box)	\$ 260
Supplies	\$ 3,500
Telephone/Telecommunications (including cell phones)	\$ 7,900
Total Office Expenses	\$ 111,130



2020 BUDGET	
CREATING ENTREPRENEURIAL OPPORTUNITIES STUDENT LOAN EXPENSES	
Advertising/Promotions	\$ 150
Bank Fees	\$ 100
Dinner Event and Silent Auction	
Advertising	\$ 1,400
Decorations	\$ 2,100
Entertainment	\$ 800
Event Food and Beverages	\$ 11,000
Other	\$ 150
Equipment	\$ 7,500
Meals/Meeting refreshments	\$ 2,000
Memberships/Dues	\$ 300
Miscellaneous	\$ 1,500
Registrations	
Scholarships	\$ 1,000
Total CEO Loan Expenses	\$ 28,000
TOTAL PROGRAM EXPENSES	\$ 606,227

**PUBLIC WORKS/SAFETY COMMITTEE
MINUTES**

The Public Works/Safety Committee of the Willmar City Council met on Wednesday, September 4, 2019, in Conference Room No. 1 at the City Office Building.

Present:	Andrew Plowman	Chair
	Julie Asmus	Vice Chair
	Audrey Nelsen	Member
	Vicki Davis	Member

Others present: Public Works Director Sean Christensen; Police Chief Jim Felt; Engineering Administrative Assistant Kelsi Delbosque.

Item No. 1 Call to Order

The meeting was called to order at 5:15 p.m.

Item No. 2 Public Safety Update (Information)

Staff brought forth, for information, the Police Department statistics for the month of August.

Item No. 3 Accept Project No. 1610/1810 (Resolution)

Staff brought forth, for approval, acceptance of Project No. 1610/1810 and authorization of final payment in the amount of \$81,037.46 to Lametti and Sons, Inc. Project No. 1610/1810 was the replacement of the Armory, Gorton and Fairgrounds lift stations.

A motion was made by Council Member Nelsen, seconded by Council Member Asmus to accept Project No. 1610/1810 and authorize final payment in the amount of \$81,037.46 to Lametti and Sons, Inc. The motion carried.

Item No. 4 2019 Street Improvements Change Orders (Resolutions)

Staff brought forth, for approval, the change orders on Project No. 1901-A and 1901-B. Change Order No. 1 in the amount of \$13,452.08 for Project No. 1901-A, reconstruction of 5th Street SW, resulted from replacing a drain tile and adding addition fill to stabilize soils. Change Order No. 1 in the amount of \$8,008.00 for Project No. 1901-B, reconstruction of 13th, 14th, 15th and 16th Street SE, resulted from lowering a watermain and adding an additional sanitary drop.

A motion was made by Council Member Nelsen, seconded by Council Member Asmus to accept Change Order No. 1 in the amount of \$13,452.08 for Project No. 1901-A. The motion carried.

A motion was made by Council Member Nelsen, seconded by Council Member Asmus to accept Change Order No. 1 in the amount of \$8,008.00 for Project No. 1901-B. The motion carried.

Item No. 5 DOAC Bid Award (Resolution)

Staff brought forth, for approval, the bid award for the DOAC Pool Resurfacing project. Two bids were received, with the low bid from Global Specialty Contractors, Inc. in the amount of \$243,447 for the base bid and alternates of Acid-Rite pH control system and poolside climbing wall.

A motion was made by Council Member Nelsen, seconded by Council Member Asmus to

award the Base Bid and Alternate B and C for the DOAC Pool Resurfacing project to Global Specialty Contractors, Inc. in the amount of \$243,447. The motion carried.

Item No. 6 Robbins Island Beach Closure Policy (Information)

Staff brought forth, for information, the discussion of the Robbins Island beach closure policy. The beach is tested every Monday from Memorial Day to Labor Day for fecal count. If the count is over 200, the beach is closed and staff re-tests the water daily until the levels are below the defined threshold. It is the recommendation from the Parks and Recreation to continue testing the water to protect the public.

There being no further business to come before the Committee, the meeting was adjourned at 6:40 p.m. by Chair Plowman.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sean E. Christensen', written over a horizontal line.

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

Willmar Police Department

Monthly Calls for Service Statistics

Title	August 2018	August 2019
911 Hang Up	19	13
Abandoned Vehicles	90	125
Agency Assist	20	68
Alarm	36	51
Alcohol Offense	10	9
Animal	71	78
Assault	14	11
Burglary	9	5
Child Custody Dispute	6	12
Crash	74	66
Criminal Damage To Property	20	30
Disorderly	33	33
Domestic	44	42
Drugs	18	11
Family Service	56	54
Fight	18	12
Fraud	20	19
Gun Permits	12	22
Harassment	33	30
Information	4	15
K-9 Assist	6	6
Lost And Found	72	73
Mental Issues	7	11
Missing Person	17	39
Motorists Assist	17	16
Neighborhood Disturbance	16	20
Public Assist	231	203
School Related Incidents	0	0
Sex Crimes	8	9
Sudden Death/Bodies Found	2	2
Suicidal Person	13	5
Suspicious	119	101
Theft	74	56
Traffic Complaint	41	58
Traffic Stop	532	375
Trespass	5	11
Warrant Service	35	23

Current Month CFS:

1964

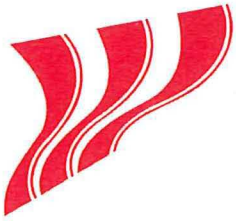
YTD Calls for Service:

12361

2018 Month CFS:

1795

(Some minimal CFS categories not shown)



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 4, 2019
From: Sean E. Christensen, P.E. Public Works Director <i>hc</i>	Subject: Armory/Gorton/Fairgrounds Lift Stations Final Payment

AGENDA ITEM:

Armory/Gorton/Fairgrounds Lift Stations Final Payment

INTRODUCTION/REQUEST:

Accept the project and authorize final payment for Project 1610/1810 of the Armory/Gorton/Fairgrounds Lift Stations.

HISTORY:

The Fairgrounds, Armory and Gorton Lift Stations were identified in the 4 Lift Stations Facilities Plan for replacement. Bolton and Menk was hired by the City for design and construction related services of the project at the August 21, 2017 Council Meeting.

Bids were opened for the lift stations on April 24th, 2018 and Lametti and Sons, Inc. was awarded the project at the May 8th, 2018 Council Meeting in the amount of \$1,441,950. The engineer's estimate for the project was \$1,569,907.25.

CURRENT CIRCUMSTANCE:

Final quantities have been reviewed by Bolton & Menk and staff and the recommendation is to authorize final payment to the contractor.

RECOMMENDATIONS:

Accept Project No. 1610/1810 and authorize final payment in the amount of \$81,037.46 to Lametti & Sons, Inc.

FINANCIAL IMPACT:

The funding for the project is from a Minnesota Public Facilities Authority loan used for improvements to municipal wastewater treatment systems. The final payment of \$81,037.46 is within the project budget.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: September 4, 2019

COUNCIL MEETING DATE: September 16, 2019

Resolution No.

A RESOLUTION ACCEPTING PROJECT NO. 1610/1810 AND AUTHORIZING FINAL PAYMENT.

Motion By:_____ Second By:_____

IMPROVEMENT: Project No. 1610/1810 – Armory, Gorton and Fairgrounds Lift Stations

CONTRACTOR: Lametti and Sons, Inc.
DATE OF CONTRACT: May 7, 2018
BEGIN WORK: June 12, 2018
COMPLETE WORK: June 15, 2019
APPROVE, ENGINEERING DEPT: August 23, 2019

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

1. The said City of Willmar Project No. 1610/1810 be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$1,441,950.00
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$1,441,950.00
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$1,368,239.20
Less Previous Payments	\$1,287,201.74
FINAL PAYMENT DUE CONTRACTOR:	\$81,037.46

Dated this 16th day of September, 2019

Mayor

Attest:

City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

August 23, 2019

Mr. Sean Christensen,
City Engineer
City of Willmar
333 6th St SW
Willmar, MN 56201

RE: 3 Lift Stations Project
City Project No. 1610 & 1810
BMI Project W18.115594

Dear Mr. Christensen:

Enclosed is the final pay estimate for the 3 Lift Stations Project. We have reviewed the contract documents required for final payment and have received the necessary information including lien waivers, consent of surety, and IC 134 forms.

I recommend that final payment be approved as indicated in the final pay application. If you agree with these items, please sign a copy and return them with payment to the contractor and one to us for our files.

If you have any questions or need additional information please contact me at 320-231-3956.

Sincerely,
Bolton & Menk, Inc.

Joshua Halvorson, P.E.
Project Manager

JJH/kw

Enclosures

cc: Steve Okins, Finance Director

CONTRACTOR'S PAY REQUEST		DISTRIBUTION:
3 LIFT STATIONS PROJECT		CONTRACTOR (1)
CITY OF WILLMAR, MN		OWNER (1)
BMI PROJECT NO. W18.115594		ENGINEER (1)
		BONDING CO. (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS		\$1,441,950.00
TOTAL, COMPLETED WORK TO DATE		\$1,368,239.20
TOTAL, STORED MATERIALS TO DATE		\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED		\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS		\$1,368,239.20
RETAINED PERCENTAGE (0%)		\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)		\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE		\$1,368,239.20
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES		\$1,287,201.74
PAY CONTRACTOR AS ESTIMATE NO. Final		\$81,037.46

Certificate for Final Payment

of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Lametti & Sons, Inc.
16028 Forest Blvd N, PO Box 477
Hugo, MN 55038

By Mark Refey Name Chief Estimator Title

Date 7-18-19

Approved [Signature] Contractor's Surety Northland Accidental Death & Sickness Company

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK, INC., ENGINEERS, 2040 HIGHWAY 12 EAST, WILLMAR, MN 56201.

By [Signature], PROJECT MANAGER

Date 8-23-19

APPROVED FOR PAYMENT:
OWNER:

By [Signature] CITY ENGINEER 8.27.19
Name Title Date

And _____
Name Title Date

438.48510.0336

94

Pay Estimate No.:

FINAL

3 LIFT STATIONS PROJECT
CITY OF WILLMAR, MN
BMI PROJECT NO. W18.115594

WORK COMPLETED THROUGH MAY 29, 2018

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$69,331.00	1 LUMP SUM	\$69,331.00	1 LUMP SUM	\$69,331.00	1 LUMP SUM	\$69,331.00
2	GRUB STUMP	\$500.00	1 EACH	\$500.00	EACH		EACH	
3	CLEAR & GRUB TREE	\$200.00	3 EACH	\$600.00	EACH		EACH	
4	TREE PROTECTION	\$100.00	1 EACH	\$100.00	EACH		EACH	
5	TREE TRIMMING	\$500.00	1 LUMP SUM	\$500.00	1 LUMP SUM	\$500.00	1 LUMP SUM	\$500.00
6	REMOVE CURB & GUTTER	\$2.00	976 LIN FT	\$1,952.00	513 LIN FT	\$1,026.00	513 LIN FT	\$1,026.00
7	REMOVE BITUMINOUS PAVEMENT	\$3.00	2969 SQ YD	\$8,907.00	2396 SQ YD	\$7,188.00	2396 SQ YD	\$7,188.00
8	REMOVE CONCRETE PAVEMENT	\$10.00	100 SQ YD	\$1,000.00	74 SQ YD	\$740.00	74 SQ YD	\$740.00
9	REMOVE FORCEMAIN	\$1.00	134 LIN FT	\$134.00	5 LIN FT	\$005.00	5 LIN FT	\$005.00
10	REMOVE STORM SEWER PIPE	\$2.00	198 LIN FT	\$396.00	113 LIN FT	\$226.00	113 LIN FT	\$226.00
11	REMOVE CATCH BASIN	\$400.00	3 EACH	\$1,200.00	3 EACH	\$1,200.00	3 EACH	\$1,200.00
12	REMOVE SANITARY SEWER PIPE	\$2.00	746 LIN FT	\$1,492.00	424 LIN FT	\$848.00	424 LIN FT	\$848.00
13	REMOVE SANITARY MANHOLE	\$1,500.00	7 EACH	\$10,500.00	4 EACH	\$6,000.00	4 EACH	\$6,000.00
14	REMOVE CATCH BASIN CASTING	\$300.00	3 EACH	\$900.00	EACH		EACH	
15	REMOVE FENCE	\$10.00	132 LIN FT	\$1,320.00	132 LIN FT	\$1,320.00	132 LIN FT	\$1,320.00
16	REMOVE WATER SERVICE PIPE	\$5.00	34 LIN FT	\$170.00	34 LIN FT	\$170.00	34 LIN FT	\$170.00
17	DECOMMISSION LIFT STATION - FAIRGROUNDS	\$60,000.00	1 LUMP SUM	\$60,000.00	1 LUMP SUM	\$60,000.00	1 LUMP SUM	\$60,000.00
18	DECOMMISSION LIFT STATION - GORTON AVE	\$25,800.00	1 LUMP SUM	\$25,800.00	1 LUMP SUM	\$25,800.00	1 LUMP SUM	\$25,800.00
19	DECOMMISSION LIFT STATION - ARMORY	\$23,300.00	1 LUMP SUM	\$23,300.00	1 LUMP SUM	\$23,300.00	1 LUMP SUM	\$23,300.00
20	SALVAGE & REINSTALL SIGN	\$150.00	2 EACH	\$300.00	1 EACH	\$150.00	1 EACH	\$150.00
21	COMMON EXCAVATION (P)	\$6.00	1722 CU YD	\$10,332.00	1722 CU YD	\$10,332.00	1722 CU YD	\$10,332.00
22	SUBGRADE EXCAVATION (EV)	\$5.00	300 CU YD	\$1,500.00	142 CU YD	\$710.00	142 CU YD	\$710.00
23	STABILIZING AGGREGATE (CV)	\$30.00	300 CU YD	\$9,000.00	142 CU YD	\$4,260.00	142 CU YD	\$4,260.00
24	SOIL PLANTING MEDIUM (RAIN GARDEN)	\$30.00	20 CU YD	\$600.00	20 CU YD	\$600.00	20 CU YD	\$600.00
25	GEOTEXTILE FABRIC, TYPE V	\$1.00	3045 SQ YD	\$3,045.00	3029 SQ YD	\$3,029.00	3029 SQ YD	\$3,029.00
26	AGGREGATE SURFACING CLASS 5 (CV)	\$15.00	10 CU YD	\$150.00	18 CU YD	\$270.00	18 CU YD	\$270.00
27	AGGREGATE BASE CLASS 5 (CV)	\$15.00	1081 CU YD	\$16,215.00	1037 CU YD	\$15,555.00	1037 CU YD	\$15,555.00
28	BITUMINOUS PATCH (DRIVEWAY, WALK)	\$50.00	246 SQ YD	\$12,300.00	266 SQ YD	\$13,300.00	266 SQ YD	\$13,300.00
29	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	\$60.00	284 TON	\$17,040.00	62 TON	\$3,720.00	221 TON	\$13,260.00
30	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (2,B)	\$55.00	776 TON	\$42,880.00	659 TON	\$36,245.00	659 TON	\$36,245.00
31	BULKHEAD PIPE	\$125.00	7 EACH	\$875.00	7 EACH	\$875.00	7 EACH	\$875.00
32	CONNECT TO EXISTING SANITARY SEWER	\$130.00	8 EACH	\$1,040.00	6 EACH	\$780.00	6 EACH	\$780.00
33	LIFT STATION - FAIRGROUNDS	\$240,000.00	1 LUMP SUM	\$240,000.00	1 LUMP SUM	\$240,000.00	1 LUMP SUM	\$240,000.00
34	LIFT STATION - GORTON AVE	\$220,000.00	1 LUMP SUM	\$220,000.00	1 LUMP SUM	\$220,000.00	1 LUMP SUM	\$220,000.00
35	LIFT STATION - ARMORY	\$230,000.00	1 LUMP SUM	\$230,000.00	1 LUMP SUM	\$230,000.00	1 LUMP SUM	\$230,000.00
36	CANOPY	\$12,000.00	3 EACH	\$36,000.00	3 EACH	\$36,000.00	3 EACH	\$36,000.00
37	CONCRETE BOLLARD	\$500.00	2 EACH	\$1,000.00	2 EACH	\$1,000.00	2 EACH	\$1,000.00
38	8" PVC PIPE SEWER	\$130.00	760 LIN FT	\$98,800.00	691 LIN FT	\$89,796.20	691 LIN FT	\$89,796.20
39	8" DIP SANITARY SEWER	\$105.00	68 LIN FT	\$7,140.00	38 LIN FT	\$3,990.00	38 LIN FT	\$3,990.00
40	4" FORCEMAIN (TRENCHLESS)	\$35.00	1145 LIN FT	\$40,075.00	1340 LIN FT	\$46,900.00	1340 LIN FT	\$46,900.00
41	4" FORCEMAIN (OPEN CUT)	\$75.00	209 LIN FT	\$15,675.00	25 LIN FT	\$1,875.00	25 LIN FT	\$1,875.00
42	6" FORCEMAIN	\$145.00	93 LIN FT	\$13,485.00	90 LIN FT	\$13,050.00	90 LIN FT	\$13,050.00
43	CONSTRUCT 8" OUTSIDE DROP	\$800.00	29 LIN FT	\$23,200.00	28.8 LIN FT	\$23,040.00	28.8 LIN FT	\$23,040.00

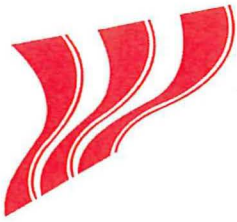
Pay Estimate No.:

FINAL

3 LIFT STATIONS PROJECT
 CITY OF WILLMAR, MN
 BMI PROJECT NO. W18.115594

WORK COMPLETED THROUGH MAY 29, 2018

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
44	CONSTRUCT SANITARY MANHOLE	\$650.00	110 LIN FT	\$71,500.00	109.8 LIN FT	\$71,370.00	109.8 LIN FT	\$71,370.00
45	CHIMNEY SEAL	\$600.00	8 EACH	\$4,800.00	7 EACH	\$4,200.00	7 EACH	\$4,200.00
46	CASTING ASSEMBLY (SANITARY)	\$300.00	8 EACH	\$2,400.00	8 EACH	\$2,400.00	8 EACH	\$2,400.00
47	CORE DRILL & BOOT	\$350.00	2 EACH	\$700.00	2 EACH	\$700.00	2 EACH	\$700.00
48	4" PERFORATED PIPE DRAIN	\$20.00	53 LIN FT	\$1,060.00	604 LIN FT	\$12,080.00	604 LIN FT	\$12,080.00
49	12" RC PIPE SEWER, CLASS V	\$120.00	116 LIN FT	\$13,920.00	74 LIN FT	\$8,880.00	74 LIN FT	\$8,880.00
50	15" RC PIPE SEWER, CLASS V	\$250.00	26 LIN FT	\$6,500.00	LIN FT		LIN FT	
51	18" RC PIPE SEWER, CLASS III	\$100.00	73 LIN FT	\$7,300.00	LIN FT		LIN FT	
52	CONNECT TO EXISTING STORM SEWER	\$1,000.00	8 EACH	\$8,000.00	4 EACH	\$4,000.00	4 EACH	\$4,000.00
53	CASTING ASSEMBLY (CATCH BASIN)	\$500.00	3 EACH	\$1,500.00	EACH		EACH	
54	CONSTRUCT DRAINAGE STRUCTURE, DES H	\$1,700.00	3 EACH	\$5,100.00	3 EACH	\$5,100.00	3 EACH	\$5,100.00
55	ADJUST FRAME & RING CASTING	\$370.00	12 EACH	\$4,440.00	7 EACH	\$2,590.00	7 EACH	\$2,590.00
56	6" CONCRETE PAVEMENT	\$8.00	1276 SQ FT	\$10,208.00	793 SQ FT	\$6,344.00	793 SQ FT	\$6,344.00
57	4" CONCRETE WALK	\$6.00	286 SQ FT	\$1,716.00	SQ FT		SQ FT	
58	CONCRETE CURB & GUTTER DESIGN B624	\$27.00	846 LIN FT	\$22,842.00	532 LIN FT	\$14,364.00	532 LIN FT	\$14,364.00
59	TRAFFIC CONTROL	\$10,000.00	1 LUMP SUM	\$10,000.00	1 LUMP SUM	\$10,000.00	1 LUMP SUM	\$10,000.00
60	TOPSOIL BORROW (LV)	\$25.00	30 CU YD	\$750.00	21 CU YD	\$525.00	22 CU YD	\$550.00
61	STABILIZED CONSTRUCTION EXIT	\$250.00	6 EACH	\$1,500.00	2 EACH	\$500.00	2 EACH	\$500.00
62	STORM DRAIN INLET PROTECTION	\$150.00	15 EACH	\$2,250.00	5 EACH	\$750.00	5 EACH	\$750.00
63	SILT FENCE, TYPE PA	\$3.00	495 LIN FT	\$1,485.00	LIN FT		LIN FT	
64	TEMPORARY EROSION CONTROL (TYPE 1 MULCH)	\$1.50	900 SQ YD	\$1,350.00	SQ YD		SQ YD	
65	TURF ESTABLISHMENT	\$5.00	2815 SQ YD	\$14,075.00	3603 SQ YD	\$18,015.00	4348 SQ YD	\$21,740.00
TOTAL AMOUNT:				\$1,441,950.00		\$1,354,949.20		\$1,368,239.20



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 4, 2019
From: Sean E. Christensen, P.E. Public Works Director	Subject: 2019 Street Improvement Change Orders

AGENDA ITEM: 2019 Street Improvement Change Orders

INTRODUCTION/REQUEST:

Authorize change orders on Project No. 1901-A and 1901-B.

HISTORY:

Project No. 1901-A included the reconstruction of the 5th Street SW cul-de-sac off of 19th Avenue. Project NO. 1901-B included the reconstruction of 13th and 14th Street SE from the service road to the south end and 15th and 16th Street SE from Becker Avenue to the south end.

CURRENT CIRCUMSTANCES:

Change Order No. 1 in the amount of \$13,452.08 for Project No. 1901-A resulted from replacing a 5 inch drain tile that had collapsed as well as extra fill at the entrance of 5th Street to produce stabilized soils.

Change Order No. 1 in the amount of \$8,008.00 for Project No. 1901-B resulted from lowering the watermain on 13th Street because it was in conflict with the new storm line and they need to be at least 18 inches apart. An additional sanitary drop on 14th Street was also needed to match the new design with the existing.

RECOMMENDATIONS:

Accept Change Order No. 1 in the amount of \$13,452.08 for Project No. 1901-A.

Accept Change Order No. 1 in the amount of \$8,008.00 for Project No. 1901-B.

FINANCIAL IMPACT:

The change orders are within the project budgets.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: September 4, 2019

COUNCIL MEETING DATE: September 16, 2019

Resolution No. ____

A RESOLUTION ACCEPTING CHANGE ORDER NO. 1 FOR PROJECT NO. 1901-A.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to modify the contract for Project No. 1901-A between the City of Willmar and Duininck, Inc. of Prinsburg, Minnesota by Change Order No. 1 in the increased amount of \$13,452.08.

Dated this 16th day of September, 2019

Mayor

Attest:

City Clerk

Resolution No. ____

A RESOLUTION ACCEPTING CHANGE ORDER NO. 1 FOR PROJECT NO. 1901-B.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to modify the contract for Project No. 1901-B between the City of Willmar and Duinink, Inc. of Prinsburg, Minnesota by Change Order No. 1 in the increased amount of \$8,008.00.

Dated this 16th day of September, 2019

Mayor

Attest:

City Clerk

CHANGE ORDER NO. 1

WORK ORDER NO. 1

CITY OF WILLMAR, MINNESOTA

PROJECT – PROJECT 1901-A RECONSTRUCTION IMPROVEMENTS

CONTRACTOR – DUININCK INC. BOX 208, PRINSBURG, MN 56281

The following changes in work, quantities and cost for the above project are herewith authorized:

<u>Cost Summary:</u>	Original Contract	\$345,704.75
	Change Order No. 1 (Work Order No. 1 for extra work)	\$13,452.08
	Contract Total	\$359,156.83

Date: August 29, 2019

CITY OF WILLMAR:

Sean Christensen, Public Works Director

DUININCK INC.

Contractor

CHANGE ORDER NO. 1
WORK ORDER NO. 1

CITY OF WILLMAR, MINNESOTA

PROJECT – PROJECT 1901-B RECONSTRUCTION IMPROVEMENTS

CONTRACTOR – DUININCK INC. BOX 208, PRINSBURG, MN 56281

The following changes in work, quantities and cost for the above project are herewith authorized:

<u>Cost Summary:</u>	Original Contract	\$2,232,137.65
	Change Order No. 1 (Work Order No. 1 for utility conflicts)	\$8,008.00
	Contract Total	\$2,240,145.65

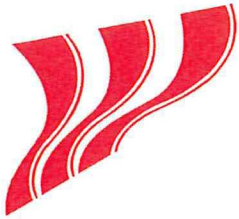
Date: August 29, 2019

CITY OF WILLMAR:

Sean Christensen, Public Works Director

DUININCK INC.

Contractor



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 4, 2019
From: Sean E. Christensen, PE Public Works Director	Subject: DOAC Pool Resurfacing Bids

AGENDA ITEM: DOAC Pool Resurfacing Bids

CURRENT CIRCUMSTANCE:

The 2019 Capital Improvement Program includes \$200,000 for the DOAC pool resurfacing project. Bids were requested to replace the pool plaster finish and provide and install a pH adjustment system and opened on April 25th. With the bids significantly higher than budgeted, staff rebid the project and adjusted the capital budget to accommodate for the increased expense. The new specifications included replastering the pool shell and replacing the pool tile. Alternates included:

B: Acid-Rite PH control system

C: poolside climbing wall

D: concrete for the patio deck.

Bids were opened Wednesday, September 4th at 1:30 pm with two received; Horizon Pool and Global Specialty Contractors, Inc.

RECOMMENDATION:

Award the Base Bid and Alternate B and C for the DOAC Pool Resurfacing project to Global Specialty Contractors, Inc. in the amount of \$243,447.

FINANCIAL IMPACT: The 2019 CIP includes \$200,000 and the 2020 CIP includes \$150,000 for the project.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: September 4, 2019

COUNCIL MEETING DATE: September 16, 2019

Resolution No. _____

**A RESOLUTION AWARDING THE DOAC POOL RESURFACING PROJECT TO GLOBAL SPECIALTY CONTRACTORS
INC. IN THE AMOUNT OF \$243,447.**

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Global Specialty Contractors, Inc. of Eagan, MN for the DOAC Pool Resurfacing project is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$243,447.00.

Dated this 16th day of September, 2019

Mayor

Attest:

City Clerk

BID TABULATION
DOAC POOL PROJECT
SEPTEMBER 4, 2019 1:30 P.M.

Base Bid A: Re-plaster pool shell and replace pool tile

Alternate B: Acid-Rite PH control system

Alternate C: Poolside climbing wall

Alternate D: Concrete for patio deck

<u>Bidder</u>	<u>Amount</u>
Horizon Pool St. Paul, MN	Base Bid A: \$225,000 Alternate B: \$6,490 Alternate C: \$21,000 Alternate D: \$38,000 Total: \$290,490
Global Specialty Contractors Inc. Eagan, MN	Base Bid A: \$214,277 Alternate B: \$9,400 Alternate C: \$19,770 Alternate D: \$16,800 Total: \$260,247



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 4, 2019
From: Rob Baumgarn, Parks and Recreation Director	Subject: Robbins Island beach closure policy

AGENDA ITEM: Robbins Island beach closure policy

INTRODUCTION/REQUEST: Develop a policy to define when the City should close the Robbins Island beach.

HISTORY: There was never a formal policy made for closing the beach. Community Ed/Rec would receive notification from Wastewater staff stating the fecal count was over 200. This was the threshold that previous staff put into place and is the recommendation from the EPA on when to close public beaches. Some of the reasons for high test results can come from heavy rains and high temperatures. Testing is not required by the State.

CURRENT CIRCUMSTANCE: Wastewater tests the beach every Monday (except holidays- test on Tuesdays). They send the test result to the Parks and Recreation Director within 24 hours. If the fecal count is over 200, the Parks and Recreation Director notifies City Administrator, Public Works Director, Public Works Staff and IT department to close the beach. Staff puts out signs and post messages on city website and social media. Wastewater then re-tests the water and send in results to Parks and Recreation Director. If test results are below, we reopen the beach if not the beach remains closed until the count is under 200.

RECOMMENDATION: It is the recommendation to from the Parks and Recreation board to continue to test the water at Robbins Island and to develop a policy on closing the beach.

ISSUES: Does closing the beach put a bad image on the facility?

FINANCIAL IMPACT: All of the work is done at the Waste water treatment plant. - \$50 per week

ALTERNATIVES:

1. Don't test the water-follow Kandiyohi County Guidelines.
2. Different signage to inform the public on water quality.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: September 4, 2019

COUNCIL MEETING DATE: September 16, 2019

FINANCE COMMITTEE

MINUTES

The Finance Committee of the City of Willmar met at 5:15 on Thursday September 5, 2019 in Conference Room No. 1 at the City Office Building.

Present: Audrey Nelsen Chair
Andrew Plowman Member
Julie Asmus Member

Others present: Finance Director Okins, City Clerk Judy Thompson, Planner Sarah Swedberg and City Administrator Brian Gramentz

Item No. 1 Call to Order

The meeting was called to order at 5:15 p.m.

Item No. 2 Public Comments

There were no Public comments.

Item No. 3 Recommended Action Items for the Council

Set Hearing for Weed/Mowing Special Assessments – (Motion)

Pursuant to Willmar Municipal Code, Chapter 9, Article III concerning the cutting of weeds or grass, and in the case of noncompliance, such work to be performed by the City or its agent, the costs thereof can be certified as a special assessment against the property concerned. And, since there were six parcels where noncompliance occurred, staff was asking the committee to recommend to the Council, to set a public hearing for October 7, 2019 at 7:01 p.m.

It was then moved by Councilmember Plowman, seconded by Councilmember Asmus to recommend that the City council set a public hearing for 7:01 p.m. on October 7, 2019.

Main Street Budget Amendment – (Resolution)

Willmar Main Street is currently pursuing the organization of a new event downtown called “Touch-a-Truck” and would like to charge business participants in order to cover marketing and staff time. The participant fee is recommended to be set at \$100 to participate, with a goal of 16-20 businesses. This would allow the event to remain free for all community members to attend, and would require a budgetary amendment of \$1,600 to record the estimated revenue and anticipated costs.

It was moved to recommend by Councilmember Asmus, seconded by Councilmember Plowman to introduce a Resolution to amend the Main Street budget by \$1,600.00.

Preliminary Budget for Local Option Sales Tax – (Resolution)

The Local Option Sales Tax Project Budgets will be proposed and discussed during the 2020 Budget process as the tax will be implemented October 1, 2019. Staff was recommending that a preliminary budget be considered to account for taxes collected in the months of October thru December and then reallocated to the project budgets once finalized in 2020.

The estimated amount of collections in the three-month period is estimated to be approximately \$750,000.

It was then moved by Councilmember Asmus, seconded by Councilmember Plowman to recommend a resolution to set the Preliminary Budget for the Local Option Sales Tax at \$750,000.

Re-appropriation of Funds for Dorothy Olson Aquatic Center – (Resolution)

The 2019 Capital Improvement Program includes \$200,000 for the DOAC pool resurfacing project. Bids were requested to replace the pool plaster finish and provide and install a pH adjustment system and opened on April 25th. Since the bids were significantly higher than budgeted, the project was rebid and adjusted to include replastering the pool tile. Alternates included:

- B: Acid-Rite pH control system
- C: Poolside climbing wall
- D: Concrete for the patio deck.

Bids were opened Wednesday September 4th at 1:30 p.m. The Public Works/Safety Committee recommended awarding the Base Bid with alternates B and C in the amount of \$243,447, needed to fund the shortfall of \$43,447.

After the discussions between the City Engineer and the Finance Director, staff was recommending the excess dollars from the Pro Patch Trailer be re-appropriated to cover the shortfall.

It was the moved by Councilmember Asmus, seconded by Councilmember Plowman to recommend a Resolution to re-appropriate \$43,447 from the Pro-Patch Trailer to the Aquatic Center resurfacing.

Item No. 4 Discussion Items by the Committee

The committee reviewed and discussed the recommendations for updating the City Purchasing Policy. The recommendations would basically change the policy to follow MN Statute 471.345. This way as the State changes the Statute the policy would automatically change and the Council would not have to take action to amend. Staff was directed to place this item for action at the next meeting. The committee also discussed the upcoming meeting schedule and directed staff to schedule special meetings to discuss the Preliminary Tax Levy for September 26th, inviting the whole City Council for input. Also scheduling November 21st regular meeting, with full council input to recommend a final budget for the December 2nd Truth in Taxation meeting.

There being no further business to come before the Committee, the meeting was adjourned at 6:20 p.m. by Chair Nelsen.

Respectfully submitted,

Steven B. Okins
Finance Director



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 5, 2019
From: Judy R. Thompson City Clerk	Subject: Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges

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

INTRODUCTION/REQUEST: Set a Public Hearing for 7:01 p.m. on October 7, 2019, for the Unpaid Weed/Grass Mowing Removal Charges

HISTORY: Pursuant to Willmar Municipal Code, Chapter 9, Article III concerning the cutting of weeds or grass, and in the case of noncompliance, such work to be performed by the City or its agent, the costs thereof can be certified as a special assessment against the property concerned, and

Notice will be given that the City Council of the City of Willmar, Minnesota, will meet on the 7th day of October 2019, at 7:01 p.m. to consider objections to the proposed assessment for the mowing cost incurred on the below-listed property owners.

95-222-0440	Kevin J. & Jay M. Halliday	500 Charlotte Street SE	\$137.89
95-662-0240	Joseph F. Jirasek	819 Olena Ave SE	\$376.99
95-665-0510	Maria G. Meza	1108 Olena Ave SE	\$261.82
95-911-0560	Stephanie L. Nichols	1101 Lakeland Drive NE	\$261.82
95-470-0010	David A. & Janet K. Parker	700 4 th Street SE	\$376.99
95-665-0240	HIS Land Company, LLC	1109 Olena Avenue SE	\$196.15

CURRENT CIRCUMSTANCE: N/A

RECOMMENDATION: Set a Public Hearing for 7:01 p.m. on October 7, 2019, for the Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges

ISSUES: N/A

FINANCIAL IMPACT: \$1,611.66

ALTERNATIVE: N/A

RECOMMENDED MOTION: Set a Public Hearing for 7:01 p.m. on October 7, 2019

REVIEWED BY: Brian Gramentz, Interim City Administrator

COMMITTEE MEETING DATE: September 5, 2019

COUNCIL MEETING DATE: September 16, 2019 CONSENT AGENDA AGENDA



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: Finance Committee	Date: September 5, 2019
From: Sarah J. Swedburg, Planner	Subject: Touch-a-Truck Event

AGENDA ITEM: Willmar Main Street Touch-a-Truck Event

INTRODUCTION/REQUEST: Willmar Main Street is currently pursuing organization of a new event downtown called “Touch-a-Truck” and would like to charge business participants in order to cover marketing and staff time costs.

HISTORY: This is a new event downtown. Public Works puts on a similar, smaller-scale event during Public Works Week in May.

CURRENT CIRCUMSTANCE: Touch-a-Truck is an event that several other communities around the State organize. This free, family-friendly event, new to downtown Willmar, will give kids of ALL ages the opportunity to explore big vehicles they see every day, giving them a hands-on opportunity to understand how and why they work. Attendees get a chance to see trucks and equipment up close, learn what they do, understand vehicle safety, pose for photos, and ask the vehicle operator questions. Businesses may bring all different types of vehicles: construction, emergency, farm equipment, transportation, military, utility, delivery and any other type of similar equipment is encouraged! This new and exciting event is sponsored by the Willmar Main Street Program and is a great opportunity for businesses in front of area attendees and connect with potential customers or employees, as well as encourage kids to find interest in these various industries.

RECOMMENDATION: Motion to approve amendment of the Willmar Main Street budget to allow for revenues from this event to cover event costs.

ISSUES: The Willmar Main Street Board would like to charge for this event to make it sustainable for years to come. They also wanted to ensure that area businesses found that participation in this event was worthwhile.

FINANCIAL IMPACT: Businesses will be charged \$100 to participate, with goal of 16-20 businesses. This will allow the event to remain free for all community members to attend.

ALTERNATIVES:

1. Do not amend the budget.

REVIEWED BY: Steve Okins, Director of Finance

FINANCE COMMITTEE DATE: September 5, 2019

COUNCIL MEETING DATE: September 16, 2019

RESOLUTION NO. _____
2019 FINAL MAIN STREET BUDGET AMENDMENT
Fund/Dept PDS
ESTIMATED TOTAL COST \$58,300
 *Budget Amounts are Essential

Dated: September 4, 2019

Code

PERSONNEL SERVICES

0110*	Salaries Reg. Employees	<u>\$0.00</u>
0111*	Overtime Reg. Employees	<u>\$0.00</u>
0112*	Salaries Temp. Employees	<u>\$0.00</u>
0113*	Employer Pension Contr.	<u>\$0.00</u>
0114*	Employer Ins. Contr.	<u>\$0.00</u>
	TOTAL	\$0.00

SUPPLIES

0220*	Office Supplies	<u>\$500.00</u>
0221*	Small Tools	<u>\$0.00</u>
0222*	Motor Fuels & Lubricants	<u>\$0.00</u>
0223*	Postage	<u>\$1,000.00</u>
0224	Mtce. of Equipment	<u>\$0.00</u>
0225	Mtce. of Structures	<u>\$0.00</u>
0226	Mtce. of Other Improvements	<u>\$0.00</u>
0227	Subsistence of Persons	<u>\$0.00</u>
0228	Cleaning & Waste Removal	<u>\$0.00</u>
0229*	General Supplies	<u>\$15,000.00</u>
	TOTAL	\$16,500.00

OTHER SERVICES

0330	Communications	<u>\$9,000.00</u>
0331*	Printing & Publishing	<u>\$1,200.00</u>
0332	Utilities	<u>\$0.00</u>
0333*	Travel-Conf.-Schools	<u>\$4,770.00</u>
0334	Mtce. of Equipment	<u>\$0.00</u>
0335	Mtce. of Structures	<u>\$0.00</u>
0336*	Mtce. of Other Impr.	<u>\$0.00</u>
0337	Subsistence of Persons	<u>\$0.00</u>
0338	Cleaning & Waste Removal	<u>\$0.00</u>
0339*	Other Services	<u>\$6,155.00</u>
	TOTAL	\$21,125.00

OTHER CHARGES

0440	Rents	<u>\$400.00</u>
0441*	Insurance & Bonds	<u>\$0.00</u>
0442	Awards & Indemnities	<u>\$15,000.00</u>
0443	Subscription/Memberships	<u>\$3,675.00</u>
0444	Interest	<u>\$0.00</u>
0445	Licenses & Taxes	<u>\$0.00</u>
0446*	Prof. Serv.	<u>\$500.00</u>
0447*	Advertising	<u>\$1,100.00</u>
0448*	Adm. OH (Transfer)	<u>\$0.00</u>
0449	Other Charges	<u>\$0.00</u>
	TOTAL	\$20,675.00

GRAND TOTAL **\$58,300.00**

RECEIVABLES

Property Owners	<u>\$0.00</u>
County	<u>\$0.00</u>
State	<u>\$0.00</u>
City	<u>\$32,500.00</u>
City	<u>\$0.00</u>
Other	<u>\$24,200.00</u>
	<u>\$25,800.00</u>
TOTAL	\$58,300.00

FINANCING

Bonds	<u> </u>
State	<u> </u>
City	<u> </u>
City	<u> </u>
Other	<u> </u>
TOTAL	\$0.00

GRAND TOTAL **\$58,300.00**

Dated: _____

 Mayor

Attest:

 City Clerk/Treasurer



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 5th, 2019
From: Steven B. Okins	Subject: Preliminary Budget Local Option Sales Tax

AGENDA ITEM: Local Option Sales Tax Preliminary Budget

INTRODUCTION/REQUEST: Since the Local Option Sales Tax Project Budgets will be proposed and discussed during the 2020 Budget process, and since the Tax will start beginning October 1, 2019. Staff would recommend that a preliminary budget be considered to account for taxes collected in the months of October thru December and then reallocated to the project budgets once finalized in 2020. The projected amount that is estimated for the three months involved would be approximately \$ 750,000.

HISTORY: The authorize to implement a Local Option Sales Tax was given by the Minnesota Legislature in the Legislative session just ending in the spring of 2019.

CURRENT CIRCUMSTANCE: The citizen committees are still meeting to finalize their recommendations to the Park Board and City Staff is working on recommendations for the Storm Sewer projects. Once finalized, reviewed by the Park Board and approved by the City Council during the 2020 Budget Process, the preliminary budget as proposed would be recommended to be re-appropriated to the projects as approved.

RECOMMENDATION: To recommend the City Council pass a Resolution to approve the Preliminary Budget of \$ 750,000 for the Local Option Sales Tax, and to re-appropriate the funds to the Final Project Budgets ~~y~~as recommendations are received.

ISSUES: None

FINANCIAL IMPACT: Temporarily approve a Preliminary Budget for \$ 750,000.

ALTERNATIVES:

1. Take No Action
2. Recommend a different action.

REVIEWED BY: Steven B. Okins Finance Director
FINANCE COMMITTEE DATE: September 5th, 2019

COUNCIL MEETING DATE: September 16th, 2019

RESOLUTION NO. _____
PRELIMINARY Local Option Sales Tax BUDGET
Fund/Dept -----

ESTIMATED TOTAL COST \$ 750,000

*Budget Amounts are Essential

Dated:

Code

PERSONNEL SERVICES

0110*	Salaries Reg. Employees	_____
0111*	Overtime Reg. Employees	_____
0112*	Salaries Temp. Employees	_____
0113*	Employer Pension Contr.	_____
0114*	Employer Ins. Contr.	_____
	TOTAL	\$0.00

RECEIVABLES

Property Owners
County
State
City
City Sales Tax
Other
TOTAL

SUPPLIES

0220*	Office Supplies	_____
0221*	Small Tools	_____
0222*	Motor Fuels & Lubricants	_____
0223*	Postage	_____
0224	Mtce. of Equipment	_____
0225	Mtce. of Structures	_____
0226	Mtce. of Other Improvements	_____
0227	Subsistence of Persons	_____
0228	Cleaning & Waste Removal	_____
0229*	General Supplies	_____
	TOTAL	\$0.00

FINANCING

Bonds
State
City
City Sales Tax
Other
TOTAL

GRAND TOTAL

Dated: _____

OTHER SERVICES

0330	Communications	_____
0331*	Printing & Publishing	_____
0332	Utilities	_____
0333*	Travel-Conf.-Schools	_____
0334	Mtce. of Equipment	_____
0335	Mtce. of Structures	_____
0336*	Mtce. of Other Impr.	_____
0337	Subsistence of Persons	_____
0338	Cleaning & Waste Removal	_____
0339*	Other Services	_____
	TOTAL	\$0.00

Mayor

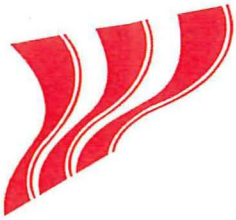
Attest:

OTHER CHARGES

0440	Rents	_____
0441*	Insurance & Bonds	_____
0442	Awards & Indemnities	_____
0443	Subscription/Memberships	_____
0444	Interest	_____
0445	Licenses & Taxes	_____
0446*	Prof. Serv.	\$750,000.00
0447*	Advertising	_____
0448*	Adm. OH (Transfer)	_____
0449	Other Charges	_____
	TOTAL	\$750,000.00

City Clerk/Tre

GRAND TOTAL **\$750,000.00**



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 5, 2019
From: Sean E. Christensen, PE Public Works Director	Subject: DOAC Pool Resurfacing Reappropriation

AGENDA ITEM: DOAC Pool Resurfacing Reappropriation

CURRENT CIRCUMSTANCE:

The 2019 Capital Improvement Program includes \$200,000 for the DOAC pool resurfacing project. Bids were requested to replace the pool plaster finish and provide and install a pH adjustment system and opened on April 25th. With the bids significantly higher than budgeted, staff rebid the project and adjusted the capital budget to accommodate for the increased expense. The new specifications included replastering the pool shell and replacing the pool tile. Alternates included:

B: Acid-Rite PH control system

C: poolside climbing wall

D: concrete for the patio deck.

Bids were opened Wednesday, September 4th at 1:30 pm with two received; Horizon Pool and Global Specialty Contractors, Inc. The Public Works/Safety Committee recommended awarding the base bid with Alternates B and C in the amount of \$243,447 to Global Specialty Contractors, Inc. The Committee directed staff to seek unspent CIP funds for the project with the 2020 CIP not yet adopted.

RECOMMENDATION:

Adopt the resolution authorizing the reappropriation of \$43,447 from the 2019 CIP Prop Patch trailer purchase to the 2019 DOAC Pool Resurfacing project.

FINANCIAL IMPACT: The 2019 CIP includes \$200,000 and the proposed 2020 CIP includes \$150,000 for the project.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: September 5, 2019

COUNCIL MEETING DATE: September 16, 2019

RESOLUTION NO. __

A RESOLUTION REAPPROPRIATING FUNDS FOR THE DOAC POOL RESURFACING PROJECT.

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar to authorize the Finance Director to amend the Capital Improvement Fund Budget as follows:

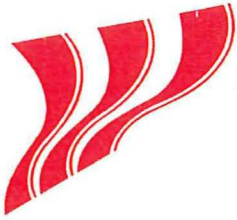
Decrease:	2019 CIP Budget Public Works Pro Patch Trailer	\$43,447
Increase:	2019 CIP Budget DOAC Pool Resurfacing Project	\$43,447

Dated this 16th day of September, 2019

Mayor

Attest:

City Clerk



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 5, 2019
From: Brian Gramentz, City Administrator	Subject: Consideration of Revision of City Purchasing Policy

AGENDA ITEM: Consideration of Revision of City Purchasing Policy

INTRODUCTION/REQUEST: Staff is requesting to revise the current Purchasing Policy updated in May of 2016 to reflect State Statute.

HISTORY: In 2004, the City adopted a purchasing policy setting the amount the City Administrator could approve at \$20,000. In 2013, the City Council amended that policy to request the Council approve all Vehicle and Capital Improvement expenditures above \$10,000. In May of 2016 the Council adopted the current policy dictating authorization limits for spending not requiring Council action and following the competitive bidding process set by State Statute. The State Statute was changed in 2018 to address the cost of inflation since 2008, resulting in a City policy (\$25,000 - \$100,000) more restrictive than the State Statute (\$25,000 - \$175,000).

CURRENT CIRCUMSTANCE: Staff is requesting updating the Purchasing Policy to reflect Minnesota State Statute 471.345 – Uniform Municipal Contracting Law (see attached). No change is recommended to staff spending limits not requiring Council action.

RECOMMENDATIONS: The Council approve the updated policy which reflects changes in the State Statute 471.345 – Uniform Municipal Contracting Law.

FINANCIAL IMPACT: NA

ALTERNATIVES: Let existing policy stand.

REVIEWED BY: Brian Gramentz, City Administrator

COUNCIL MEETING DATE: September 16, 2019

/

CITY OF WILLMAR **PURCHASING POLICY**

Revised: ~~May 2, 2016~~ September 16, 2019

GENERAL PHILOSOPHY

The City of Willmar is committed to be responsible, prudent, and wise in spending the taxpayer's funds.

The purchasing policy was developed by the City to be followed and enforced. It is difficult to identify every possible scenario in this document that might be considered prudent or imprudent. In addition, the city is cognizant of the value not only of the following spending policies, but also the public perception of prudence. The City employees should make every attempt to adhere to the policies and exercise good business judgment in spending. It is recognized that even the best policies will need to be revised periodically and modified as needed.

PURCHASING

POLICY:

The City's policy is to purchase goods and services at the most cost effective and competitive rates, yielding the desired service, turnaround and value for the dollar. This practice must ensure the best utilization of funds, vendor selection, and adherence to ethical business practices including integrity, honesty, and avoidance of conflict of interest.

SCOPE:

This policy applies to purchase of goods or services that includes: competitive bidding, vendor selection, signature authority, purchase orders, and coding.

COMPETITIVE BIDDING

The City follows ~~the rules pursuant to~~ Minnesota State Statute 471.345 Uniform Municipal Contracting Law.

- ~~1. If the amount of the contract is estimated to exceed \$100,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing contracts by the particular municipality or class thereof.~~
- ~~2. Purchases between \$25,000 and \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise~~

~~complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.~~

- ~~3. Purchases under \$25,000 may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt.~~
- ~~4. Other provisions of the statute as listed in the statute.~~

Note: ~~The current statute should always be referenced or referred to for the most recent revisions to the law.~~

It is not the policy of the City to accept the lowest bidding vendor. The acceptance of the bid may be based on a number of factors, including: Cost, delivery costs, demonstrated working experience in the specific area, past experience with the City, overall quality of work, and in emergency situations.

Exception to this policy may be made in order to maintain continuity of services, their in-depth knowledge of the City's operations or systems, the uniqueness of the services offered, and in emergency situations. Examples include, but not limited to: Auditing Services, Financial Services, Engineering Services, Legal Services, Maintenance Contracts, Building Maintenance, Architectural Services, and other similar services. Exception can also be made if the project requires unique skills or if bids cannot be obtained due to lack of interest from the vendors. It is the responsibility of the department head to document the rationale for the vendor selection, particularly when the lowest bid is not accepted and/or if a bid was only received or obtained from one vendor.

Spending Not Requiring Council Action

AUTHORIZATION LIMITS

Individual	\$ Limit - Budgeted	\$ Limit - Unbudgeted
City Administrator	up to \$ 25,000	up to \$ 25,000
Department Directors	up to \$ 5,000	up to \$ 5,000

Note: All payments for capital purchases in excess of \$25,000 must be preapproved by the City Council. Monthly reports for all approved capital expenditures shall be provided to the City Council by the City Administrator. The department director, along with the concurrence of the Finance Director, may delegate signature authority to another individual in their department for a set dollar amount, which should be significantly lower than their own signing authority. This authority must be in writing and be kept in the Finance Department.

Items not requiring Council authorization prior to payment, but is part of the approved budget and over the authorization limits as described above:

- Payroll and payroll related payments
 - Employee Expense reimbursements
 - Insurance Premiums
 - Routine Operations (utilities, supplies, cleaning services, etc.)
 - Emergency payments or other payments to avoid late fees or interest charges.
1. Finance will process payments on a bi-weekly basis. Payments that do not require Council authorization will be issued the same time as Council authorized ones.
 2. Payments that require Council action will be issued after the approval.
 3. A complete list of all paid and unpaid claims will be presented at the regular Council meeting under the consent agenda items.

PURCHASE ORDERS & CODING INVOICES

It is a prudent business practice to issue purchase orders prior to the purchase of goods and services. As a practical matter, no purchase orders are required for purchases under \$5,000. Purchase orders can only be signed by the authorized individuals as outlined above with their respective signing authority. The City Administrator or their designee may co-sign a purchaser order if the order exceeds the director's authorization level.

Purchase orders are issued by the individual departments and retained by them until the goods and services are received. Upon the receipt of the invoice, the department head will approve the invoice for payment and forward the invoice, along with the purchase order to the Finance Department for processing.

All invoices are required to be coded and signed by the department head, or authorized delegate, before forwarding them to the Finance Department for processing.

NEW VENDORS

Selecting new vendors is at the discretion of the department head. When selecting a new vendor the department head or authorized delegate is required to also obtain an IRS Form W-9 from the vendor. The City requires the IRS Form W-9 before payment can be processed for the vendor.

471.345 UNIFORM MUNICIPAL CONTRACTING LAW.

Subdivision 1. **Municipality defined.** For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.

Subd. 2. **Contract defined.** A "contract" means an agreement entered into by a municipality for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

Subd. 3. **Contracts over \$175,000.** If the amount of the contract is estimated to exceed \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing contracts by the particular municipality or class thereof. With regard to repairs and maintenance of ditches, the provisions of section 103E.705, subdivisions 5, 6, and 7, apply.

Subd. 3a. **Contracts over \$175,000; best value alternative.** As an alternative to the procurement method described in subdivision 3, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 4. **Contracts exceeding \$25,000 but not \$175,000.** If the amount of the contract is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.

Subd. 4a. **Contracts exceeding \$25,000 but not \$175,000; best value alternative.** As an alternative to the procurement method described in subdivision 4, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 5. **Contracts \$25,000 or less.** If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 5a. **County or town rental contracts.** If the amount of a county or town contract for the rental of equipment is estimated to be \$60,000 or less, the contract may, in the discretion of the county or town board, be made by direct negotiation by obtaining two or more quotations for the rental when possible and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations shall be kept on file for a period of at least one year after their receipt.

Subd. 5b. **Water tank service contracts.** (a) A municipality may, by direct negotiation or through the solicitation of requests for proposals, enter into a multiyear professional service contract for the engineering, repair, and maintenance of a water storage tank and appurtenant facilities owned, controlled, or operated by the municipality, if the contract contains:

(1) a provision that the municipality is not required to make total payments in a single year that exceed the water utility charges received by the municipality for that year;

(2) a provision requiring that the work performed be done under the review of a professional engineer licensed in the state of Minnesota attesting that the work will be performed in compliance with all applicable codes and engineering standards; and

(3) a provision that if, at the commencement of the contract, the water tank or appurtenant facilities require engineering, repair, or service in order to bring the water tank or facilities into compliance with federal, state, or local requirements, the party contracting with the municipality is responsible for providing the engineering, repair, or service. The costs to bring the water tank or facilities into compliance must be itemized separately and charged to the municipality in payments spread over a period of not less than three years from the commencement of the contract.

(b) If the cost of a contract for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property entered into under this subdivision is estimated to meet the costs specified under subdivisions 3 and 3a, paragraph (a) applies but the municipality must use the procurement methods specified in subdivision 3 or 3a to contract for that portion of the work.

Subd. 6. Applicability of other laws. The purpose of this section is to establish for all municipalities, uniform dollar limitations upon contracts which shall or may be entered into on the basis of competitive bids, quotations or purchase or sale in the open market. To the extent inconsistent with this purpose, all laws governing contracts by a particular municipality or class thereof are superseded. In all other respects such laws shall continue applicable.

Subd. 7. Minimum labor standards. Nothing in this section shall be construed to prohibit any municipality from adopting rules, regulations, or ordinances which establish the prevailing wage rate as defined in section 177.42, as a minimum standard for wages and which establish the hours and working conditions prevailing for the largest number of workers engaged in the same class of labor within the area as a minimum standard for a contractor's employees which must be agreed to by any contractor before the contractor may be awarded any contract for the furnishing of any labor, material, supplies, or service.

Subd. 8. Procurement from economically disadvantaged persons. For purposes of this subdivision, the following terms shall have the meanings herein ascribed to them:

(a) "Small targeted group business" means businesses designated under section 16C.16.

(b) "Business entity" means an entity organized for profit, including an individual, partnership, corporation, joint venture, association, or cooperative.

Nothing in this section shall be construed to prohibit any municipality from adopting a resolution, rule, regulation, or ordinance which on an annual basis designates and sets aside for awarding to small targeted group businesses a percentage of the value of its anticipated total procurement of goods and services, including construction, and which uses either a negotiated price or bid contract procedure in the awarding of a procurement contract under a set-aside program as allowed in this subdivision, provided that any award based on a negotiated price shall not exceed by more than five percent the municipality's estimated price for the goods and services if they were purchased on the open market and not under the set-aside program.

Subd. 9. [Repealed, 1990 c 549 s 3]

Subd. 10. Shared hospital or ambulance service purchasing. Supplies, materials, or equipment to be used in the operation of a hospital licensed under sections 144.50 to 144.56 or an ambulance service licensed under chapter 144E that are purchased or leased under a shared service purchasing arrangement whereby more than one hospital or ambulance service purchases supplies, materials, or equipment with one or more

other hospitals or ambulance services either through one of the hospitals or ambulance services or through another entity, may be purchased without regard to the competitive bidding requirements of this section, if the following conditions are met:

- (1) the hospital's or ambulance service's governing authority authorizes the arrangement;
- (2) the shared services purchasing program purchases items available from more than one source on the basis of competitive bids or competitive quotations of prices; and
- (3) the arrangement authorizes the hospital's or ambulance service's governing authority or its representatives to review the purchasing procedures to determine compliance with these requirements.

The shared services purchasing program may award contracts to more than one bidder if doing so does not decrease the service level or diminish the effects of competition.

Subd. 11. **Fuel contracts for generation of municipal power.** Notwithstanding the amount of the contract, any contract entered into by a municipality for the purchase of fuel required for the generation of power from municipal power plants shall be governed by subdivision 4.

Subd. 12. **Procurement from rehabilitation facilities.** Nothing in this section prohibits a municipality from adopting a resolution, rule, regulation, or ordinance that on an annual basis designates and sets aside for awarding to rehabilitation facilities as described in section 268A.06 a percentage of the value of its anticipated total procurement of goods and services, including construction, and which uses either a negotiated price or bid contract procedure in the awarding of a procurement contract under a set-aside program as allowed in this subdivision, provided that any award based on a negotiated price shall not exceed by more than five percent the municipality's estimated price for the goods and services if they were purchased on the open market and not under the set-aside program.

Subd. 13. **Energy efficiency projects.** The following definitions apply to this subdivision.

(a) "Energy conservation measure" means a training program or facility alteration designed to reduce energy consumption or operating costs and includes:

- (1) insulation of the building structure and systems within the building;
- (2) storm windows and doors, caulking or weatherstripping, multiglazed windows and doors, heat absorbing or heat reflective glazed and coated window and door systems, additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;
- (3) automatic energy control systems;
- (4) heating, ventilating, or air conditioning system modifications or replacements;
- (5) replacement or modifications of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable state or local building code for the lighting system after the proposed modifications are made;
- (6) energy recovery systems;
- (7) cogeneration systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a building or complex of buildings;
- (8) energy conservation measures that provide long-term operating cost reductions; and

(9) water metering devices that increase efficiency or accuracy of water measurement and reduce energy use.

(b) "Guaranteed energy-savings contract" means a contract for the evaluation and recommendations of energy conservation measures, and for one or more energy conservation measures. The contract must provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time, but not to exceed 20 years from the date of final installation, and the savings are guaranteed to the extent necessary to make payments for the systems.

(c) "Qualified provider" means a person or business experienced in the design, implementation, and installation of energy conservation measures. A qualified provider to whom the contract is awarded shall give a sufficient bond to the municipality for its faithful performance.

Notwithstanding any law to the contrary, a municipality may enter into a guaranteed energy-savings contract with a qualified provider to significantly reduce energy or operating costs.

Before entering into a contract under this subdivision, the municipality shall provide published notice of the meeting in which it proposes to award the contract, the names of the parties to the proposed contract, and the contract's purpose.

Before installation of equipment, modification, or remodeling, the qualified provider shall first issue a report, summarizing estimates of all costs of installations, modifications, or remodeling, including costs of design, engineering, installation, maintenance, repairs, or debt service, and estimates of the amounts by which energy or operating costs will be reduced.

A guaranteed energy-savings contract that includes a written guarantee that savings will meet or exceed the cost of energy conservation measures is not subject to competitive bidding requirements of section 471.345 or other law or city charter. The contract is not subject to section 123B.52.

A municipality may enter into a guaranteed energy-savings contract with a qualified provider if, after review of the report, it finds that the amount it would spend on the energy conservation measures recommended in the report is not likely to exceed the amount to be saved in energy and operation costs over 20 years from the date of final installation if the recommendations in the report were followed, and the qualified provider provides a written guarantee that the energy or operating cost savings will meet or exceed the costs of the system. The guaranteed energy-savings contract may provide for payments over a period of time, not to exceed 20 years.

A municipality may enter into an installment payment contract for the purchase and installation of energy conservation measures. The contract must provide for payments of not less than 1/20 of the price to be paid within two years from the date of the first operation, and the remaining costs to be paid monthly, not to exceed a 20-year term from the date of final acceptance.

A municipality entering into a guaranteed energy-savings contract shall provide a copy of the contract and the report from the qualified provider to the commissioner of commerce within 30 days of the effective date of the contract.

Guaranteed energy-savings contracts may extend beyond the fiscal year in which they become effective. The municipality shall include in its annual appropriations measure for each later fiscal year any amounts payable under guaranteed energy-savings contracts during the year. Failure of a municipality to make such an appropriation does not affect the validity of the guaranteed energy-savings contract or the municipality's obligations under the contracts.

Subd. 14. **Damage awards.** In any action brought challenging the validity of a municipal contract under this section, the court shall not award, as any part of its judgment, damages, or attorney's fees, but may award an unsuccessful bidder the costs of preparing an unsuccessful bid.

Subd. 15. **Cooperative purchasing.** (a) Municipalities may contract for the purchase of supplies, materials, or equipment by utilizing contracts that are available through the state's cooperative purchasing venture authorized by section 16C.11. For a contract estimated to exceed \$25,000, a municipality must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source.

(b) If a municipality does not utilize the state's cooperative purchasing venture, a municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations.

Subd. 16. **Reverse auction.** Notwithstanding any other procedural requirements of this section, a municipality may contract to purchase supplies, materials, and equipment using an electronic purchasing process in which vendors compete to provide the supplies, materials, or equipment at the lowest selling price in an open and interactive environment. A municipality may not use this process to contract for services, as defined by section 16C.02, subdivision 17, or a service contract, as defined by section 16C.02, subdivision 7a. Nothing in this subdivision must be construed to prohibit a municipality from adopting a resolution, rule, regulation, or ordinance relating to minimum labor standards under subdivision 7, or procurement from economically disadvantaged persons under subdivision 8.

Subd. 17. **Electronic sale of surplus supplies, materials, and equipment.** Notwithstanding any other procedural requirements of this section, a municipality may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused using an electronic selling process in which purchasers compete to purchase the surplus supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

Subd. 18. **Electronic bidding.** Notwithstanding any other procedural requirements of this section, vendors may submit bids, quotations, and proposals electronically in a form and manner required by the municipality. A municipality may allow bid, performance, or payment bonds, or other security, to be furnished electronically.

Subd. 19. **Town road construction and maintenance.** Notwithstanding any other procedural requirements of this section, a town may contract for the construction or maintenance of a town road by agreeing to the terms of an existing contract between a vendor and a county for road construction or maintenance on an adjoining road if the existing county contract was made in conformance with all applicable procedural requirements.

Subd. 20. **Solicitations to small business enterprises or veteran-owned small businesses.** A contract, as defined in subdivision 2, estimated not to exceed \$250,000 may be made pursuant to the provisions of subdivision 4 provided that a business that is directly solicited is: (1) certified as a small business enterprise by a county designated small business certification program; or (2) certified by the commissioner of administration as a small business that is majority-owned and operated by a veteran or a service-disabled veteran. This subdivision applies only to county boards.

History: 1969 c 934 s 1; 1973 c 123 art 5 s 7; 1973 c 226 s 1,2; 1974 c 510 s 1; 1977 c 182 s 1-3; 1980 c 462 s 4; 1983 c 42 s 1-3; 1983 c 301 s 211; 1984 c 413 s 1; 1985 c 172 s 129; 1Sp1985 c 13 s 347; 1986

c 350 s 1,2; 1986 c 444; 1988 c 409 s 1; 1988 c 689 art 2 s 268; 1989 c 9 s 3; 1989 c 352 s 19,25; 1990 c 391 art 8 s 51; 1990 c 541 s 26,29; 1990 c 549 s 1; 1992 c 380 s 4-6; 1998 c 386 art 2 s 93; 1998 c 397 art 11 s 3; 1999 c 13 s 1; 2000 c 328 s 2-4; 2002 c 358 s 1; 1Sp2003 c 10 s 1; 2004 c 278 s 10-14; 2005 c 63 s 1; 2006 c 274 s 2; 2007 c 136 art 3 s 4; 2007 c 148 art 3 s 31-33; 2008 c 207 s 4-8; 2008 c 356 s 11; 2009 c 101 art 2 s 92; 2014 c 196 art 3 s 4; 2015 c 22 s 1; 2018 c 107 s 1,2; 2018 c 124 s 1; 2018 c 146 s 1

2019 Finance Committee Meeting Dates

September 5th & 19th

September 5th –

September 19th – Mayor's Proposed 2020 Budget

August Monthly Report

** Purchase Policy – Action*
** Fund Balance Policy – Inf.*
** Audit Presentation – Pres.*

September 26th – Special Meeting to discuss and recommend Preliminary Levy

(Full Council Invited) action to ratify on September 30th by full

Council

October 10th & 24th

October 10th –

October 24th – September Monthly Report

November 7th & 21st

November 7th –

November 21st – Mayor's Proposed 2020 Budget – (Full Council Invited)

Recommend on Budget Adoption at December 2nd Council Mtg.

October Monthly Report

December 5th & 19th

December 5th –

December 19th – November Monthly Report

COMMUNITY DEVELOPMENT COMMITTEE MINUTES

The Community Development Committee of the Willmar City Council met on Monday, September 9, 2019, in Conference Room No. 1 at the City Office Building.

<i>Present:</i>	Vicki Davis	Chair
	Shawn Mueske	Council Member
	Kathy Schwantes	Council Member
	Fernando Alvarado	Council Member

Others present: Dave Ramstad – Director of Planning and Development Services, Brian Gramentz – Interim City Administrator, Sarah Swedburg - Planner

Item No. 1 Call to Order

The meeting was called to order at 5:15 p.m.

Item No. 2 Public Comments (For Information Only)

There were no public comments.

Item No. 3 Tax Abatement Agreement with Suite Liv'n /AEHM, LLC (Resolutions-2)

Staff first informed the Committee that the City had already approved the tax abatement for AEHM, LLC (Suite Liv'n) to construct a new 24-unit apartment building, and that the last step in the process was to review and approve the revised resolution and agreement between the City & AEHM, LLC.

Staff provided some background information, including that the Sunwood Apartment Complex was owned by AEHM, LLC and that they are currently in the process of constructing the additional 24-unit building. The scope of work also includes improvements to the interiors and exteriors on the existing two buildings (12-units each). The committee was also informed that AEHM, LLC had requested and received Planning Commission approval for an amendment to the existing Planned Unit Development (PUD), which allowed the construction of the additional 24-units at the site. Finally, staff informed the Committee that the Council-approved Tax Abatement is for 10-years at 90% of the increased tax base, and is being provided because the project could not otherwise support itself in the near-term, without the tax abatement. It was also noted that the city will continue to receive the taxes that are based on the property value prior to the new construction.

Council Member Schwantes, asked staff to clarify what changes were made in the Resolution and Agreement. Staff informed the Committee that the revised resolution corrects and restates the following areas: (a) removed a contingency of approval by the County, (b) the term of the tax abatement was revised to be from 2022 to 2031, (c) the site's multiple parcels were combined into a single Property Identification Number, and (d) clarifications were added to ensure that the tax abatement only applies to the increased property value resulting from the new building. Finally, the Committee also discussed how, if and when Tax Increment Financing and Abatements should be used and for what types of projects.

After discussion, staff made the following two recommendations to the Committee: First, to make a motion to approve the tax abatement resolution amending, correcting, and restating Resolution No. 19-068. And, second, to adopt the resolution to approve the Tax Abatement Agreement with AEHM, LLC and authorize

the Mayor & City Administrator to execute the revised version.

A motion was made by Council Member Schwantes, seconded by Council Member Mueske to approve the resolution amending, correcting, and restating Resolution No. 19-068.

The motion carried.

A second motion was made by Council Member Schwantes, seconded by Council Member Mueske to approve the Tax Abatement Agreement with AEHM, LLC and authorize the Mayor & City Administrator to execute the revised version.

The motion carried.

Item No. 4 Updates (For Information Only)

Staff highlighted some of the department's current activities for the Committee, which included the recent submittal of City's application to participate in the National Flood Insurance Program; that the department continues to its search to fill the Permit Technician / Clerk position; that Sarah attended her first class of the 2019 Vision 2040 Leadership Cohort Program; and that the department has thus far processed 399 permits to date, for a total overall development value of \$47M, of which \$43M (90%) worth of said projects are currently being processed at City Hall, and that construction volume is categorized as follows: 8.5% Retail - 27.6% Institutional - 34% Industrial - 29.7% Multifamily Housing. In addition, it was mentioned that the construction documents for the second phase of the Legacy development has been submitted (Caribou Cabin).

There being no further business to come before the Committee, the meeting was adjourned at 6:00 p.m. by Chair Davis.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. Ramstad', with a large, sweeping flourish extending to the left.

David P. Ramstad, PhD
Director of Planning and Development Services



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 & City Council	Date: September 16, 2019
From: Sarah Swedburg, Planner	Subject: AEHM, LLC Tax Abatement Agreement

AGENDA ITEM: Tax Abatement Agreement with AEHM, LLC

INTRODUCTION/REQUEST: The City approved tax abatement for AEHM, LLC to construct a new 24-unit apartment building. The last step in this process is to review and approve an agreement between the City & AEHM, LLC for the construction of this building.

HISTORY: This property was zoned R-4 and approved a PUD in 1976 for three, 12-unit apartment buildings. Two of which were built and the third remained green space.

CURRENT CIRCUMSTANCE: AEHM, LLC purchased the Sunwood Apartment Complex and is moving forward to construct an additional 24-unit building (in addition to improvements of the interior and exterior on the existing two buildings, 12 units each). AEHM, LLC requested and was approved an amendment to the existing PUD, allowing the expanded construction of a 24-unit building by Planning Commission. During the Commission's review of the PUD request, the public expressed concerns of traffic, property value, property upkeep (garbage, fence, etc.), and green space. Mr. Olson assured the Committee that they were making needed improvements upon acquiring the property and would see the upgrades through. AEHM, LLC's requested and was approved Tax Abatement for 10 years at 90% of the increased tax base and states that the project cannot support itself without tax abatement from the City.

RECOMMENDATION: (1) Motion to approve the tax abatement resolution amending, correcting, and restating Resolution No. 19-068 (2) Adopt a resolution to approve the Tax Abatement Agreement with AEHM, LLC and authorize the Mayor & City Administrator to execute the attached version.

FINANCIAL IMPACT: The approved tax abatement could range from nothing to around \$87,000 over ten years.

ALTERNATIVE:

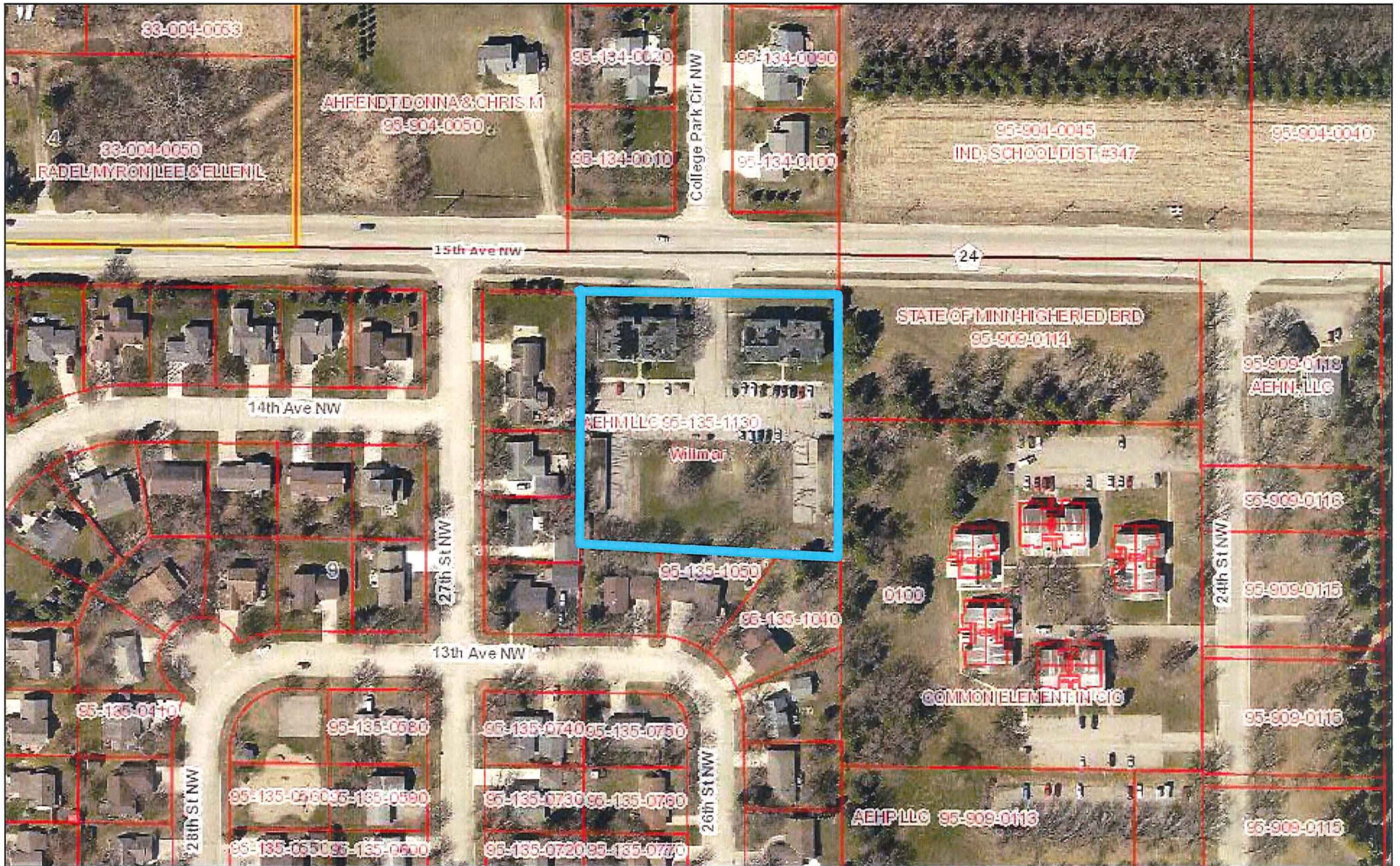
1. Deny the tax abatement agreement or amended resolution.
2. Hold the request for further information.

REVIEWED BY: Dr. David Ramstad, Director of Planning & Development Services Department

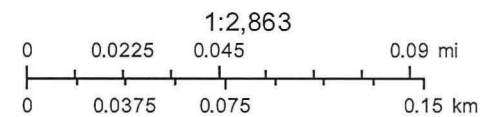
COMMITTEE MEETING DATE: September 9, 2019

COUNCIL MEETING DATE: September 16, 2019

AEHM, LLC Tax Abatement



September 10, 2019



RESOLUTION NO. _____

**RESOLUTION AMENDING, CORRECTING AND RESTATING RESOLUTION NO. 19-068,
APPROVING PROPERTY TAX ABATEMENT**

BE IT RESOLVED by the City Council (the "Council") of the City of Willmar, Minnesota (the "City"), that the Council, in order to correct scrivener's errors in its Resolution No. 19-068, passed May 6, 2019, and make administrative changes resulting from the combination of multiple tax parcels into the Development Property (as defined below) after the date Resolution 19-068 was adopted, without modifying the substance of the abatement granted in said Resolution, hereby amends, corrects and restates its Resolution No. 19-068 as follows:

1. Recitals.

- a. AEHM, LLC (the "Developer") proposes to develop an additional 24 unit apartment building existing on Developer's real property located at 2609 15th Avenue Northwest (parcel number 95-135-1140, the "Development Property") in the City, (the "Project"). The developer has requested that the City provide financial assistance to the Developer for the Project. The City proposes to use tax abatement for the purposes provided for in the Abatement Law (and hereinafter defined), including the Project. The proposed term of the abatement will be for a term not to exceed ten years in a total amount not to exceed \$87,000. The abatement will apply to the City's share of ad valorem property taxes on the Development Property derived from the value of the Project and paid by the Developer (the "Abatement").
- b. On May 6, 2019 the Council held a public hearing on the question of the Abatement, with proper notice being duly given.
- c. The Abatement is authorized under Minnesota Statutes, Section 469.1812 through 469.1815 (the "Abatement Law").

2. Findings for the Abatement. The City Council hereby makes the following findings:

- a. The Council expects the benefits to the City of the Abatement to at least equal or exceed the costs to the City thereof.
- b. Granting the Abatement is in the public interest because it will increase or preserve the tax base of the City, help provide a variety of housing ownership alternatives and housing choices, and help redevelop or renew blighted areas.
- c. The Property is not located in a tax increment financing district.
- d. In any year, the total amount of property taxes abated by the City by this and other resolutions, if any, does not exceed greater of ten percent (10%) of the current levy or \$200,000.

3. Terms of Abatement. The Abatement is hereby approved pursuant to the following terms and conditions:
- a. The Abatement shall be for ten (10) years and shall apply to the taxes payable in the years 2022 through 2031 inclusive.
 - b. The City will abate the portion of the City's share of ad valorem property taxes on the Development Property derived from the value of the Project and paid by the Developer, beginning with taxes payable in 2022 and continuing through taxes payable in 2031, as follows:
 - i) The lesser of \$8,700 per year or the actual City portion of real estate taxes for that year.
 - ii) The Abatement shall be limited to the increase in property taxes resulting from the Project.
 - c. The Abatement shall be subject to all the terms and limitation of the Abatement Law, as well as that certain Tax Abatement Agreement between the Developer and the City approved by the City on even date herewith setting forth the rights and obligations of the parties with respect to the Abatement in greater detail.
 - d. The Abatement may not be modified or changed during its term.
4. Resolution No. 19-068 Superseded. This Resolution amends, corrects, restates and supersedes Resolution No. 19-068. All changes made to the operative provisions of Resolution No. 19-068 herein are shown in legislative text on Appendix A hereto.

Dated this 16th day of September, 2019.

Mayor

Attest:

City Clerk-Treasurer

APPENDIX A: AMENDMENTS TO RESOLUTION NO. 19-068

RESOLUTION APPROVING PROPERTY TAX ABATEMENT

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

1. Recitals.

- b. AEHM, LLC (the "Developer") proposes to develop an additional 24 unit apartment building existing on Developer's real property located at 2609 15th Avenue Northwest (parcel number 95-135-1140, the "Development Property") in the City, (the "Project"). The developer has requested that the City provide financial assistance to the Developer for the Project. The City proposes to use tax abatement for the purposes provided for in the Abatement Law (and hereinafter defined), including the Project. The proposed term of the abatement will be for a term not to exceed ten years in a total amount not to exceed \$87,000. The abatement will apply to the City's share of ad valorem property taxes on the Development Property derived from the value of the Project and paid by the Developer (the "Abatement").
- b. On May 6, 2019 the Council held a public hearing on the question of the Abatement, with proper notice being duly given.
- c. The Abatement is authorized under Minnesota Statutes, Section 469.1812 through 469.1815 (the "Abatement Law").

2. Findings for the Abatement. The City Council hereby makes the following findings:

- a. The Council expects the benefits to the City of the Abatement to at least equal or exceed the costs to the City thereof.
- b. Granting the Abatement is in the public interest because it will increase or preserve the tax base of the City, help provide a variety of housing ownership alternatives and housing choices, and help redevelop or renew blighted areas.
- c. The Property is not located in a tax increment financing district.
- d. In any year, the total amount of property taxes abated by the City by this and other resolutions, if any, does not exceed greater of ten percent (10%) of the current levy or \$200,000.

3. Terms of Abatement. The Abatement is hereby approved; provided, however, this approval is contingent upon the approval by Kandiyohi County of an abatement program for the Project upon the same terms as set forth below for the County's share of property tax amount which the County receives from the Property. The terms of the Abatement are as follows pursuant to the following terms and conditions:
- a. The Abatement shall be for ten (10) years and shall apply to the taxes payable in the years ~~2020-2022~~ through ~~2030-2031~~ inclusive.
 - b. The City will abate the portion of the City's share of ad valorem property taxes on the Development Property derived from the value of the Project and paid by the Developer, beginning with taxes payable in ~~2020-2022~~ and continuing through taxes payable in ~~2030-2031~~, as follows:
 - i) ~~The lesser of \$8,700 per year or the actual City portion of real estate taxes for that year.~~
 - ii) The Abatement shall be limited to the increase in property taxes resulting from the Project.
 - c. The Abatement shall be subject to all the terms and limitation of the Abatement Law, as well as that certain Tax Abatement Agreement between the Developer and the City approved by the City on even date herewith setting forth the rights and obligations of the parties with respect to the Abatement in greater detail.
 - d. The Abatement may not be modified or changed during its term.

Dated this 6th day of May, 2019.

Attest:

Mayor

City Clerk-Treasurer

RESOLUTION NO. _____

TAX ABATEMENT AGREEMENT FOR J.H. LLC

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to enter into a Tax Abatement Agreement between the City of Willmar and AEHM, LLC. In a form in substantial conformity with the draft resolution published in the agenda packet for the meeting at which this resolution was adopted.

Dated this 16th day of September, 2019

MAYOR

Attest:

CITY CLERK

TAX ABATEMENT AGREEMENT
BY AND BETWEEN
CITY OF WILLMAR, MINNESOTA
AND
AEHM, LLC

TABLE OF CONTENTS

Page	
ARTICLE I	DEFINITIONS 2
Section 1.1	Definitions 2
ARTICLE II	REPRESENTATIONS AND WARRANTIES 3
Section 2.1	Representations and Warranties of the City 3
Section 2.2	Representations and Warranties of the Developer 3
ARTICLE III	UNDERTAKINGS BY DEVELOPER AND CITY 4
Section 3.1	Construction of Project and Reimbursement of Cost 4
Section 3.2	Limitations on Undertaking of the City 5
Section 3.3	Commencement and Completion of Construction 5
Section 3.4	Damage and Destruction 5
Section 3.5	No Change in Use of Project 5
Section 3.6	Prohibition Against Transfer of Project and Assignment of Agreement 5
Section 3.7	Real Property Taxes 5
Section 3.8	Tax Abatement Program 6
ARTICLE IV	EVENTS OF DEFAULT 6
Section 4.1	Events of Default Defined 6
Section 4.2	Remedies on Default 7
Section 4.3	No Remedy Exclusive 8
Section 4.4	No Implied Waiver 8
Section 4.5	Agreement to Pay Attorneys' Fees and Expenses 8
Section 4.6	Release and Indemnification Covenants 8
ARTICLE V	ADDITIONAL PROVISIONS 9
Section 5.1	Conflicts of Interest/No Personal Liability 9
Section 5.2	Non-Discrimination 9
Section 5.3	No Merger 9
Section 5.4	Cleanup 9
Section 5.5	Responsibilities for Costs 9
Section 5.6	Notices and Demands 10
Section 5.7	Counterparts 10
Section 5.8	Duration 10
Section 5.9	Provisions Surviving Rescission or Expiration 10
Section 5.10	Records—Availability and Retention 10
Section 5.11	Data Practices 11
Section 5.12	Rules of Interpretation 11

TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2019, by and among the City of Willmar, Minnesota, a Minnesota municipal corporation (the “City”), and AEHM, LLC, a Minnesota limited liability company (the “Developer”),

WITNESSETH:

WHEREAS, the Developer has sought to renovate, rehabilitate and redevelop certain real property owned by the Developer at 2609 15th Avenue Northwest in the City (Parcel No. 95-135-1130) known as the Suite Liv’n Apartments (the “Redevelopment Property”). The renovation, rehabilitation and redevelopment of the Redevelopment Property generally consists of constructing a new 24-unit apartment building and making related site improvements (the “Project”); and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, the City has established a Tax Abatement Program pursuant to which the City is authorized to grant an abatement of ad valorem property taxes imposed by the City on the Redevelopment Property under certain conditions; and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of property tax abatement to abate the City’s share of ad valorem property taxes on the Redevelopment Property for a period not to exceed ten (10) years, specifically with respect to the payable 2022 through 2031 property taxes, in a total amount not to exceed \$87,000.00; and

WHEREAS, the City believes that the development of the Project and fulfillment of this Agreement are vital and are in the best interests of the City, will result in the creation of new employment opportunities for its citizens, increase and modernize the housing options in the City, and increase the tax base in the City, and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, following notice and a public hearing the City adopted Resolution No. 19-068, dated May 6, 2019, which the City thereafter amended by Resolution No. _____, dated _____, 2019 (as amended, the “Abatement Resolution”), thereby agreeing to provide, in accordance with the referenced Abatement Resolution, State law and this Agreement, abatement of City property taxes on the Redevelopment Property subject to the terms and conditions contained in the above-referenced Abatement Resolution and this Agreement (the “Tax Abatement” or “Abatement”); and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement; and

WHEREAS, the City believes that the Project will meet the conditions of the Tax Abatement Act and Tax Abatement Program in that: (a) the City expects the benefits to the City from this Agreement to equal or exceed the costs to the City of this Agreement; and (b) the City finds that granting the Tax Abatement is in the public interest because it will increase or preserve the City’s tax base, and will provide business and employment opportunities in the City; and

WHEREAS, the City has determined that the Project: (a) will promote and carry out the objectives for which development in the City has been undertaken; (b) will be in the vital best

interests of the City and the health, safety, morals and welfare of its residents; and (c) is in accord with the public purposes and provisions of the applicable state and local laws, including requirements of the City's Code, under which the Project will be undertaken and is being assisted; and

WHEREAS, the Developer and the City desire to enter into this Agreement in satisfaction of applicable requirements of the City, and to set out the undertakings and obligations of each party from this point forward with respect to the Project.

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

ARTICLE I

DEFINITIONS

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

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

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

City means the City of Willmar, Minnesota;

Code means the City's Code of Ordinances.

Developer means AEHM, LLC, and its successors and assigns;

Event of Default means any of the events described in Section 4.1;

Project means the construction/installation of the Project Improvements on the Redevelopment Property.

Project Improvements means each and all of the improvements to be performed and/or constructed on the Redevelopment Property as part of the Project, pursuant to the Project Plans and this Agreement specifically including constructing a new 24-unit apartment building and related site improvements to include new parking, curb and gutter, sidewalks, lighting and landscaping improvements. The timing of Developer's construction of the Project is described in more detail in remaining portions of this Agreement. All Project Improvements shall be completed to City specifications as provided in the Project Plans, this Agreement, and the Code.

Project Plans means the plans attached to this Agreement as **Exhibit B**, together with all submissions required by the City Ordinances, or this Agreement with respect to the Project and all plans, drawings, plats and related documents for the construction of the Project, approved by the City and Developer, irrespective of whether the Developer's and/or the City's final approval of any such documents occurs before or after the execution and delivery of this Agreement.

Redevelopment Property means the real property described on Exhibit A, attached hereto;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815;

Tax Abatement Program means the action by the City pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended, and undertaken in support of the Project;

Tax Abatements means the City's reimbursement to the Developer of the City's share of ad valorem property taxes on the Redevelopment Property and paid by the Developer derived from the value of the Project for a period not to exceed ten (10) years, specifically with respect to the payable 2022 through 2031 property taxes, in a total amount not to exceed \$87,000.00, pursuant to the specific provisions of Section 3.8.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(1) The City is a municipal corporation organized under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) To finance the costs of the Project to be undertaken by the Developer, the City proposes, subject to the further provisions of this Agreement, to reimburse the Developer for Project costs as further provided in this Agreement.

(4) The City has made the findings required by the Tax Abatement Act for the Tax Abatement Program.

(5) This Agreement has been duly approved by the City Council of the City and the execution and delivery of this Agreement has been authorized by such City Council.

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

(1) The Developer is a limited liability company duly organized, in good standing, and validly existing under the laws of the State and has the power to enter into the Agreement and to perform its obligations hereunder and is not in violation of its charter, articles of incorporation, operating agreement or any local, state or federal laws.

(2) The Developer will cause the Project to be constructed in accordance with the terms of the Agreement, the Project Plans, and all local, state, and federal laws and regulations

(including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations, City Policy and Code).

(3) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed. Without in any way limiting the foregoing, the Developer will request and seek to obtain from the City, if necessary, such approvals, variances, conditional use permits, zoning changes and other required City approvals as may be applicable.

(4) The Project will, as of the date it is completed and subject to the issuance of City approvals as herein contemplated, contain only uses permitted under the Code.

(5) The Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

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

(7) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project, but only to the extent that the City and the Developer are not adverse parties to the litigation.

(8) The Developer will cooperate fully with the City in resolution of any traffic, drainage, utility, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Construction of Project and Reimbursement of Cost.

(1) The costs of the construction of the Project shall be paid by the Developer. The Developer will construct the Project in a good and workmanlike manner in accordance with the Project Plans and the Code and at all times prior to the termination of this Agreement will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

(2) Upon completion of the Project, the City shall partially reimburse the Developer for the costs of the Project pursuant to the Abatement Program as provided in Section 3.9.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1, the City shall have no obligation to reimburse the Developer for the costs of the Project, if the City, at the time or times such payment is to be made, is entitled under Section 4.2

to exercise any of the remedies set forth therein as a result of an Event of Default which has not cured.

Section 3.3 Commencement and Completion of Construction.

The Developer shall commence construction of the Project on or before October 1, 2019, and shall complete the Project by December 31, 2020. All work with respect to the Project to be constructed or provided by the Developer shall be in conformity with the Project Plans as submitted by the Developer and approved by the City.

Nothing in this Agreement shall be deemed to impair or limit any of the City's rights or responsibilities under its zoning laws or construction permit processes.

Section 3.4 Damage and Destruction. In the event of damage or destruction of the Project the Developer shall repair or rebuild the Project.

Section 3.5 No Change in Use of Project. The City's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Developer.

Section 3.6 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the termination date of this Agreement the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City. The City shall be entitled to require as conditions to any such approval that;

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

Section 3.7 Real Property Taxes. The Developer acknowledges that it is obligated under law to pay all real property taxes and special assessments payable with respect to all parts of the Redevelopment Property acquired and owned by it which are payable pursuant to this Agreement, State law and any other statutory or contractual duty that shall accrue subsequent to the date of its acquisition of title to the Redevelopment Property (or part thereof) and until title to the property is vested in another person. The Developer agrees that for tax assessments so long as this Agreement remains in effect:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Redevelopment Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with

respect to the Redevelopment Property, including delinquent tax proceedings; provided, however, “tax statute” does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Redevelopment Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceeding, including delinquent tax proceeding with respect to the Redevelopment Property; provided, however, “tax statute” does not include any local ordinance or resolution levying a tax;

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

(4) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.181, or any other State or federal law, of the ad valorem property taxation of the Redevelopment Property so long as this Agreement remains in effect.

Section 3.8 Tax Abatement Program.

(1) The Tax Abatement paid to the Developer shall be in accordance with and subject to the terms and conditions contained in the Abatement Resolution and the Tax Abatement Act.

(2) The Tax Abatement shall be for a duration not to exceed ten years and shall apply to the City’s share of ad valorem property taxes on the Redevelopment Property derived from the value of the Project and paid by the Developer, beginning with taxes payable in 2022 and continuing through taxes payable in 2031, in the lesser amount annually of \$8,700 or 100 percent of the City’s share of ad valorem property taxes on the Redevelopment Property for that year.

(3) On or before January 1 and July 1 each year commencing July 1, 2022 and including January 1, 2032, the Developer shall invoice the City in the amount of the City’s portion of ad valorem property taxes on the Redevelopment Property paid by Developer in the previous six-month period to which the Developer is entitled to reimbursement under this Section. On or before February 1 and August 1 each year commencing August 1, 2022 to and including February 1, 2032, the City shall pay the Developer the amount of the Tax Abatements received by the City in the previous six-month period.

(4) In order to be entitled to the Tax Abatement provided for in this Agreement, the Developer shall not be in default within the City of any of its payment obligations respecting any taxes, assessments, utility charges or other governmental impositions. Notwithstanding the other provisions of this Article, the City shall not have any obligation to the Developer with respect to the Abatement of taxes hereunder if the City, at the time or times such obligation is required, is entitled to exercise any of the remedies set forth in this Agreement as a result of an Event of Default, which has not been cured.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay when due the payments required to be paid or secured under any provision of this Agreement or which are otherwise required, including the payment of any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Redevelopment Property, the Project or any portion thereof.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under the Agreement.

(4) If Developer admits in writing of its inability to pay its debts generally as they become due or shall file or be involuntarily named as a debtor in a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Redevelopment Property.

(5) If the Developer, on a petition in bankruptcy filed against it, be adjudicated bankrupt, or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of the Developer, a receiver of the Developer or of the whole or substantially all of its property, or approve a petition filed against the Developer seeking reorganization or rearrangement of the Developer under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

(6) If the Developer is in default under any mortgage and has not entered into a workout agreement with the Mortgagee within sixty (60) days after such default

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, in addition to any other remedies or rights given the City under this Agreement, after the giving of thirty (30) days’ written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default, may take any one or more of the following actions:

(1) The City may suspend its performance under this Agreement, including the payment of any Tax Abatement, until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and reassess any ad valorem property taxes previously abated in proportion to the Developer’s failure to construct or install the Project Improvements against the Developer in the manner of a special assessment.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement; provided that any exercise by the City of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage authorized by this Agreement; and provided further that should any Mortgagee succeed by foreclosure of the mortgage or deed in lieu thereof in respect to the Developer's interest in the Redevelopment Property, the Mortgagee shall, notwithstanding the foregoing, be obligated to perform the obligations of the Developer to complete construction of the Project described and in the manner required hereunder, but only to the extent that the same have not theretofore been performed by the Developer.

(4) The City may withhold any certificate or permit required hereunder.

The notice of an Event of Default required in this Section shall be effective on the date mailed or hand delivered to the Developer.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Except as expressly set forth herein, it shall not be necessary to give notice to exercise a remedy, other than such notice as may be required in this Article.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by either party hereto and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefore, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Release and Indemnification Covenants.

(1) The Developer expressly releases from and covenants and agrees to indemnify and hold the City and its officers, agents, servants, employees and all members of the City Council, planning commission and other board or commission harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or an account of the Project, the Redevelopment Property, or the performance of work at the redevelopment site and elsewhere pursuant to this Agreement, and further releases such officers employees, agents and members from any personal liability in connection with handling funds pursuant to the terms of this Agreement. The

indemnification provided hereunder shall not apply to intentional acts or the gross misconduct of the individual or entity so indemnified.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and its officers, agents, servants and employees and all members of the City Council, planning commission and other board or commission, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Developer under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Project.

(3) The City and its officers, agents, employees and all members of the City Council, planning commission and other board or commission shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

(4) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any officer, agent, servant, employee or any members of the City Council, planning commission and other board or commission of the City in the individual capacity thereof.

(5) The Developer is not an agent of the City and this Agreement shall not be construed as creating a joint venture, partnership or other joint arrangement between the Developer and the City relating to the Project.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Conflicts of Interest/No Personal Liability. No member of the governing body or other official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount that may become due to the Developer for any obligations under the terms of this Agreement.

Section 5.2. Non-Discrimination. Developer shall not violate any law applicable to it with respect to civil rights and non-discrimination including, without limitation, Minnesota Statutes, Section 181.59.

Section 5.3. No Merger. None of the provisions of this Agreement are intended to be or shall be merged by reason of any deed transferring any interest in any part of the Redevelopment Property and any such deed shall not be deemed to affect or impair the provisions of this Agreement.

Section 5.4. Cleanup. The Developer shall promptly clear or cause to be cleared from the Redevelopment Property and any public streets or property, any soil, earth or debris or unnecessary personal property or equipment resulting from construction work by the Developer or its agents or assigns. If Developer fails to do so within two (2) business days of receipt of telephone or personally delivered personal notice from the City, the City shall be entitled to undertake such corrective action as it deems necessary and to charge the Developer for the cost of such corrective action. This remedy is in addition to any other remedy available to the City hereunder. Developer's failure to pay such charges when billed by the City shall be an additional Event of Default under this Agreement.

Section 5.5. Responsibility for Costs. Developer shall be responsible for the following costs incurred with respect to this Agreement, which costs shall be paid as set forth below:

(1) The Developer shall reimburse the City for reasonable, administrative and out-of-pocket costs, expenses and disbursements incurred in the enforcement of this Agreement, including engineering and attorney's fees.

(2) The Developer shall pay in full all bills submitted to it by the City within thirty (30) days after receipt. If the bills are not paid on time, the City may without further notice to Developer exercise any one or more of the remedies provided to the City by Article 5 hereunder.

Section 5.6 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the Developer is addressed to or delivered personally to:

AEHM, LLC
619 Hwy 71 NE
Willmar, MN 56201

(2) in the case of the City is addressed to or delivered personally to:

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

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.8 Duration. This Agreement shall remain in effect through February 1, 2031, unless earlier terminated or rescinded in accordance with its terms.

Section 5.9 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.10 Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Developer agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Developer and involve transactions relating to this Agreement. The Developer agrees to maintain these records for a period of six years from the date of termination of this Agreement.

Section 5.11 Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

Section 5.12. Rules of Interpretation.

(1) Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota,

(2) Includes Entire Agreement. The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(3) Original Sections. References herein to any particular article, section or paragraph hereof are to the section or subdivision of this Agreement as originally executed.

(4) Headings. Any headings, captions, or titles of the several parts, articles, sections, and paragraphs of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provision.

(5) Conflict Between Agreements. In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any other instrument, the terms, conditions and provisions of this Agreement shall control and take precedence.

(6) Entire Agreement. This Agreement including any Schedules and Exhibits hereto contain the entire agreement of the parties relating to the subject matter herein, and no other prior or contemporary agreements, oral or written, shall be binding upon the parties hereto.

(7) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as provided and as conditioned in this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

AEHM, LLC

By _____
Its _____

CITY OF WILLMAR, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

Exhibit A
Legal Description of Redevelopment Property

Lots 32, 33, 34, 35, 36, and 37, Block 5 and the adjacent vacated 26th Street Northwest of College View, according to the recorded plat thereof, Kandiyohi County, Minnesota.

Kandiyohi County Parcel No. 95-135-1130

Exhibit B
Redevelopment Project Plans

LABOR RELATIONS COMMITTEE

MINUTES

The Labor Relations Committee met on Monday, September 9, 2019 at 6:15 p.m. in Conference Room No. 1 at the Willmar City Office Building.

Present: Shawn Mueske Council Member
 Fernando Alvarado Council Member
 Vicki Davis Council Member
 Kathy Schwantes Council Member

Others present: Human Resource Director Samantha Beckman, City Administrator Brian Gramentz, and Fire Chief Frank Hanson.

Item No. 1 Call to Order

The meeting was called to order by Council Member Mueske at 6:15 p.m.

Item No. 2 Public Comment

There were no public comments.

Item No. 3 Deputy Fire Chief Position Request (Motion)

Staff brought forth the request for a Full-Time Deputy Fire Chief again, now that Administrator Gramentz, Chief Hanson, and Mayor Calvin had discussed and reviewed the request and funding sources. The proposed job description, justification for the position, and salary range have all been reviewed by the committee. With increased population, commercial (and inspection) growth, emergency management protocol, increased Training and Public Education requirements, and the need for a full-time 'back-up' chief (rather than only available on-call) there is a growing need for a Full Time Deputy Fire Chief. A motion was made by Council Member Davis, seconded by Council Member Alvarado and passed to approve adding a Deputy Fire Chief as a new position with the City in 2020.

Item No. 4 City Clerk Job Description Update (Motion)

Staff brought forth updating and re-scoring the City Clerk job description. There were several duties that were removed from the job description in 2016, however the current City Clerk continues to perform those duties so they were added back in to the job description and then re-scored by the HR Director. A motion was made by Council Member Schwantes, seconded by Council Member Davis and passed to approve the new job description and pay grade.

Item No. 5 Willmar Employee Educational Program Policy (Information)

Staff brought forth updating the current Willmar Employee Educational Program Policy as a continuation of earlier discussions. Several options and updates were discussed and staff will bring back a revised policy for approval at our next meeting.

Item No. 6 Employee Engagement – Insights Discovery (Recommendation for 2020 Budget)

Staff presented the Insights Discovery employee engagement/communication profile as an employee development tool to be implemented in 2020. After discussion about the program and other similar offerings, a group consensus was reached to request \$20,000 in the 2020 budget for an employee engagement program.

Item No. 7 Employee Personnel Policy – 7th Section (Motion)

Staff presented the seventh section of the updated employee personnel policy and Military Leave Policy. It was pointed out that the majority of this section are leaves required to be offered to employees by law. In future updates to the handbook, these sections will be simplified to reference the applicable state statute. A motion was made by Council Member Schwantes, seconded by Council Member Alvarado and passed to adopt the seventh section of the new Personnel Policy and Military Leave Policy.

Item No. 8 Employee Personnel Policy – 8th Section (Information)

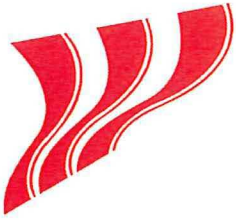
Staff distributed the eighth section of the updated employee personnel policy. At the League's recommendation, staff is utilizing their handbook template and customizing it to Willmar's policies and procedures.

There being no further business to come before the Committee, the meeting was adjourned at 7:35 p.m. by Council Member Mueske.

Respectfully submitted,

A handwritten signature in black ink that reads "Samantha Beckman". The signature is written in a cursive, flowing style.

Samantha Beckman
Human Resources Director



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 16, 2019
From: Frank Hanson, Fire Chief Samantha Beckman, HR Director	Subject: Fulltime Deputy Fire Chief

AGENDA ITEM: CONSIDER APPROVAL OF A RESOLUTION TO ADD A FULLTIME DEPUTY FIRE CHIEF POSITION.

INTRODUCTION/REQUEST: Request the City Council to consider a fulltime Deputy Fire Chief Position.

HISTORY: In 2000 the City of Willmar hired a fulltime Fire Chief / Marshal for the first time. Since that time the fire department has been operating under the fulltime Fire Chief and three paid on call Assistant Chiefs. In 2013 the department added another paid on call Chief. Past Fire Chiefs have also recognized the need for an full time Deputy Chief, beginning around 2006.

CURRENT CIRCUMSTANCE: I feel strongly to serve the community as the high level of service that they deserve we need to add this fulltime position. Not only do I serve the city as the fire chief but also as the fire marshal, city emergency management director, and city safety coordinator. I feel that I cannot provide the level of service in all four positions as I should. Also in my absence I am putting the responsibility of these positions on a paid on call (part time) Assistant Chief. This position has followed the proper procedure for acceptance. It has been approved by the City Administrator and the Labor Relations Committee.

RECOMMENDATION: Staff is requesting that the Council approve this fulltime position to begin January 1, 2020.

ISSUES:

FINANCIAL IMPACT: We will be adding another fulltime position to the City of Willmar. It will be paid at a salary range 10.

ALTERNATIVES:

1. Do not approve this additional position

REVIEWED BY: Brian Gramentz, City Administrator

LABOR RELATIONS COMMITTEE DATE: September 9, 2019

COUNCIL MEETING DATE: September 16, 2019

Full-Time Deputy Chief Justification

- Population has continued to grow within our fire protection service area.
- Commercial growth has skyrocketed over the last several years.
- The need for more commercial inspections is growing -- right now we do not have a formal inspection program as I just do not have enough time to develop one and follow through with the inspections.
- My goal with this position would be to develop the formal inspection program and conduct regular inspections on commercial buildings. Many of our buildings have not been inspected in 20+ years, due to the lack of time of the Fire Chief/ Fire Marshal. I can only do inspections now on a request or complaint basis.
- Daycare inspections continue to grow due to the lack of available daycare in the area.
- This position would also head the Training and Public Education Divisions of the Fire Department. This is needed as both areas are growing by leaps and bounds. Both of these areas are providing quality programs, but as training requirements continue to grow and public education events become more numerous I have seen that the Paid On Call Firefighters and Chiefs that led these areas are becoming overwhelmed and this could very easily affect the quality.
- When I am not available, the city currently relies on the Paid On Call Assistant Chief to manage the fire department affairs. This concerns me for two reasons, first of all is that is a huge responsibility to place on a "part time" Chief, also currently the Assistant Chief works mainly out of town on weekdays from 5:00am to about 4:00pm. Do to this there may be minimal or no supervision for the Fire Department.
- 70% of my time right now is devoted to the Fire Marshal and Emergency Management tasks of my job. I feel that this puts extra stress on the other fulltime Fire Department staff in dealing with day to day activities beyond their job description.
- This position would also coordinate a fire hydrant flow testing program as well as assisting with maintaining a high ISO standard.
- I feel that adding this position would bring great benefits to both the Fire Department and to the citizens of Willmar.

DEPUTY FIRE CHIEF

Position Title: Deputy Fire Chief
Department: Fire
Department Head: Fire Chief
Immediate Supervisor: Fire Chief
Pay Range: 10 **FLSA Status:** Exempt

APPROVED: _____
REVISED: _____
REVISED: _____
REVISED: _____

Purpose

Performs mid-level supervisory, administrative, and technical work with primary responsibility for managing the daily operations of the Fire Department including all personnel. Coordinates training, public education and equipment needs. Assumes command of the Department in the Fire Chief's absence.

Organizational Relationships

Communicates with: *Internally* – Fire Chief, City Council, other department directors, City Attorney; *Externally* – other Fire Chiefs/Marshals, local, state, and federal disaster and fire service agencies, state law enforcement agencies, business people, various business and community organizations, various media, and the general public.

Supervises: All Department Staff.

ESSENTIAL FUNCTIONS

1. Perform administrative activities:
 - A. Provide direction to company officers: ensure adherence to department rules and regulations. Counsel, discipline and/or recommend disciplinary action, including suspension and up to discharge, to the Fire Chief. Work with department personal to ensure open communication, and resolve conflicts. Provide and direct training for supervisors, meet with supervisors and solicit input on a regular basis, and evaluate performance of department companies. Make assignment recommendation to the Fire Chief.
 - B. Assist in creating and managing department budget. Approve purchases of budgeted equipment for day-to-day operations. Authorize expenses for equipment repair/replacement, determine needs and supply levels for equipment, and make major decisions for major expenses in the Fire Chiefs absence. Solicit input from staff for budget and equipment needs, research needs and cost and make recommendations to the Fire Chief.
 - C. Identify needs for policy and procedure updates, write policies and procedures at the direction of the Fire Chief, research information, consult legal counsel, and train firefighters and officers in new policies and procedures.
 - D. Hiring – At the direction of the Fire Chief for hiring and promotion process: Serve on the interview panel, assist in selection of the interview panel, and conduct background investigations of new employees. Make recommendations for hire to the Fire Chief.
 - E. Command Responsibilities: In the absence of the Fire Chief, assumes full command of the department. Ensure proper resources as Major Incident Commander in critical incidents.
 - F. Work with other city departments and organizations to plan for special events.
2. Fire Suppression:
 - A. Assist with maintaining the department in a continual state of readiness in order to deal with emergency situations effectively and safely.
 - B. Direct firefighters at the scene of fires and emergencies when the Fire Chief is absent.

DEPUTY FIRE CHIEF

- C. Maintain appropriate records on equipment, personnel, training, and public education.
- 3. Perform Inspection Duties:
 - A. Conduct code enforcement and maintenance inspections of multi-family, commercial and industrial buildings, properties and fire protection systems.
 - B. Perform fire pump, standpipe and sprinkler plan reviews and tests.
 - C. Perform hydrant flow testing
- 4. Department Public Education Program:
 - A. Prepare and keep accurate records of all public education activities conducted by the Fire Department.
 - B. Provide specific public education goals for the department.
 - C. Be a direct liaison with outside public education agencies to include fire departments, MnSCU, State Fire Marshal's office, and other organizations.
 - D. Shall be the point of contact for all public education lesson plans, objectives, and outside events.
- 5. Firefighter Training:
 - A. Prepare and keep accurate records of all firefighter training activities.
 - B. Approve all outside training opportunities requested by the firefighters.
 - C. Post a monthly training schedule and conduct special drills as needed or requested by the Fire Chief.
 - D. Provide specific training goals for the Fire Department.
 - E. Is a direct liaison with outside training agencies to include fire departments, MnSCU, Minnesota Fire Service Certification Board, and Minnesota Board of Firefighter Training and Education (MBFTE).

Performs other related duties as assigned by supervisor or as apparent

Required Knowledge, Skills and Abilities

Knowledge of firefighting equipment practices, principles, methods and techniques.

Knowledge of fire codes and building codes and fire prevention laws and regulations.

Ability to prepare and implement operating and capital improvement budgets.

Ability to effectively communicate with the public, departmental personnel, City staff, City Council and other governmental agencies.

Ability to provide leadership and promote morale among the firefighters.

Ability to develop cooperative relations with the public.

Ability to use a computer/scanner/copies.

Ability to train and supervise personnel.

MINIMUM QUALIFICATIONS

Associate's degree and ten years training and experience with a paid on call fire department including five years at the rank of Fire Captain or above. An equivalent amount of training and experience may be considered.

Preferred Qualifications

Bachelor's Degree in Fire Science, Public Administration or closely related field.

Preferred certifications include: fire officer, fire instructor, technician level hazardous materials, fire code inspections, and fire investigation.

DEPUTY FIRE CHIEF

Working Conditions

Works indoors at fire station and outdoors while traveling and conducting inspections and investigations. Operates a vehicle for regular transportation needs. Sits, stands and performs a variety of physical movements to conduct fire investigations, building inspections, and training. Exposure to irritants/fumes, hazardous chemicals, fire and smoke, noise, and electric shock. Performs some manual digging. Uses all types of visions and senses.



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 16, 2019
From: Samantha Beckman, Human Resource Director	Subject: Consideration of City Clerk Job Description Update

AGENDA ITEM: Consideration of City Clerk Job Description Update.

INTRODUCTION/REQUEST: In continuation of previous meetings and discussions the City Clerk job Description is being re-evaluated to ensure internal and external equity.

HISTORY: There were several duties that were removed from the job description in 2016, however the current City Clerk continues to perform those duties so they were added back in to the job description and then the position was re-scored by the HR Director.

CURRENT CIRCUMSTANCE: The updated job description is ready for approval, the new score moves the position from a salary range 7 into a range 8.

RECOMMENDATION: Approve the City Clerk job description and salary range.

ISSUES: None

FINANCIAL IMPACT: Move from Range 7 (26.97 – 36.06 per hour) to Range 8 (30.30 – 40.40 per hour).

ALTERNATIVES:

1. Not approve the updated Job Description

RECOMMENDED MOTION: Approve the City Clerk job description as presented.

REVIEWED BY: Brian Gramentz, City Administrator

LABOR COMMITTEE DATE: September 9, 2019

COUNCIL MEETING DATE: September 16, 2019 Regular Agenda Consent Agenda

CITY CLERK

Position Title: City Clerk
Department: Administration
Department Head: City Administrator
Immediate Supervisor: Same
Pay Range: 87 **FLSA Status:** Non-Exempt

<i>APPROVED:</i> <u>April 5, 2000</u>
<i>REVISED:</i> <u>July 18, 2016</u>
<i>REVISED:</i>
<i>REVISED:</i>

PURPOSE

The City Clerk is responsible for developing programs and procedures for management of the City's vital records, serves as secretary to numerous committees, coordinates City elections, manages City licensing and provides administrative support. Primary responsibility is for Clerk department administration and coordinating programs in the areas of special assessments, elections, records retention, licenses and permits, risk management, and safety. Maintains insurance records, and official City documents. This position is responsible for making recommendations to the Administrator and the City Council for matters affecting the Clerk's Department.

ORGANIZATIONAL RELATIONSHIPS

Communicates with: *Internally* - City Administrator, other department directors, City Council, Administrative Assistant; *Externally* other City Clerks, League of MN Cities, County Auditor, City Attorney, MN Alcohol and Gambling Enforcement Division, citizens receiving assessments on improvement projects, CVB staff, CCT staff, Willmar Fests volunteers, Charter Commission appointees.

Supervises: Clerk/Secretary/Receptionist.

ESSENTIAL FUNCTIONS

Serving as official record keeper for the City; overseeing the maintenance of official City records including ordinances, resolutions, City Council Action reports, agendas and minutes; overseeing the posting and advertising of public notices and meetings; and maintaining the City Code.

Number and publish ordinances upon adoption and ensure they are codified into the Municipal Code.

Oversees the data practices requirements under Minnesota Statute for all departments. Serve as Compliance Official pursuant to Minnesota Data Practices Act to administer the requirements for collection, storage, use and dissemination of data maintained by the City.

File, monitor and maintain property, liability and automotive insurance. Oversees and administers all non-personnel insurance related issues for the City including maintenance of all certificates of insurance. Acts as member of the City's Safety Committee and reports all non-personnel incidents.

Implements the records management system and ensures the proper storage of all records to assure compliance with state and federal statutes. Responsible for training, implementation, operation and maintenance of the City's document imaging system.

Receives and verifies petitions on public improvement projects, arranges for public hearings, and drafts legal notices.

Monitor daily receipt of revenues for code compliance, deposit receipts in local banking institution. Monitor/handle cash and collect/receipt fees, payments, and other monies; disperse expenditure checks; and maintain petty cash for City Clerk, Mayor/Council, and City Administrator.

CITY CLERK

Responsible for local and general elections, including training of judges, preparation of ballots and facilities, and coordination with the County Auditor and Secretary of State. Coordinate all elections staff and complete election head judge selection as well as setting up required vote equipment at polling sites in each ward.

Record and certify ordinances and resolutions; keep the City Seal; attest all legal documents, including ordinances, resolutions, contracts, agreements, etc.

Conduct City auction of surplus goods.

Conduct bid letting in accordance with applicable laws and City requirements.

Manages issuance of City licenses/permits and authorize the issuance of the license/permit if compliant with laws and ordinances.

Approve forms for licenses and permits and enforce/rectify violations with license ordinance.

Manage the City Clerk, Office Services, Elections, and CVB departmental budgets.

Assist the public and City staff by providing specific and/or general information requiring interpretation of policies, procedures, precedents, rules and regulations, including federal, state, and local laws as applicable to the operation of the City and/or the Office of the City Clerk.

Accepts and verifies petitions; administers assessment records process; certify approved assessment rolls with the County; prepare searches; process payments; calculate and recertify assessment redistributions; respond to inquiries; maintain records of active, pending and deferred-reduced assessments; prepare documents for council approval and abatements.

Ensures proper publishing and posting of all notices required by law.

Performs the City Clerk duties identified in the City Charter. Serve as secretary and tracking officer to the City Charter Commissioners as they amend the City Charter and coordinate the appointment(s) of changing Commission members with the District Court.

Serve as city liaison to the Convention and Visitors Bureau Board, Willmar Fests Board, and Central Community Transit Administrative Committee and Operations Board. Deliver monthly fiscal presentations to the CVB Executive Board and the Operations Board on the collection of lodging tax and marketing expenses.

Manage vehicle inventory, licensing, insuring, and control vehicle titles.

Serve as Census liaison for the City of Willmar.

Performs other related duties as assigned by Supervisor or as apparent.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of overall City structure and operations, policies and procedures, and ability to understand/use the municipal code and ordinances, the city charter, and applicable federal/state laws/rules/regulations.

Knowledge of, and ability to apply, state election laws.

Knowledge of Parliamentary procedure and rules of the Council.

Knowledge of relevant state, federal and local regulations affecting local governments.

Knowledge of bid laws and assessment policy and practices needed.

Knowledge of City code, charter, personnel and administrative policies.

Skill in complying with the requirements of the state's data practices act, open meeting law and following applicable federal and state records retention schedules.

Knowledge of City Council procedures, practices, and responsibilities.

Knowledge of business English, spelling, punctuation, and office practices/procedures.

Ability to compile/assemble data and prepare accurate records/reports.

CITY CLERK

Skill in communicating verbally and in writing.
Skill in operating computer programs and office equipment.
Ability to understand and follow orders and written instructions
Ability to plan and organize projects, schedules, and work activities.
Ability to work independently and with other departments.
Skill in operating computers and information technology equipment.
Ability to handle confidential information with appropriate level of discretion.

Machines, Tools and Equipment Used: Computer and printer, calculator, dicta-phone, voting scanner, copier and telephone.

MINIMUM QUALIFICATIONS

Bachelor's degree in Public Administration, Business or closely related field **and** five years of related experience. An equivalent amount of training and experience may be considered.

Must be a Certified Municipal Clerk or be willing to attend training to obtain certification within three (3) years.

Must be bondable.

Must be able to acquire a notary public certification.

DESIRABLE-PREFERRED QUALIFICATIONS

Minnesota Certified Municipal Clerk (MCMC).

IIMC Certified Municipal Clerk (CMC).

Experience serving as a City Clerk or Deputy City Clerk.

Experience with computer technology as it relates to records management, elections and licensing.

SPECIAL REQUIREMENT:

~~Must be a Certified Municipal Clerk or be willing to attend training to obtain certification within three (3) years.~~

~~Must be bondable.~~

~~Must be able to acquire a notary public certification.~~

WORKING CONDITIONS

Work is performed in typical office setting. Sits for extended periods of time using computer and other visual activities. Uses fine motor skills.

WILLMAR EMPLOYEE EDUCATIONAL PROGRAM

The City of Willmar has a program for tuition reimbursement called the Willmar Employee Educational Program. A copy of the program guidelines is attached (Exhibit A).

Applications for tuition reimbursement are handled through the City Administrator's Office. The procedure is as follows:

1. Employees must complete an application and secure approval before the course is taken. Employees will request an application form from the City Administrator's Office. (Exhibit B).
2. The application requires the Department Head's signature indicating approval.
3. After Department Head approval, present to the City Administrator for final approval.
4. Following approval by the City Administrator, copies of the application should be made available to the Employee, Department Head, Finance Director and City Administrator.
5. When the Employee completes the course, he/she must provide the following:
 - A. A receipt of registration, credit card entry or canceled check to indicate he/she paid for the course. This information may have accompanied the original application. If so, it should be kept in the file. Remember, the City reimburses 75 percent of the tuition only. Books, student health fees, materials, registration, studying or counseling costs are not reimbursable.
 - B. A grade transcript, certificate or something to indicate that the Employee has satisfactorily completed the course. If the Employee does not complete the course satisfactorily, he/she is not eligible for reimbursement and should be so informed.
6. Upon proof of payment and proof of satisfactory completion, complete the bottom portion of the application form and forward to the Finance Director and City Administrator for payment approval.

WILLMAR EMPLOYEE EDUCATIONAL PROGRAM

I. Definitions

“Formal educational training” means academic courses offered by accredited institutions including vocational schools, colleges, universities and correspondence courses.

“Job related” means having a direct effect on the knowledge, skills and abilities needed to keep pace with the performance requirements of the present job.

“Satisfactory completion of a course” means the following”

- A. In courses issuing a letter grade: a “C” or above is required.
- B. In courses issuing a numerical grade: a “70 percentile or above” is required.
- C. In courses using a Pass/No Pass system: A “P” grade is required.
- D. In courses where grades are not issued, a certificate from the instructor indicating satisfactory participation is required.

II. Philosophy

The Willmar Employee Educational Program began in 1994. The purpose of this program is to encourage employees to take academic courses on a voluntary basis to keep pace with the demands of the current job.

Since limited funding is available for this program and it relies on employee initiative, reimbursement will be extended on a first-come, first-serve basis. While this program is geared towards helping employees improve performance on the current job, long term career development is a responsibility of the employee. This program is not intended to finance college degrees for people, but rather to help defray the cost of taking job related training from academic institutions.

This program does not apply to seminars or other training activities that the City requires the employee to attend.

III. Program Policy

A. Eligibility requirements:

- 1. Only full-time, permanent and probationary City employees will be eligible for program benefits. An employee receiving benefits

need not remain in City employment for any specific period following the completion of the course, except that to qualify for benefits under this program, the employee must complete all course requirements while still employed by the City.

2. Participation in the program is on a voluntary basis, i.e. with all course work being completed outside normal working hours. However, in certain circumstances, a Department Head may allow an employee to attend class during normal working hours. However, in such cases the City will not reimburse the employee for those hours of the normal working day during which he/she is engaged in class-related activities. Employees will be expected to use vacation, comp. time or leave without pay in these circumstances.
3. Proposed course work must be job related.

B. Financial reimbursement:

1. This program will reimburse the student 75 percent of the approved course tuition and does not reimburse books, student health fees, materials, registration, studying or counseling.
2. Expenses for which the employee could be compensated through other educational incentive programs, i.e. the GI Bill will not be covered.
3. Financial reimbursement will only be granted after the employee has:
 - A. Properly applied for Willmar Employee Educational Program benefits.
 - B. Secured the Department Head's recommendation and the properly completed documentation to determine job relatedness of the training.
 - C. Secured the approval of the City Administrator.
 - D. Demonstrated proof of tuition payment.
 - E. Demonstrated proof of satisfactory course completion.

IV. Procedure for administration of the Willmar Employee Educational Program:

A. Prior to enrolling in a course, the employee must complete a Willmar Employee Educational Program application form in quadruple and submit it for Department Head recommendation.

1. The Department Head will review the application, insure completion of the job relatedness worksheet and submit all material including his/her recommendation to the City Administrator.
2. The City Administrator shall determine whether the employee will be reimbursed for the course.
3. The City Administrator will notify the Department Head after final decision on reimbursement has been made.
4. The Department Head will notify the employee of the decision.

B. The employee must pay the initial costs of tuition.

C. Upon completion of all necessary course work, the employee shall submit proof of the tuition payment and satisfactory course completion to the City Administrator.

1. Proof of tuition payment may be in the form of a canceled personal check or a paid receipt from the educational institution.
2. Satisfactory course completion must be verified by submitting an official grade transcript, report or a certificate of satisfactory completion from the educational institution.

D. The City will reimburse the employee for 75 percent of the tuition cost.

**APPLICATION FOR PARTICIPATION IN THE
CITY OF WILLMAR EMPLOYEE EDUCATIONAL PROGRAM**

The undersigned hereby applies for participation in the Willmar Employee Educational Program and requests approval of participation in the educational training course (s) listed below. It is agreed that the City's reimbursement of the costs for such training will be conditioned upon employee compliance with the provisions of the Willmar Employee Educational Program.

Name: _____ Dated: _____

Course (s) Title and Number	Credits	Tuition Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____

To be taken at: _____ Total Tuition Cost: _____
 Date(s) Class Starts: _____ Date(s) Class Ends: _____

Day and Hour of Course Sessions: _____ Date Encumbered: _____

Monday	Tuesday	Wednesday	Thursday	Friday
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Willmar Employee Educational Program applicant must complete worksheet on job relatedness and submit with this application.

Department Head's recommendation that the employee be reimbursed under the provisions of the Willmar Employee Educational Program:

Tuition Reimbursement Approval: _____
 Department Head Date
 City Administrator Date

For Office Use Only

Course(s) Completed	Date	Grade	Amount Approved For Reimbursement
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
			Total: _____

Approved for Payment: _____
City Administrator

(Exhibit C)

Job Relatedness Worksheet
(To Be Completed by Applicant)

Course Objectives:

How course objectives enhance knowledge, skill and ability of the job:

Submit to the City Administrator's office with completed application.

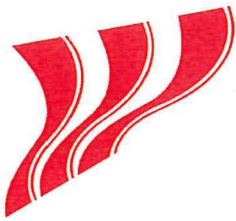
Tuition Reimbursement

To be considered for tuition reimbursement, the employee must be in good standing and have been employed by the city for at least one year. All requests for tuition reimbursement will be considered on a case-by-case basis by the city administrator, with final approval/disapproval provided by the City Council.

Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement:

- Courses must be directly related to the employee's present position (whether required for a degree program or not); OR
- Courses must be directly related to a reasonable promotional opportunity in the same field of work as present position (whether part of a degree program or not).

The city will pay the cost of tuition upon successful completion (C grade or better; "pass" in a pass/fail course) of the approved course. Reimbursements will be prorated for part-time employees. The maximum reimbursement per course will be based on an average course cost at the University of Minnesota. Employees may elect to attend a more costly school provided they pay the difference in cost. Employees must reimburse the city if they voluntarily leave employment within twelve (12) months of receiving tuition reimbursement from the city. Tuition reimbursement for an individual employee will not exceed \$ _____ per year.



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 16, 2019
From: Samantha Beckman, Human Resource Director	Subject: Recommendation for 2020 Budget Item-Employee Engagement

AGENDA ITEM: Recommendation for 2020 Budget Item-Employee Engagement.

INTRODUCTION/REQUEST: After reviewing several employee assessments, the Labor Committee would like to get funds set aside in the budget for an employee engagement program next year.

HISTORY: In previous discussions the Labor Committee expressed interest in offering employee engagement/development opportunities to staff.

CURRENT CIRCUMSTANCE: A group consensus was reached to request \$20,000 in the 2020 budget for an employee engagement program.

RECOMMENDATION: Approve adding \$20,000 to the 2020 budget for an employee engagement program.

ISSUES: None

FINANCIAL IMPACT: \$20,000

ALTERNATIVES:

1. Not approve the funds

RECOMMENDED MOTION: Approve adding \$20,000 to the 2020 budget for an employee engagement program.

REVIEWED BY: Brian Gramentz, City Administrator

LABOR COMMITTEE DATE: September 9, 2019

COUNCIL MEETING DATE: September 16, 2019 Regular Agenda Consent Agenda



Insights Discovery

The success of any business is built on the performance of its people.

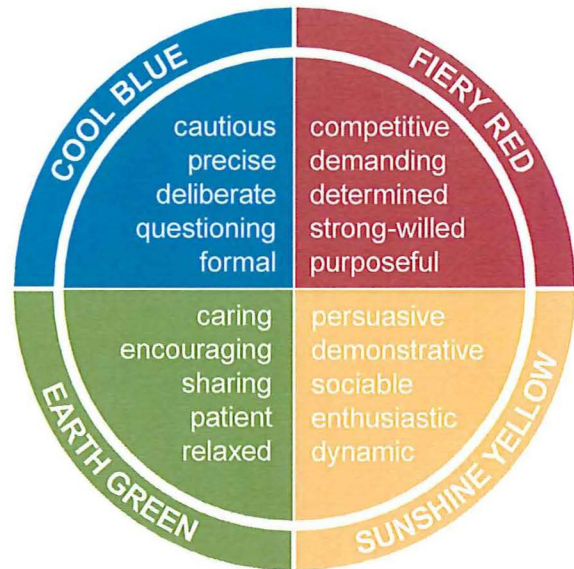
We help people to perform at their highest level by improving their understanding of themselves. People can then easily adapt and connect with others, which leads to workplaces where innovation, creativity and productivity thrive.

Learning that sticks

Insights Discovery uses a language of colour that is simple to understand and remember. That means people can continue to use the Insights Discovery terminology on a daily basis, which is vital when conflicts arise, team dynamics change or there is a change in leadership.

How it works

Insights Discovery is a simple and accessible four colour model that helps us to understand ourselves and others. Every person has all four colour energies within them; it is the combination of these energies which creates each unique personality. Our colour energies refer to a set of characteristics that tend to be our most preferred or most natural way to be:





Fiery Red

Usually strong minded and focused on results, Fiery Red energy shows up as a strong determination that influences a person's interactions with others.



Sunshine Yellow

Radiating enthusiasm and encouraging participation, people with a lot of Sunshine Yellow energy tend to relish the company of others and desire to be involved.



Earth Green

Individuals with a high amount of Earth Green energy view the world through what they value and what is important to them, often seeking harmony and meaningful relationships.



Cool Blue

With a desire to know and understand the world around them, often those with a Cool Blue preference like information to be accurate and complete before making a decision.

When an organisation helps its people reveal their individual combination of colour energies, they are better equipped to stay motivated and engaged, whether working individually, in a team or as a leader.

Once our online evaluator is completed, each person receives an Insights Discovery Personal Profile. An extremely powerful tool, it can be used to resolve conflict, improve communication and help teams see the value of each other's contribution at work. Insights Discovery can be used in a workshop setting or in one-to-one coaching.

Solving real business problems

When you start your journey with Insights Discovery, you're investing in your people and giving them the tools to be able to work better together, forever.

Insights also offers other models, based on Insights Discovery, that are designed to further help teams, leaders and sales people.

Our models can be combined to create a solution for your team or organisation that helps solve a vast range of business problems, including managing change, creating a diverse and inclusive culture, and building successful customer service and sales teams. And these are just a few examples. Really, the possibilities are endless.

Get in touch

To find out how we can help you, your team, your leaders and your organisation be even more effective, contact us at www.insights.com.



Insights Team Effectiveness

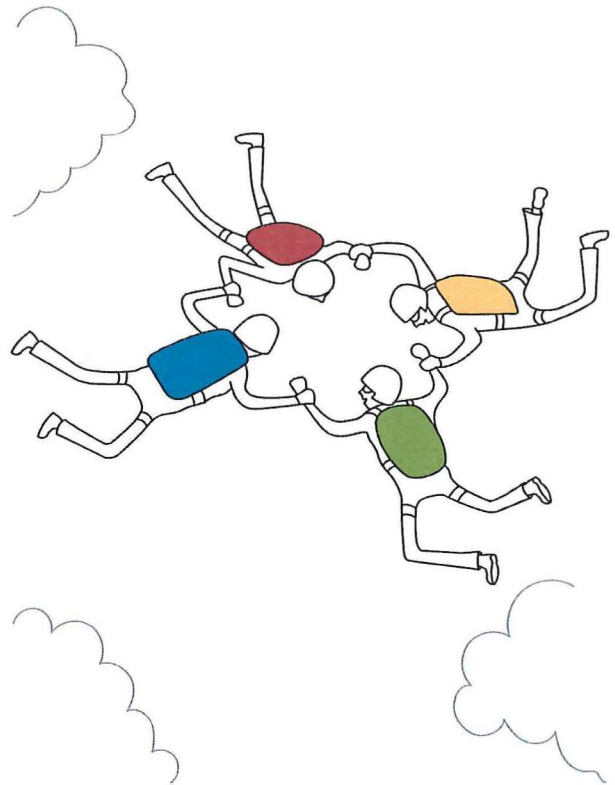
Effective teams are the building blocks of successful organisations, so it's vital that they are balanced, focused and cohesive. Team Effectiveness helps teams to find their balance and give their best performance, even during the most difficult times.

Every team will have some Defining Moments to face – for example, a change of leader, the merging of two teams, or the chance to reach for new heights of success. We can help successful teams shine, by maximising their true potential and readying them to make the most of opportunities when they come along. We also help teams in difficulty improve their dynamic, enabling them to effectively meet challenges as they arise.

Insights Team Effectiveness provides a team with the framework and analysis it needs to identify the most pressing and important issues. We help to diagnose and confront problems, improve relationships, inspire success and ultimately increase productivity.

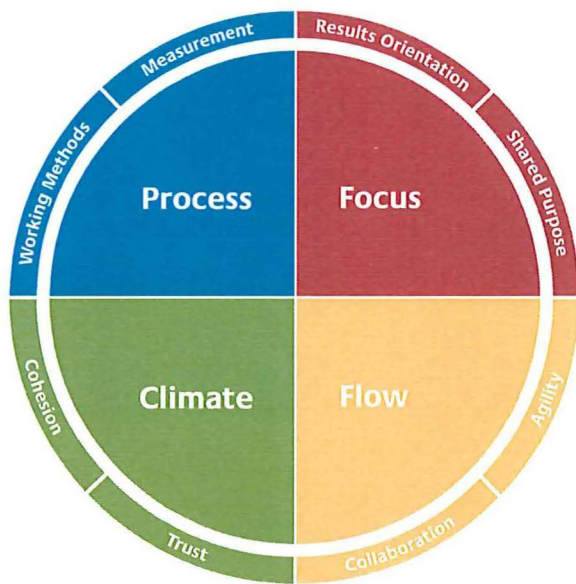
How it works

With Insights Team Effectiveness, each team member receives an Insights Discovery Personal Profile. This helps each person appreciate the unique value they bring to the team. They also complete an evaluator that asks for their perception of the team's capabilities.



This creates the Team Effectiveness Profile, which provides a way to explore how the team is currently performing. Then, through facilitated discussions, exercises and breakout sessions, the team can learn how their individual and team preferences affect team dynamics and performance.

The results? Clear and practical action plans that accelerate the team's progress towards their goals.



Process

A team with strong processes will thrive on its mix of skills, aligned priorities, and ability to measure individual and team performance.

Climate

A team with a healthy climate shows up as cohesive under pressure, encourages candour and doesn't leave any one member behind.

Flow

A team in flow has an open dialogue, space for new ideas, is agile, innovative and always ready to respond when needed.

Focus

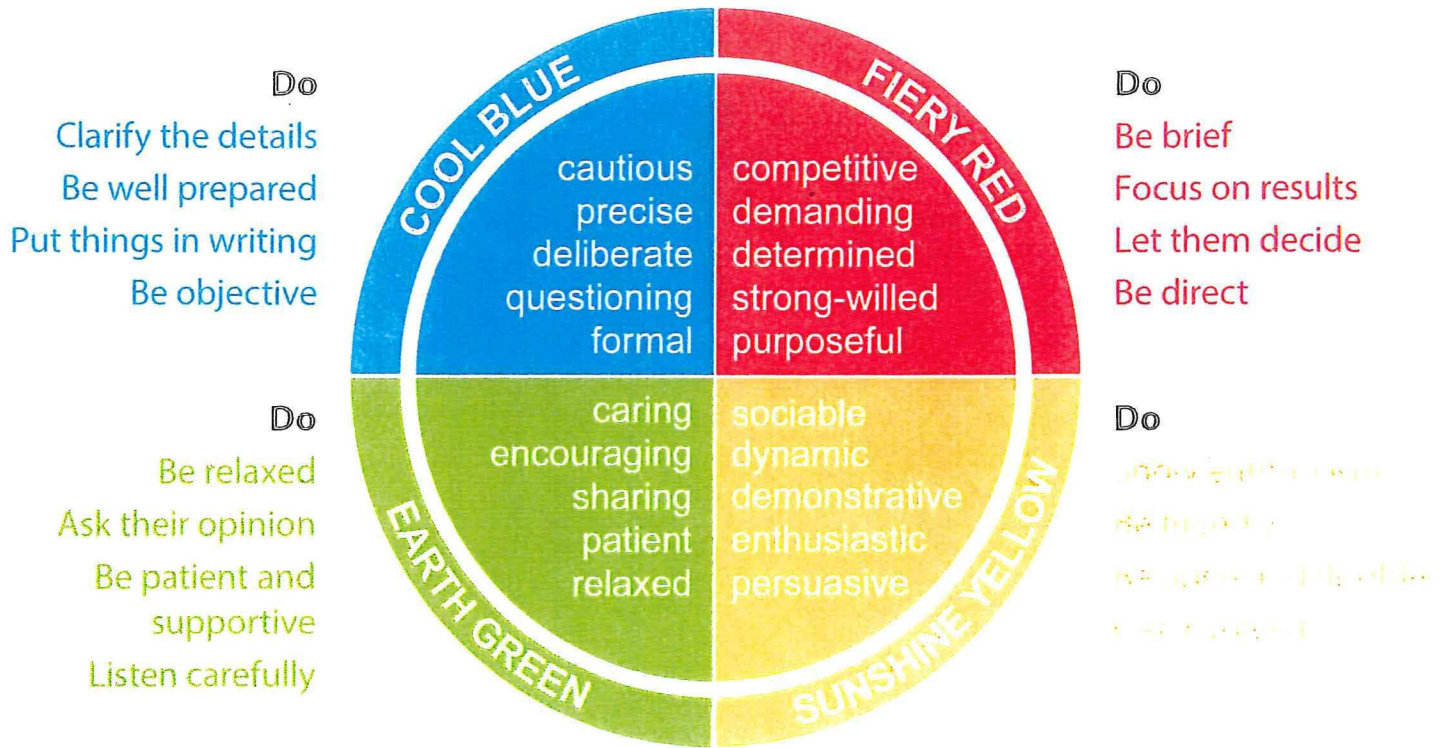
A team with a clear focus will have a shared vision, be accountable and have a strong commitment to delivering results.

If one of these areas isn't working properly then the team may be unproductive in any number of ways. A balanced team is a successful team and this model can help to address issues in all four areas.

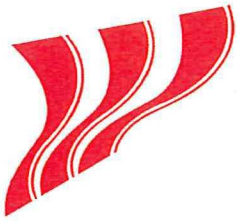
Get in touch

Boost the performance of your organisation's teams with Insights Team Effectiveness.

Find out more at www.insights.com.



	Cool Blue	Earth Green	Sunshine Yellow	Fiery Red
JUNG EQUIVALENT:	Introverted Thinking	Introverted Feeling	Extraverted Feeling	Extraverted Thinking
APPEARS:	Formal, Conservative	Casual, Conforming	Fashionable, Stylish	Business-like, Functional
WORK PREFERENCES:	Structured, Organized, Functional, Formal	Personal, Relaxed, Friendly, Informal	Stimulating, Personal, Cluttered, Friendly	Busy, Formal, Efficient, Structured
STYLE:	Slow/Systematic	Slow/Easy	Fast/Spontaneous	Fast/Decisive
FOCUS:	The Task, The Process	Maintaining relationships	Interacting/Relationships	The Task, The Results
FEARS:	Embarrassment	Confrontation	Lack of prestige	Loss of control
UNDER TENSION WILL:	Withdraw/Avoid	Submit/Acquiesce	Attack/Be sarcastic	Dictate/Assert
LIKES:	Accuracy	Attention	Recognition	Productivity
IS CONCERNED WITH:	Justify the purchase How it works	Finance	How it enhances their status Who else uses it	What it does; By when; What it costs
SEEKS SECURITY IN:	Preparation	Close relationships	Flexibility	Control
WANTS TO MAINTAIN:	Credibility	Relationships	Status	Success
HELP TO SUPPORT THEIR:	Analysis	Warmth	Relationship	Objectives
SEEKS TO ACHIEVE ACCEPTANCE THROUGH:	Correctness Thoroughness	Conforming Loyalty	Playfulness Stimulating the environment	Leadership Competitiveness
LIKES YOU TO BE:	Precise	Pleasant	Outgoing	Brief
WANTS TO BE:	Correct	Liked	Admired	In Control
IS IRRITATED BY:	Surprises, Unpredictability	Insensitivity, Impatience	Boredom, Routine	Inefficiency, Indecision
DECISIONS ARE:	Paced/Deliberate	Considered	Spontaneous	Quick/Decisive



WILLMAR

Human Resource Director
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 Council	Date: September 16, 2019
From: Samantha Beckman, Human Resource Director	Subject: Approval of Personnel Policy Updates

AGENDA ITEM: Approval of Personnel Policy Updates

INTRODUCTION/REQUEST: At the League of Minnesota Cities’ recommendation, staff is utilizing their handbook template and customizing it to Willmar’s policies and procedures.

HISTORY: The current Personnel Policy has not been updated in years and is over 100 pages long as it incorporates every single policy in full.

CURRENT CIRCUMSTANCE: The Personnel Policy should be condensed into a shorter handbook for employees to reference while still maintaining the policies in full for employees to access. The template provided by the League has been created by their HR team and reviewed by their attorney’s that Willmar will customize to fit our City.

RECOMMENDATION: Approve the next three pages of handbook and Military Leave Policy as presented, replacing sections 2.14; 3.5; 6.4; and 4.5 of the current personnel policy.

ISSUES:

FINANCIAL IMPACT:

ALTERNATIVES:

1. Request additional changes
2. Leave the Personnel Policy as is

RECOMMENDED MOTION: Approve the next three pages of handbook and Military Leave Policy as presented, replacing sections 2.14; 3.5; 6.4; and 4.5 of the current personnel policy.

REVIEWED BY: Brian Gramentz, City Administrator

LABOR COMMITTEE DATE: September 9, 2019

COUNCIL MEETING DATE: September 16, 2019 Regular Agenda Consent Agenda

Personnel Policy - 7th Section LEAVES OF ABSENCE CONT
+ Military Leave Policy

Unpaid Leave

Unpaid leaves may be approved in accordance with the city personnel policies. Employees must normally use all accrued annual leave prior to taking an unpaid leave. If the leave qualifies under Parenting Leave or Family and Medical Leave, the employee may retain a balance of forty (40) hours when going on an unpaid leave. Any exceptions to this policy must be approved by the city administrator.

Military Leave

State and federal laws provide protections and benefits to city employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 days in any calendar year. See full Military Leave Policy for additional information.

Jury Duty

Regular full-time and part-time employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation they receive for jury duty, minus mileage reimbursement, to the city in order to receive their regular wages for the period. Time spent on jury duty will not be counted as time worked in computing overtime.

Employees excused or released from jury duty during their regular working hours will report to their regular work duties as soon as reasonably possible or will take accrued vacation or compensatory time to make up the difference.

Employees are required to notify their supervisor as soon as possible after receiving notice to report for jury duty. The employee will be responsible for ensuring that a report of time spent on jury duty and pay form is completed by the clerk of court so the city will be able to determine the amount of compensation due for the period involved.

Temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty, but can take a leave without pay subject to department head approval. However, if a temporary or seasonal employee is classified as exempt, he/she will receive compensation for the jury duty time.

Court Appearances

Employees will be paid their regular wage to testify in court for city-related business. Any compensation received for court appearances (e.g. subpoena fees) arising out of or in connection with city employment, minus mileage reimbursement, must be turned over to the city.

Victim or Witness Leave

An employer must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, or is the spouse or immediate family member (immediate family member includes parent, spouse, child or sibling of the employee) of such victim, reasonable time off from work to attend criminal proceedings related to the victim's case. [See Safety Leave under the Sick Leave Policy for additional information on leave benefits available to employees and certain family members].

Job Related Injury or Illness

All employees are required to report any job-related illnesses or injuries to their supervisor immediately (no matter how minor). If a supervisor is not available and the nature of injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility for treatment and, as soon as possible, notify his/her supervisor of the action taken. In the case of a serious emergency, 911 should be called.

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and make arrangements for a medical appointment.

Workers' compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

Pregnancy and Parenting Leave

Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve (12) months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than 30 days, the employee should give as much notice as practicable.

Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.

Administrative Leave

Under special circumstances, an employee may be placed on an administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the city administrator.

Adoptive Parents

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for Parenting Leave). The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

School Conference Leave

Any employee who has worked half-time or more for more may take unpaid leave for up to a total of sixteen (16) hours during any 12-month period to attend school conferences or classroom

activities related to the employee's child, provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the city. Employees may choose to use vacation leave hours for this absence, but are not required to do so.

Bone Marrow/Organ Donation Leave

Employees working an average of 20 or more hours per week may take paid leave, not to exceed 40 hours, unless agreed to by the city, to undergo medical procedures to donate bone marrow or an organ. The 40 hours is over and above the amount of accrued time the employee has earned

The city may require a physician's verification of the purpose and length of the leave requested to donate bone marrow or an organ. If there is a medical determination that the employee does not qualify as a bone marrow or organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

Elections / Voting

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the city at least twenty (20) days written notice.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

Military Leave Policy

State and federal laws provide protections and benefits to city employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 days in any calendar year.

The leave of absence is only in the event the employee returns to employment with the city as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day paid leave of absence. Employees on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five years.

Where possible, notice is to be provided to the city at least ten (10) working days in advance of the requested leave. If an employee has not yet used his/her fifteen (15) days of paid leave when called to active duty, any unused paid time will be allowed for the active duty time, prior to the unpaid leave of absence.

Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond fifteen (15) days will follow the same procedures as for any employee on an unpaid leave of absence. Employees will be granted up to ten (10) working days of unpaid leave whose immediate family member is a member of the United States armed forces who has been injured or killed while engaged in active service. The 10 days may be reduced if an employee elects to use appropriate accrued paid leave.

Unless the leave would unduly disrupt the operations of the city, employees whose immediate family member, as a member of the United States armed forces has been ordered into active service in support of a war or other national emergency, will be granted an unpaid leave of absence, not to exceed one day's duration in any calendar year, to attend a send-off or homecoming ceremony for the mobilized service member.

Previous Personnel Policy - 7th Section replaces the following

2.14. Termination of Employment

Any employee wishing to leave the municipal service in good standing except for mandatory retirement shall file with his/her Department Director at least 10 working days before leaving, a written resignation stating the effective date of the resignation and the reason for leaving. Failure to comply with this procedure may be considered cause for denying the employee future employment by the City and denying terminal leave benefits. Unauthorized absence from work for a period of three working days may be considered by the Department Director as a resignation without such benefits.

3.5. Leave of Absence

The City of Willmar expects its employees to maintain a continuous record of employment. However, occasions do arise when it is necessary for an employee to absent themselves from work for an extended period of time. In such cases, the employee should submit a written request for a specific leave of absence to the Department Director. The Department Director shall submit a copy of the letter with a recommendation to the City Administrator. Requests may be approved based on individual needs, employee's performance, and appropriate recommendation. When a leave of absence is granted, it is with the understanding that the employee intends to return to work at the completion of the leave. If granted a leave, employees can continue their hospitalization, life, and LTD insurance programs by paying the monthly premiums. No sick days or vacation days accrue during a leave of absence.

3.5.2. Military Leaves Employees will be provided with a military leave of absence in accordance with State and Federal law.

Training duty referred to includes weekly and weekend training assemblies, annual tours of training duty, and special courses of instruction and other types of reserve training covered by Federal Statutes. The State law also entitles an employee to leave of absence without pay when called into active service.

3.5.3. Jury or Witness Duty When an employee performs jury duty or is subpoenaed as a witness in court, the employee is entitled to compensation from the City equal to the difference between their regular pay and the amount received as a juror or witness.

3.5.4. Industrial Accident Leave An industrial accident leave without pay will be granted for the duration of the recuperation period needed from an injury or illness sustained during the working hours in the employ of the City. This leave shall commence only upon the complete exhaustion of accumulated sick leave benefits used prior to or augmented with workers compensation benefits. Seniority and length of service time shall not compound during this leave. Any employee on an industrial accident leave shall retain rights to return to the position and all other employees hired to fill the position during the leave of absence shall be bumped from the position upon the return of the employee. The leave of absence shall terminate upon determination that the

employee is permanently disabled and/or unable to return to their original position. This leave for the duration of the recuperation period shall supersede the extended leave of absence clause (Article 5.7.6).

6.4. Reporting of Injuries

Employees must report all accidents and injuries, no matter how minor, to a supervisor immediately. A First Report of Injury form shall be completed and filed with the City's Workers Compensation insurance company. The supervisor is also required to complete a written accident report.

4.5. Travel Expenses

The City of Willmar hereby agrees that travel by its personnel may be by privately-owned vehicles, commercial transportation, or City-owned vehicles. Travel by one of the above will be authorized by the Department Director, with consideration given to the method which would be the most economical and in the best interest of the City both in terms of dollars and time spent during travel.

Use of City-owned vehicles is specifically prohibited for travel in excess of three hundred (300) miles or travel which would result in a City-owned vehicle being out of the City for more than five (5) days. Said restrictions may be exceeded only with City Administrator approval. Commercial transportation is the preferred mode of travel in these cases. An employee may elect to use his/her own vehicle, however, reimbursement will be limited to the lower of: 1) the total cost of round trip air fare, plus the cost of mileage between Willmar and the Minneapolis/ St. Paul Airport, and the cost of long-range parking at the airport for the number of days the employee would have been gone; or 2) the cost of mileage at the rate prescribed by IRS regulations. The City will not reimburse personnel for meals and housing en route to a destination when the employee has elected to travel in their privately-owned vehicle. A maximum of two days may be claimed in travel status when an employee elects to travel by privately-owned vehicle. Any additional days spent in travel will be recorded as vacation or personal leave days. When using a privately-owned vehicle, the City will reimburse an employee at a level recognized by the IRS for tax purposes.

A maximum allowance for meals within the State is \$9.00 for breakfast, \$11.00 for lunch, and \$20.00 for dinner. Special banquet meals in connection with a conference must be approved ahead of time or the regular reimbursement will apply. Reimbursement of meals will only be allowed provided appropriate meal receipts are attached to requests.

Receipts must be attached for registration fees, bus, train or air travel, or for gas used when personnel are traveling in City-owned vehicles, hotel rooms, and other items of expense. All reimbursements for meals while not away from home will be included as other income on the employees W-2 or reported on a Form 1099 for non-employee

reimbursements. The City Administrator may from time to time and on a case-by-case basis, approve increased maximum meal allowances when deemed appropriate for the conduct of City business.

Out-of-State trips will be reimbursed in accordance with the above policy for City employees. Out of State trips will be approved for personnel by the City Administrator when such trips are in the budget. Should travel for staff development become necessary and is not in the department's budget, special prior City Council approval will be required.

An expense report shall be filled out at least every month, and room receipts must be attached (IRS rule) and all other receipts where possible. This report shall be turned in to the Finance Department at least by Wednesday, one week before a Council meeting, in order to receive payment on the day following a meeting.

Requests for an expense account advance must be made by the Wednesday prior to a Council meeting. Expense account advances must be reconciled with actual expense as soon as possible

Personnel Policy - 8th Section LEAVES OF ABSENCE CONT
+ FMLA Policy

Regular Leave without Pay

The city administrator may authorize leave without pay for up to thirty (30) days. Leave without pay for greater periods may be granted by the City Council.

Normally employee benefits will not be earned by an employee while on leave without pay. However, the city's contribution toward health, dental and life insurance may be continued, if approved by the City Council, for leaves of up to ninety (90) days when the leave is for medical reasons and FMLA has been exhausted.

If an employee is on a regular leave without pay and is not working any hours, the employee will not accrue (or be paid for) holidays, sick leave, or vacation leave. Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis and will accrue sick leave and vacation leave based on actual hours worked.

Leave without pay hours will not count toward seniority and all accrued vacation leave and compensatory time must normally be used before an unpaid leave of absence will be approved.

To qualify for leave without pay, an employee need not have used all sick leave earned unless the leave is for medical reasons. Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the city.

Employees returning from a leave without pay for a reason other than a qualified Parenting Leave or FMLA, will be guaranteed return to the original position only for absences of thirty (30) calendar days or less.

Employees receiving leave without pay in excess of thirty (30) calendar days, for reasons other than qualified Parenting Leave or FMLA, are not guaranteed return to their original position. If their original position or a position of similar or lesser status is available, it may be offered at the discretion of the city administrator subject to approval of the City Council.

Family and Medical Leave

The Family and Medical Leave Act provides certain employees with up to 12 workweeks of unpaid, job-protected leave a year, and requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave.

To be eligible for FMLA leave, an employee must work for a covered employer and:

- have worked for that employer for at least 12 months; and
- have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave; and
- work at a location where at least 50 employees are employed at the location or within 75 miles of the location.

See full Family and Medical Leave Policy for additional information.

Parental Leave of Absence

Unpaid Parental Leave of up to four (4) months shall be granted to natural or adoptive parents who have been employed with the City for at least twelve (12) consecutive months. Parental Leave shall run concurrently with all other applicable leaves (FMLA, Pregnancy and Parenting Leave, etc.). The employee must use all applicable paid time off that they have accrued, however

they may retain a balance of forty (40) paid hours if desired. Any exceptions to this policy must be approved by the city administrator.

Reasonable Unpaid Work Time for Nursing Mothers

Nursing mothers will be provided reasonable unpaid break time for nursing mothers to express milk for nursing her child for one year after the child's birth. The city will provide a room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

Light Duty/Modified Duty Assignment

This policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the city administrator on a case-by-case basis. This policy does not guarantee assignment to light duty.

Such assignments are for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the city administrator. The city administrator reserves the right to determine when and if light duty work will be assigned.

When an employee is unable to perform the essential requirements of his/her job due to a temporary disability, he/she will notify the supervisor in writing as to the nature and extent of the disability and the reason why he/she is unable to perform the essential functions, duties, and requirements of the position. This notice **must** be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability. The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the city's job description along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the city administrator. The city may require a medical exam conducted by a physician selected by the city to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the city administrator whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis.

If the city offers a light duty assignment to an employee who is out on workers' compensation leave, the employee may be subject to penalties if he/she refuses such work. The city will not, however, require an employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept a light duty assignment.

The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty/modified work assignment may be discontinued at any time.

Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy

The city will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth:

- More frequent restroom, food, and water breaks;
- Seating;

- Limits on lifting over 20 pounds; and/or
- Temporary transfer to a less strenuous or hazardous position, should one be available.

Unless such accommodations impose an undue hardship on the city, the city will engage in an interactive process with respect to an employee's request for a reasonable accommodation.

Emergency Leave

If an employee has no unused vacation or compensatory time, up to two (2) hours may be taken off without pay for emergency situations with the approval of the immediate Supervisor. More than two hours requires the Department Director's approval.

Family and Medical Leave Policy

ELIGIBILITY

To qualify to take FMLA leave under this policy, an employee must meet all the following conditions:

- Have worked for the City for 12 months (or 52 weeks) prior to the date the leave is to commence. The 12 months or 52 weeks need not have been consecutive; however, the City will not consider any service 7 years prior to the employee's most recent hire date unless the break was due to National Guard or Reserves military service obligation.
- Have worked at least 1,250 hours during the 12-month period prior to the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act ("FLSA") determine the number of hours worked by an employee.

TYPES OF LEAVE COVERED BY FMLA

Leave will be granted to all eligible employees for any of the following reasons:

- The birth of a child, including prenatal care, or placement of a child with the employee for adoption or foster care;
- To care for a spouse, child, or parent who has a serious health condition;
- Due to a serious health condition that makes the employee unable to perform the essential functions of the position;
- A covered military member's active duty or call to duty or to care for a covered military member (Military Caregiver and Qualified Exigency Leave) (described below).

DEFINITIONS

- **"Spouse"** does not include domestic partners or common-law spouses.
- **"Caring for"** a covered family member includes psychological as well as physical care. It also includes acquiring care and sharing care duties. An eligible **"child,"** with some exceptions, is under 18 years of age.
- An eligible **"parent"** includes a biological parent or a person who stood in the place of a parent.
- **"Serious Health Condition"** means an illness, injury, impairment, or physical or mental condition that involves one of the following:
 - **Hospital Care:** Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
 - **Pregnancy:** Any period of incapacity due to pregnancy, prenatal medical care or child birth;
 - **Absence Plus Treatment:** A period of incapacity of more than three consecutive calendar days that also involves continuing treatment by or under the supervision of a health care provider.
 - **Chronic Conditions Requiring Treatments:** An incapacity from a chronic condition which requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity;
 - **Permanent/Long-Term Conditions Requiring Supervision**

- **Multiple Treatments:** Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

LENGTH AND AMOUNT OF LEAVE

The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period. The leave year is calculated based on a looking forward basis.

The entitlement to FMLA leave for the birth or placement of a child for adoption expires twelve (12) months after the birth or placement of that child.

HOW LEAVE MAY BE TAKEN

FMLA leave may be taken for 12 (or less) consecutive weeks, may be used intermittently (a day periodically when needed), or may be used to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks.

Employees must notify their supervisor and the HR Department of all hours taken as FMLA Leave.

Intermittent leave may be taken when medically necessary for the employee's serious health condition or to care for a seriously ill family member. Intermittent leave must be documented in the medical certification form as medically necessary. **Employees will normally not be allowed to 'flex' their workweek or hours to compensate for FMLA leave and must designate hours that they are unable to work as FMLA Leave.**

If an employee is taking intermittent leave or leave on a reduced schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to not disrupt the City's business.

In instances when intermittent or reduced schedule leave for the employee or employee's family member is foreseeable or is for planned medical treatment, including recovery from a serious health condition, the City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

Intermittent/reduced scheduled leave may be taken to care for a newborn or newly placed adopted or foster care child only with the City's approval.

Employees must use all applicable paid time off that they have accrued, however they may retain a balance of forty (40) paid hours if desired.

PROCEDURE FOR REQUESTING LEAVE AND NOTICE

All employees requesting FMLA leave must provide written or verbal notice of the need for the leave to the HR Department.

When the need for the leave is foreseeable, the employee must give verbal or written notice to his/her supervisor at least thirty (30) days prior to the date on which leave is to begin.

If thirty (30) days' notice cannot be given, the employee is required to give as much notice as practicable, including following required call-in procedures.

The City requires an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Under emergency or special circumstances, the City may place an employee on FMLA Leave when the employee is unable to complete the necessary documentation.

CERTIFICATION AND DOCUMENTATION REQUIREMENTS

For leave due to an employee's serious health condition or that of an employee's family member, the City will require the completion of a Medical Certification form by the attending physician or practitioner. The form must be submitted by the employee to the Human Resources Department within fifteen (15) calendar days after leave is requested. If the form is not submitted in a timely fashion, the employee must provide a reasonable explanation for the delay. Failure to provide medical certification may result in a denial or delay of the leave.

When leave is due to an employee's own serious health condition, a fitness for duty certification (FFD) will be required before an employee can return to work. Failure to timely provide such certification may eliminate or delay an employee's right to reinstatement under the FMLA.

If an employee is using intermittent leave and reasonable safety concerns exist regarding the employee's ability to perform his or her duties, a FFD certificate may be required as frequently as every 30 days during periods when the employee has used intermittent leave.

Recertification of leave may be required if the employee requests an extension of the original length approved by the City or if the circumstances regarding the leave have changed. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

SECOND AND THIRD MEDICAL OPINIONS

The City may request a second, and in certain circumstances, a third medical opinion.

ANNUAL MEDICAL CERTIFICATION AND RECERTIFICATION

Where the employee's need for leave due to the employee's own serious health condition lasts beyond a single leave year, the City will require employees to provide a new medical certification in each subsequent leave year.

REINSTATEMENT

Employees returning from Family and Medical Leave will be reinstated in the same position or a position equivalent in pay, benefits, and other terms and conditions of employment.

GROUP HEALTH INSURANCE AND OTHER BENEFITS, CONCURRENT LEAVE AND SUBSTITUTION OF PAID LEAVE

An employee granted leave under this policy will continue to be covered under the City's group health, life, and long term disability insurance plans under the same conditions and at the same level of City contribution as would have been provided had the employee been continuously employed during the leave period. The employee will be required to continue payment of the

employee portion of group insurance coverage while on leave. Arrangements for payment of the employee's portion of premiums must be made by the employee with the City.

If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

Rights to additional continued benefits will depend on whether leave is paid or unpaid.

Any paid disability leave benefits (Short Term Disability or Long Term Disability), sick leave, Paid Time Off (PTO) or compensatory time off available to employees for a covered reason (an employee's serious health condition or a covered family member's serious health condition, including worker's compensation leave and Minnesota State Parenting Leave) will run concurrently with FMLA.

FAILURE TO RETURN TO WORK AFTER FMLA

Under certain circumstances, if the employee does not return to work at the end of the FMLA leave for at least 30 calendar days, the City may require the employee to repay the portion of the monthly cost paid by the City for group health plan benefits. The City may also require the employee to repay any amounts the City paid on the employee's behalf to maintain benefits other than group health plan benefits.

UNPAID MEDICAL LEAVE OF ABSENCE

If an employee is ineligible for FMLA leave or has exhausted available FMLA leave benefits, it is the policy of the City to consider an employee's request for a medical or personal leave of absence. The amount of medical leave available to each employee will be determined on a case-by-case basis depending on the position held, staffing requirements, the reasons for the leave, and the anticipated return-to-work date. Employees who take unpaid medical leave are not guaranteed to return to the same position held prior to taking leave.

Employees seeking a medical leave of absence will be required to present medical documentation to support the need for the leave, on-going documentation to support the need for continued leave, and documentation to support a return to work.

During Unpaid Medical Leave, employees will be expected to keep in regular contact with human resources. When you anticipate your return to work, please notify human resources of your expected return date at least one week before the end of your leave.

Employees on an Unpaid Medical Leave of Absence may be subject to COBRA notice and continuation benefits and will be solely responsible for payment of the entire COBRA.

Failure to keep in touch with management during your leave, failure to advise management of your availability to return to work, or failure to return to work following leave will be considered a voluntary resignation of your employment.

FMLA – QUALIFIED EXIGENCY AND MILITARY CAREGIVER LEAVE

Qualified Exigency

Eligible employees (described above) whose spouse, son, daughter, or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service.

The qualifying exigency must be one of the following: (1) short-notice deployment; (2) military events and activities; (3) childcare and school activities; (3) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; (8) parental care; or (9) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Military Caregiver Leave

An employee eligible for FMLA leave (described above) who is the spouse, son, daughter, parent, or next of kin of a covered servicemember may take up to 26 weeks in a single 12-month period to care for that servicemember.

The family member must be a current member of the Armed Forces (including a member of the National Guard or Reserves), who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy, or otherwise is on outpatient status or on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, or members on the permanent disability retired list.

DEFINITIONS

- A **“son or daughter of a covered servicemember”** means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- A **“parent of a covered servicemember”** means a covered servicemember's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”
- The **“next of kin of a covered servicemember”** is the nearest blood relative, other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- **“Covered active duty”** means:

- “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- “Covered active duty” for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of Title 10 of the United States Code.
- **“Covered servicemember”** means:
 - An Armed Forces member (including the National Guard or Reserves) undergoing medical treatment, recuperation, or therapy or otherwise in outpatient status or on the temporary disability retired list, for a serious injury or illness”; or
 - A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- **“Serious injury or illness”** means:
 - In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
 - In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

AMOUNT OF LEAVE – QUALIFIED EXIGENCY

An eligible employee can take up to 12 weeks of leave for a qualified exigency.

AMOUNT OF LEAVE – MILITARY CAREGIVER

An eligible employee taking military caregiver leave is entitled to 26 workweeks of leave during a “single 12-month period.” The “single 12-month period” begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

Leave taken for any FMLA reason counts towards the 26-week entitlement. If an employee does not take all 26 workweeks of leave to care for a covered servicemember during this “single 12-month period,” the remaining part of the 26 workweeks of leave entitlement to care for the covered servicemember is forfeited. 29 C.F.R. § 825.127(e)(1) (2017).

CERTIFICATION OF QUALIFYING EXISGENCY FOR MILITARY FAMILY LEAVE

The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

CERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICEMEMBER FOR MILITARY FAMILY LEAVE

The City will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

All other provisions of the FMLA policy, including Use of Paid Leave, Employee Status and Benefits During Leave, Procedure for Requesting Leave, and Benefits During Leave and Reinstatement, are outlined above in the FMLA policy.

Previous Personnel Policy - 8th Section replaces the following

3.5.1. Maternity Leave of Absence Maternity/paternity or adoption leave of absence without pay will be granted to a natural parent or an adoptive parent who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue up to four (4) months past the date of delivery or adoption of a child. Pregnant women will be permitted to continue working for the City, without regard to their stage of pregnancy, provided that they can continue to perform their regularly prescribed duties and can do so without endangering either the health of the mother, fetus, or endangering other employees because of restricted work activity. The City of Willmar may require a physician's statement at any time attesting to these facts regarding safety. Maternity leave during the first or second trimester shall be granted only with a physician's order.

5.7. Extended Leave of Absence

5.7.1. Employees may request an extended leave of absence without pay for reasons other than injury or illness subject to the approval of the City Administrator.

5.7.2. An employee who has requested an extended leave of absence may be required to successfully complete a physical exam before being allowed to return to work.

5.7.3. Employees requesting an extended leave of absence of one month or more are required to pay the pro-rata cost of monthly premiums for health, long-term disability, or life insurance policies in effect during the time of absence.

5.7.4. Vacation and sick leave shall not be earned and accumulated during an employee's leave of absence regardless of the length of leave.

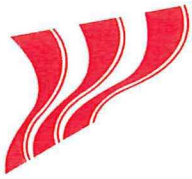
5.7.5. An employee shall not be granted a leave of absence in order to accept a different position with another employer. Acceptance of other work shall be considered as termination of employment with the City.

5.7.6. Employees may request an extended leave of absence without pay for reasons of injury or illness subject to City Administrator approval and/or subject to long-term disability insurance criteria. Acceptance of the request by the City Administrator will limit the leave of absence to one year from the date of approval. In the event the employee cannot return and perform the designated job duties at the end of one year, the employee shall be placed on un-requested leave of absence and their job shall be considered vacant. Except that an employee, at the end of the one year, may request to return on a part-time rehabilitative employment basis if it is recommended and supervised by a licensed physician and it is acceptable to the long-term disability insurance carrier. Acceptance of the rehabilitative employment request by the City Administrator will limit the arrangement to one hundred eighty (180) calendar days. In the event the employee cannot perform on a full-time basis at the end of 180 calendar days, the City Administrator may opt to demote or transfer the employee to a part-time permanent position within the employee's capabilities or terminate the employee and their job shall be considered vacant. All employee vacation and sick leave benefits accumulated and payable in accordance with the respective collective bargaining agreement shall be paid in full if placed on the un-requested leave of absence.

Employees granted a leave of absence, and who plan to be absent the full term authorized under these policies and procedures, will be required to notify the City of the employee's intent with regard to continued employment ninety (90) days in advance of the expiration of the leave.

5.9 Emergency Leave

An employee may be granted time off without pay when approved by the Department Director provided the employee has no unused vacation or compensatory time. Up to two (2) hours may be taken off without pay for compelling personal reasons with the approval of the immediate Supervisor. More than two hours requires the Department Director's approval.



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 16, 2019
From: Sarah J. Swedburg, Planner	Subject: Tempel Rezone AG to GB

AGENDA ITEM: Tempel request for rezoning of land from AG (Agriculture) to GB (General Business)

INTRODUCTION/REQUEST: The Planning Commission received a request to consider a rezoning of land for commercial use as an office/warehouse for a new painting & powerwashing company. The Commission recommends denial of this rezone.

HISTORY: The property was annexed into the City in 2007 in anticipation of a heating fuel (bio fuel) pelletizing plant that never came to fruition. In 2008, as the current Comprehensive Land Use Plan was being drafted, the Planning Commission initiated a rezoning of this property from I-1 to AG, putting it in a holding zone so a broader plan for this area could be put into place. That broader plan, as discussed in the 2009 Comprehensive Land Use Plan, is for commercial and industrial uses to the south (along Highway 12 E) and transitioning to residential uses in the north (near and including the property of interest).

CURRENT CIRCUMSTANCE: The Planning Commission has received several inquiries about this parcel over the past year. While the Commission is in agreement that they envision a commercial node in this area, due to the proximity of the Highway 71 Bypass & Civic Center Drive intersection, after lengthy discussion, they unanimously recommend denial of this rezoning request due to the findings found in the attached Resolution 2019-04.

ISSUES: The Planning Commission found that this rezoning would not be consistent with the 2009 Comprehensive Plan that encourages full development of existing industrial and commercial land and recommends orderly development occur where a full complement of utilities can be provided. While the property is currently served by the City's centralized water & electric systems, the nearest sanitary sewer service is located at the intersection of Civic Center Drive NE & Lakeland Drive NE, approximately 2,700 feet away.

FINANCIAL IMPACT: There is significant cost to extending the sanitary sewer line approximately 2,700 feet – especially if that extension only services one parcel. However, if this property was developed in conjunction with property to the West, alternative routes that would allow for cost sharing and connection would be far more feasible.

RECOMMENDED MOTION: Staff recommends a motion to adopt a resolution, adopting the Planning Commission's findings and denying the rezone.

ALTERNATIVES:

1. Introduce an Ordinance to rezone property from AG to GB, set a public hearing on October 7th, and administratively extend the 60-day rule.
2. Delay action if the Council requires additional information.

REVIEWED BY: Dr. David Ramstad, Director of Planning and Development Services

PLANNING COMMISSION DATE: August 21 & September 4, 2019

COUNCIL MEETING DATE: September 16, 2019

RESOLUTION NO. _____

RESOLUTION ADOPTING PLANNING COMMISSION FINDINGS OF FACT AND DENIAL OF REZONING OF CERTAIN PROPERTY OWNED BY KANIDYOHI POWER COOPERATIVE FROM AGRICULTURE (AG) TO GENERAL BUSINESS (GB)

Motion By: _____ Second By: _____

WHEREAS, Kandiyohi Power Cooperative and Daniel Tempel made application to the Willmar City Planning Commission for the rezoning of real property located at Civic Center Drive in the City of Willmar, Minnesota. The property is approximately 3.2 acres in area and is legally described in Exhibit A which is attached hereto and incorporated herein by reference (Subject Property); and

WHEREAS, the application requested that the Subject Property which is currently zoned AG (Agriculture) be rezoned to GB (General Business); and

WHEREAS, the Planning Commission properly noticed and conducted a public hearing on the proposed rezoning of the Subject Property from AG (Agriculture) to GB (General Business) on August 21, 2019, pursuant to City of Willmar Zoning Ordinance Section 9.H, and recommended unanimously that rezone request for the Subject Property be denied;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, based upon the recommendation of the City of Willmar Planning Commission, that it adopts the findings of fact related to the proposed rezoning of the Subject Property from Agriculture (AG) to General Business (GB), as found in Resolution 2019-04 of the City of Willmar Planning Commission.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the request to rezone the real property located at Civic Center Drive NE in the City of Willmar, Minnesota, approximately 3.2 acres in area, and legally described in Exhibit A, which is attached hereto and incorporated herein by reference, is hereby **DENIED**.

Dated this 16th day of September, 2019

MAYOR

Attest:

CITY CLERK

ORDINANCE NO. _____

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

The City of Willmar does ordain as follows:

SECTION 1. Zoning Change. The Zoning Ordinance and Zoning Map for the City of Willmar are hereby amended to rezone the following property from AG Agriculture to LB Limited Business:

All that portion of the West Half of the Northwest Quarter of the Northeast Quarter of Section 12, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County Minnesota lying Northwesterly of a line drawn parallel with and distant 50 feet Northwesterly of, as measured at right angles to, Burlington Northern Railroad Company's (formerly Great Northern Railway Company's) Main Track centerline, as now located and constructed upon over and across said West Half of the Northwest Quarter of the Northeast Quarter.

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

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

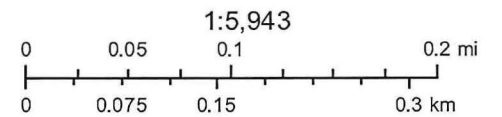
This Ordinance adopted on: _____

This Ordinance published on: _____

"Golden Triangle"



April 12, 2019



WILLMAR CITY PLANNING COMMISSION
RESOLUTION 2019-04

A RESOLUTION BY THE WILLMAR CITY PLANNING COMMISSION ADOPTING
PROPOSED FINDINGS OF FACT AND RECOMMENDING DENIAL OF REZONING OF
CERTAIN PROPERTY OWNED BY KANDIYOHI POWER COOPERATIVE FROM
AGRICULTURE (AG) TO GENERAL BUSINESS (GB)

WHEREAS, Kandiyohi Power Cooperative (KPC) and Daniel Tempel made application to the Willmar City Planning Commission for the rezoning of real property located at Civic Center Drive in the City of Willmar, Minnesota. The property is approximately 3.2 acres in area and is legally described in Exhibit A which is attached hereto and incorporated herein by reference (Subject Property); and

WHEREAS, the application requested that the Subject Property which is currently zoned AG (Agriculture) be rezoned to GB (General Business); and

WHEREAS, the Planning Commission properly noticed and conducted a public hearing on the proposed rezoning of the Subject Property from AG (Agriculture) to GB (General Business) on August 21, 2019, pursuant to City of Willmar Zoning Ordinance Section 9.H;

NOW, THEREFORE, BE IT RESOLVED BY THE WILLMAR CITY PLANNING COMMISSION that it adopts the following findings of fact related to the proposed rezoning of the Subject Property from Agriculture (Ag) to General Business (GB):

1. That the property at issue (Subject Property) located at Civic Center Drive in the City of Willmar, Minnesota, is approximately 3.2 acres in area, and is legally described in Exhibit A which is attached hereto and incorporated herein by reference.
2. That the Subject Property is owned by KPC and is the subject of a purchase agreement with Daniel Tempel pursuant to which Daniel Tempel has agreed to purchase the Subject Property from KPC, and is currently zoned AG (Agriculture) and the Planning Commission has unanimously recommended that the property not be rezoned to GB (General Business).
3. That the individuals who testified at the public hearing before the Planning Commission are set forth in Exhibit B which is attached hereto and incorporated herein by reference.
4. The purpose of the current zoning of AG is for a holding pattern until the timing for logical expansion of development on municipal utilities presents itself. The AG zoning district limits use to Agriculture-related activity. The requested zoning of GB would permit any number of general commercial uses on this property, a handful of which would require a Plan Review or Conditional Use Permit from the Planning Commission.

5. While GB zoning may promote a higher level of use, and use options, present zoning (AG) also promotes development to occur in an orderly fashion, and located in areas that are currently, or soon will be, serviced by water, sewer, and streets, as found in the City of Willmar 2009 Comprehensive Plan, Chapter 4 Page 1.

6. The Subject Property is currently served by the City's centralized water system but not sanitary sewer; the closest sanitary sewer service is located at the intersection of Civic Center Drive NE and Lakeland Drive NE, approximately 2,700 feet away from the Subject Property, and extension of the sanitary sewer system to the Subject Property is not financially feasible at this time.

7. The proposed rezoning would serve as the beginning of a commercial node near the intersection of Civic Center Drive and Highway 71 Bypass North and would encourage commercial growth and diversified expansion and development of new businesses in the City of Willmar. However, this location of growth is not consistent with the City of Willmar 2009 Comprehensive Plan that (a) encourages full development of existing industrial and commercial land within the City (Ch. 5 Pg. 2.c.), (b) recommends development occur in areas where utilities can be provided with optimal efficiency and cost (Ch. 5 Pg. 3.o.), (c) recommends orderly expansion of commercial areas (Ch. 5 Pg. 3.p.), (d) encourages new development in areas contiguous to existing development in the City (Ch. 5 Pg. 4.b.), (e) recommends requirement of a full complement of public utilities (Ch. 5 Pg. 4.d.), and (f) affirms the City's desire to serve all residents and business with municipal utilities (Ch. 5 Pg. 4.g.).

8. That based upon the testimony and evidence presented at the public hearing the Planning Commission finds that a rezoning of the Subject Property should not occur.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE WILLMAR CITY PLANNING COMMISSION that it recommends to the Willmar City Council that it **DENY** the request to rezone the real property located at Civic Center Drive in the City of Willmar, Minnesota, approximately 3.2 acres in area, and legally described in Exhibit A, which is attached hereto and incorporated herein by reference.

Dated this 4th day of September, 2019.



Steve Gardner, Chairman



Jeff Kimpling, Secretary

EXHIBIT A

The real property located in the City of Willmar, County of Kandiyohi, State of Minnesota, and legally described as:

All that portion of the West Half of the Northwest Quarter of the Northeast Quarter of Section 12, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County Minnesota lying Northwesterly of a line drawn parallel with and distant 50 feet Northwesterly of, as measured at right angles to, Burlington Northern Railroad Company's (formerly Great Northern Railway Company's) Main Track centerline, as now located and constructed upon over and across said West Half of the Northwest Quarter of the Northeast Quarter.

EXHIBIT B

Name

Address

Daniel Tempel

Willmar, MN

4. **MAST ORDERLY ANNEXATION- FILE NO. 07-01:** Staff presented an application on behalf of Greg Mast and the Bredeson family for orderly annexation of a 55 acre ± tract of land off of Civic Center Dr. NE and southwest of the Highway 23 bypass. The property is pie shaped on the curve and also has a RR spur through the property. The applicant wishes to use the northern 20 acres for industrial development of a heating fuel (bio fuel) pelletizing plant. And to leave the remaining property to the south as Ag reserve for future development.

The Planning Commission discussed the access concerns onto Civic Center Dr. NE, as the property is on the main artery to the High School. They also talked about other possible accesses to the entire property bounded by the main RR line and the spur. 25th St. SE and High Ave. NE were possible streets that could be extended into the property. They talked about the future of the RR spur and whether it would remain an active spur or be turned into a trail in the near future. Staff will be contacting the RR to see what they have planned for the line.

There was also discussion about the future zoning of all the property. The land use plan designates the area east of the spur as industrial reserve and the property west of the spur as residential. The Commission talked about the property being a gateway of sorts from the bypass, as well as the High School (an entrance for all school activity visitors). The argument was made that property near schools should be visually attractive and not industrial pole barns. It was suggested that there is property available in the industrial park and park expansion area. Staff commented this property was chosen as it has RR access for product.

The Commission talked about the difficulty of getting sanitary sewer service to the site. Staff commented that in cases such as this where water is available but it is not feasible for sanitary, a septic system would be allowed. The industry would not be using sanitary for the processing of product, and there is no discharge or waste water involved. Another concern Staff has is if the property is not annexed the City would have no say in what occurs at the site.

The Planning Commission reviewed and discussed staff comments (see Attachment A)

Dr. Morris made a motion, seconded by Ms. Laumer to table the matter and get more information from the City Engineer regarding access onto Civic Center Drive NE as well as how all the property along the spur may be accessed (street connectivity etc.).

The motion carried.

5. **THIRD ST. SE VACATION FILE NO. 07-01:** Staff explained that Bethesda Nursing Home and Calvary Lutheran Church approached the City about vacating 3rd St. SE south of Olena Ave. SE and north of 11th Ave. SE, a one block section along their two properties. Staff notified the various departments and utilities to see if the request is feasible.

PLANNING COMMISSION- MARCH 14, 2007

STAFF COMMENTS

1. STERLING APARTMENTS PRELIMINARY PLAT- FILE NO. 07-02:

- The applicant is Cambridge Apartments Inc., Golden Valley, MN.
- The applicant is requesting a 2 lot replat of property described as: Outlot A, Block 1, T & M Addition (501/505 28th Ave. SW).
- The applicant wishes to replat the property from one lot to two lots in order for each building to be on its own lot. Each could be separately owned.
- The property is zoned R-4 Medium Density Multiple Family Residential.
- The property is accessed via 19th Ave. SW. There will have to be recorded articles declaring ownership/maintenance of access Outlot A (shared accesses) and Outlot B (shared stormwater pond).
- All setbacks are met, and lots area/width.

MUC Comments: Capacity and availability is ok as it is already served. Please add the easements as follows:

- North 6' Lot 1, Block 1
- North 6' Lot 2, Block 1
- North 6' of Outlot A.
- See map drawing for 10' utility easements in Lot 1 & 2, Block 1.

Assessor's Comments: Replat of 95-794-0300. The Outlots should be covered by Declarations (or something) that addresses ingress/egress, maintenance & ownership issues.

Fire Chief/Marshall Comments: No fire issues.

Engineering/Public Works Comments: Easements or access needs to be granted to storm pond, or Outlot A extended to connect to Outlot B.

RECOMMENDATIONS: Approve the preliminary plat with the following conditions:

- A. MUC easements shall be added as requested.
- B. The Outlots ownership/upkeep shall be spelled out in declarations or covenants that shall be recorded concurrently with the final plat.
- C. There shall be an easement to Outlot B to allow access to the pond.

2. MAST ORDERLY ANNEXATION- FILE NO. 07-01:

- The applicants for the petition for annexation are Jean Langsjoen-Hogan, William Hogan, Charles Bredeson P.R., Carol Bredeson, John Anderson, and Mari Anderson.
- The 55± acres are planned to be sold to Greg Mast who plans on operating a heating fuel (bio fuel) pelletizing plant on property described as: that part of the N ½ of the NE ¼ of Section 12, Township 119N, Range 35W, lying east of the BNSF RR r-o-w and west of the r-o-w of USTH No. 71 & STH No. 23.

AND that part of the S ½ of Section 1 Township 119 N. Range 35 W. lying east of the BNSF RR r-o-w and west of the r-o-w of USTH No. 71 & STH No. 23.

- The property can be accessed via Civic Center Drive NE.
- The property is being requested to be I-1 or I-2 which conforms to our land use plan map.

MUC Comments: There is no significant water impact as there is a 12" main available in Civic Center Drive. The existing electric distribution system is located on the south and east side of Civic Center Drive. The financial impact of a new building on this parcel will be no greater than that of another equal size of service, the WMU may wish to do some system upgrading in conjunction with or prior to installing a new service.

Police Chief Comments: In reference to the annexation of the 55 acres off of Civic Center Drive NE, we see little impact on police services.

Engineering/Public Works Comments: Sanitary sewer is not available, would need a pump station and existing outlet capacity not adequate. Water is available via a 12" main on Civic Center Dr. NE. Street would cross old RR tracks would need RR permit. Likely storm sewer is west towards lake. May have option to bore RR and send to overland ditch towards east.

Fire Chief/Marshall Comments: After reviewing the proposed annexation plans, I feel there will be no issues regarding fire protection as the area is currently being protected by our Township agreements. The installation of infrastructure such as fire hydrants and roadways upon the annexation of these parcels would allow for the improved fire department access and protection of the area.

RECOMMENDATION: Approve the annexation and proceed discussions with the Township Board and then onto the City Council.

3. THRID ST. SE STREET VACATION FILE NO. 07-01:

- Bethesda Heritage Center and Calvary Lutheran Church approached the City regarding vacating 3rd St. SE south of Olena Ave. SE and north of 11th Ave. SE.
- Staff contacted the various entities this vacation would affect to determine if closing this one block portion of the street would be feasible.

MUC Comments: The Water Division would require a permanent easement, full width of the r/w, with stipulations preventing the building of any structures in the easement.

The electric division of the Willmar Municipal Utilities (WMU) has a few serious reservations about the requested vacation of 3rd Street SE between Olena Avenue and 11th Ave. I have attached a drawing of our electric system showing our existing underground three-phase electric line providing service to Bethesda Homes, Calvary Church and the Junior High School.

April 9, 2008
Planning Commission

City. Staff explained there were no immediate plans to improve along those parcels.

With no further comments from the audience, the public hearing closed at 7:45 p.m.

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

Mr. Stoneberg made a motion, seconded by Mr. Oakes, to approve the preliminary plat with the following conditions:

- A. Lot 1, Block 2, is vacated street so the City only owns half of vacated portion; plat shall be adjusted to depict that.
- B. Hydrants shall be as per City Policy/Fire Code.
- C. 15th St. SE maybe needs to be a cul-de-sac or appropriate turnaround if dead-end.
- D. Utility easements shall be added as requested.
- E. A 20' drainage easement shall be added along the north edge of Block 1.

The motion carried.

5. **REZONE I-1 TO AG- FILE NO. 08-01:** The public hearing opened at 7:42 p.m. Staff presented the rezone initiated by the Planning Commission for lands that were annexed in 2007 and zoned I-1, to be rezoned as Ag for a holding designation on property described as: part of the NW ¼ of the NE 1/4, Section 12, Township 119, Range 35 (Civic Center Dr. NE see file for complete legal). The rezone would involve two separate parcels: one owned by William Anderson c/o Charles Bredeson and the other by Kandiyohi Power Cooperative. The Commission discussed the reasoning for rezoning the land back to Ag to have a plan for that entire section of land as it is difficult to access, service, and thus develop.

Scott Froemming, of Kandiyohi Power, stated the Co-Op would prefer to leave their property zoned industrial or commercial for sale/development. He said they were concerned that with the Ag designation it may be difficult in the future to rezone it back to a use that a buyer wishes. The Commission assured Mr. Froemming that the intent was not to limit the usability of their property, simply to have a mass plan for the area which will soon be completed with the Comprehensive Plan update. The Commission would not impede development to their property and would consider a rezone request in the future.

With no further comments from the public, the hearing closed at 8:03 p.m.

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

Ms. Rahn made a motion, seconded by Mr. Alvarado, to approve the rezone and forward it onto the City Council to adopt the Ordinance.

The motion carried.

6. VINJE LUTHERAN CHURCH BELL TOWER DISCUSSION: Merle Berkeland presented a request on behalf of Vinje Lutheran Church for a reduced setback for a bell tower that is currently on the church property, but is being moved to accommodate a building addition to the site at 1101 Willmar Ave. SE. Staff explained that they are interpreting Section 3.C.3.b of the Zoning Ordinance that allows a front yard setback encroachment for landscaping, flagpole and the like, which is quite similar to a bell tower. Staff asked the Commission if they would consider the bell tower to be a permitted encroachment, similar to those specified as examples in the Ordinance.

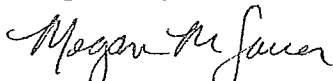
The Commission talked about the tower being neither a visibility issue nor a safety hazard for pedestrians or vehicles.

Mr. Oakes made a motion, seconded by Mr. Stoneberg, to approve the setback request of 9' from the property line to the supports of the bell tower as being consistent with Section 3.C.3.b. of the Zoning Ordinance.

The motion carried.

7. There being no further business to come before the Commission, the meeting adjourned at 8:24 p.m.

Respectfully submitted,



Megan M. Sauer
Planner

Attachment A
April 9, 2008
Planning Commission

MUC Comments: Water supply is already addressed in 2008 street project plans. 6' utility easements shall be added as follows: west 6' of Outlot "A", south 6' of Lots 1, 2, & 3, Block 2. Remove old 5' easements as shown on drawing.

Engineering/Public Works Comments: Outlot A should be dedicated for the proposed pond location. A 20' drainage easement shall be added along the north edge of Block 1.

RECOMMENDATION: Approve the preliminary plat with the following conditions:

- A. Lot 1, Block 2, is vacated street so the City only owns half of vacated portion; plat shall be adjusted to depict that.
- B. Hydrants shall be as per City Policy/Fire Code.
- C. 15th St. SE maybe needs to be cul-de-sac or appropriate turnaround if dead-end.
- D. Utility easements shall be added as requested.
- E. A 20' drainage easement shall be added along the north edge of Block 1.

3. **REZONE I-1 TO AG- FILE NO. 08-01:**

- The Planning Commission initiated the rezone of the property from I-1 back to Ag as a holding designation on property described as: part of the NW ¼ of the NE 1/4, Section 12, Township 119, Range 35 (Civic Center Dr. NE).
- Two different piece of property are zoned I-1, one is owned by William Anderson c/o Charles Bredeson, and the other is owned by Kandiyohi Power Co-Op.
- Commission wants it back as Ag until it can be determined what/how the area should be developed as layed out in the land use map.
- Currently land is designated as industrial reserve on land use map.

RECOMMENDATION: Approve the rezone and forward it onto the City Council for a public hearing and adoption. Property owners to be notified of Council hearing.

04/11/08

I attended the Planning Commission Meeting on April 9, 2008 regarding rezoning KPC's old pole yard property. The original notice did not include the old pole yard but it was added to the property to be rezoned from I-1 (limited industrial) to AG (agricultural). The property was being rezoned because the city was reconsidering whether or not they wanted this area to be industrial. Apparently there had been a pelletizing plant project proposed for this area and the residents did not like it. The pelletizing plant is what caused the city to annex the areas being rezoned including our old pole yard. When it was annexed it was zoned I-1. Now that the pelletizing plant project has fallen through they want the land zoned as AG until they figure out the master plan for the area.

I objected to the rezoning on the premise that it was restricting what we could do with the land.

Their reply was that it didn't make sense to have one little parcel zoned different than all the other property around it and that it wouldn't be a big deal to get it rezoned to a light commercial classification if we had a project for the property. They indicated that when they did the master plan that it would probably end up being zoned light commercial anyway.

It ended up that they are recommending to the City Council that our property be rezoned with the rest. However, the committee gave me their assurance that if we needed to get it rezoned to a light commercial classification that it would be no problem. They said they would note this in the minutes. Rocky Stoneberg sits on the Planning Committee and was very helpful in gaining this assurance.

Submitted to PC 9/4/19
by Dan Tempel # KPC

4. MINNWEST TECHNOLOGY CAMPUS/EXCEL BUSINESS ADVISORS PLAN REVIEW – FILE NO. 18-02: Staff presented a plan review request on behalf of The MinnWest Technology Campus to allow the use of office space by Excel Business Advisors on campus property described as follows: Unit 5, MinnWest Technology Campus, CIC #40 A Planned Community (1700 Technology Dr. NE).

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

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

Mr. Marchand made a motion, seconded by Mr. Sieck, to approve the plan review with the following condition:

- A. The use shall meet all applicable local, state, and federal rules and regulations at all times.

The motion carried.

5. MISC. GOLDEN TRIANGLE DISCUSSION: Staff recently received an inquiry about the potential of building a dry/cold storage facility on land described as follows: All that portion of the W1/2 of NW1/4 of NE ¼ lying nw'ly of a line drawn parallel with & distant 50' nw'ly of BNRRT main track ctrline as now located & constructed upon, over & across SD W1/2 NW1/4 NE1/4. The land is currently zoned Agriculture, and a text amendment would be needed to allow dry/cold storage for purposes other than agriculture.

There is known contamination on the site, and the Commission discussed the environmental responsibility a new owner would have if acquiring this land. Staff expressed that future use of the surrounding land would likely be residential. Access to land east of the parcel is limited, but the rail line has the potential to become an expansion of the trail.

The Planning Commission and staff came to the consensus that dry/cold storage does not fit with the intended future use of the land and no conditional use permit or text amendment would be allowed to reflect such.

6. SUBDIVISION ORDINANCE DISCUSSION: As per Project A in the Comprehensive Plan, staff is continuing work to rewrite the Subdivision Ordinance. The Planning Commission was supportive of making this necessary update. Staff presented for consideration three main additions: minor subdivisions, park dedication, and sidewalk/trail requirements. The Subdivision Ordinance is currently under review with the Engineering Department regarding design standards and required materials. Staff will continue to move forward with revisions on the draft ordinance.
7. There being no further business to come before the Commission the meeting adjourned at 8:03 p.m.

**WILLMAR PLANNING COMMISSION
CITY OF WILLMAR, MN
WEDNESDAY, APRIL 17, 2019**

MINUTES

1. The Willmar Planning Commission met on Wednesday, April 17, 2019, at 7:00 p.m. at the Willmar City Offices Conference Room #1.

Members Present: Rolf Standfuss, Jeff Kimpling, Dr. Jerry Kjergaard, Terry Sieck, Cletus Frank, Jonathan Marchand, and Christina Nelson.

Members Absent: Steve Gardner

Others Present: Sarah Swedburg – Planner, Doug Fenster, and Steve Peppin

2. MINUTES: Minutes of the February 20, 2019 meeting were approved as presented.
3. GOLDEN TRIANGLE: Staff presented and reviewed the 2018 Planning Commission discussion. Staff explained that we haven't seen the adjacent 60 acre parcel developed due to the large expense to bring utilities to that area. Doug Fenster was present to discuss the history of the area and the numerous impractical issues standing in the way of development in this area. The environmental contamination on this site is about 110'x80'. He explained that the foliage on the site is generally a good sign regarding the environmental contamination. The existing zoning is Ag.

Terry Sieck reviewed the environmental impacts and challenges that may arise should contamination be found. He stated that the commission discussed the vision of residential use in this area. With the relatively large and growing amount of employment in this area, would it be worth considering a more commercial use in the northern area of town? Due to the high expense of upgrading the rail spur in this area, Mr. Fenster sees little appetite in a large commercial development on the East ½ of the current crop land. The committee discussed at length the possible uses for that property and the long term vision of this area.

4. TATTOO PARLOR USE: Staff informed the commission that currently tattoo parlors are only allowed in the Central Business District and the Shopping Center District. There is a request for a tattoo parlor use in a General Business Zone along Highway 12. The Commission discussed allowing their desire for this use to be permitted outright in the General Business District, similar to a Hair Salon or other appointment-based use already allowed in this district. Staff recommends setting a public hearing for the next meeting scheduled for May 8th to make the text amendment.
5. MISCELLANY:
Staff informed the Committee that the new Planning and Development Services Director has started and the commission is encourage to stop in the office to meet him.

Willmar Zoning Ordinance

SECTION 3: GENERAL PROVISIONS

A. SEWER AND WATER.



1. General. City sanitary sewer and water facilities shall be utilized whenever such facilities are available or can be made available by extensions which prove to be both feasible, economical, and in the best interests of the City. Where public facilities are unavailable, a proper system of sewage treatment, disposal, and water supply conforming to the standards and requirements of the City Engineer, Minnesota Pollution Control Agency, and the Minnesota State Department of Health shall be employed.
2. Compliance. Site plans shall show the proposed sewage disposal system and well location. A Certificate of Compliance shall not be granted until on-site sewage treatment and disposal facilities are installed and functioning properly as approved by the Zoning Administrator. Residential lot areas shall be a minimum of one acre when private sewer or water systems are utilized.

B. LOTS.

1. Buildings. Except for R-1 and R-2 Districts, more than one (1) principal building may be permitted on a single lot if area, setback, and density requirements are met.
2. Minimum Size. Every lot created after the effective date of this Ordinance shall meet the lot size requirements of the zoning district in which it is located.
3. Lots of Record. Lots of record in R-1, R-2, and R-3 Districts not meeting district area requirements shall be issued a building permit provided:
 - a. The proposed dwelling structure is single family.
 - b. Lot area and width are at least seventy (70) percent and sixty (60) percent of district requirements for area and width.
 - c. Parking and setback requirements are met.

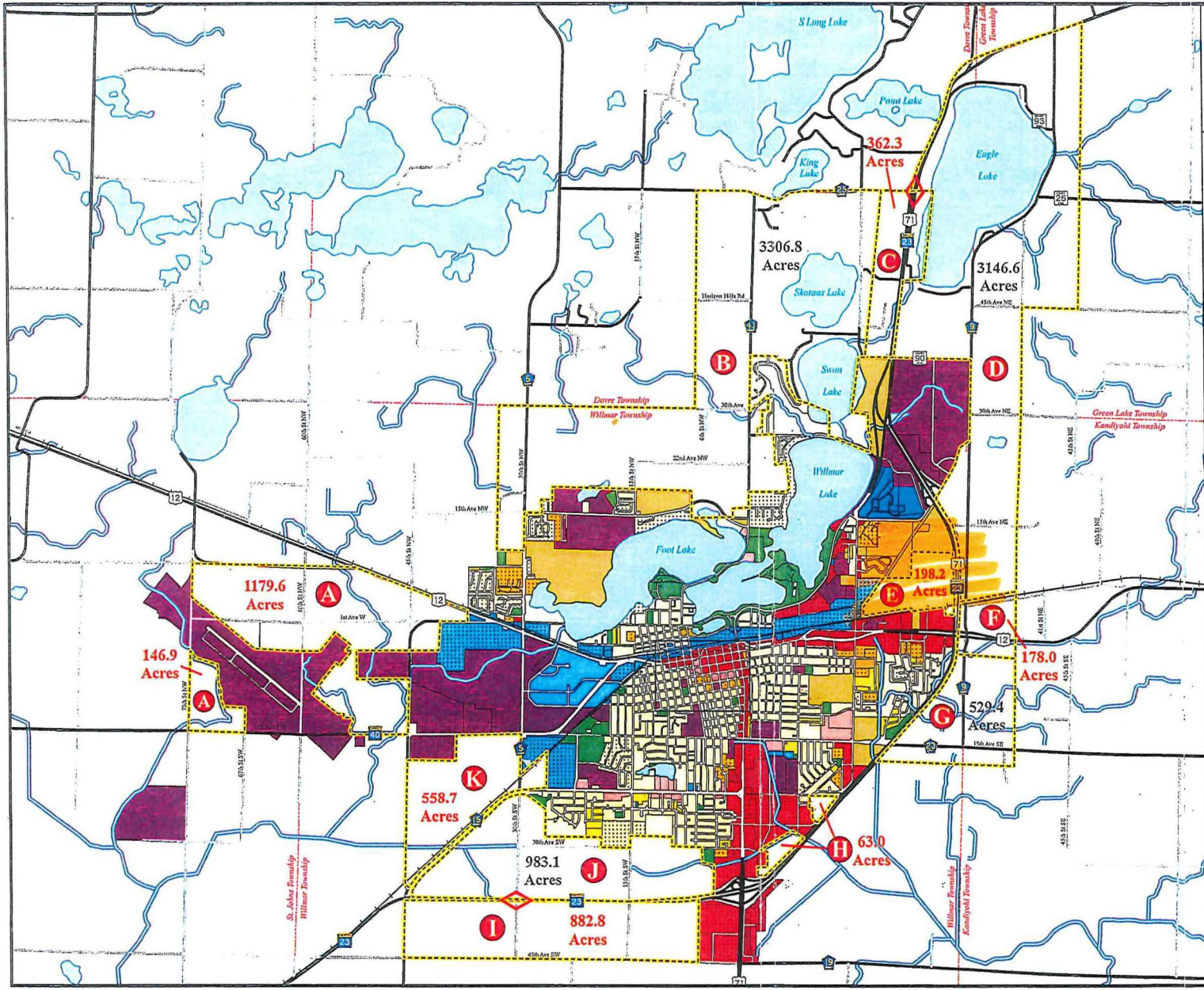
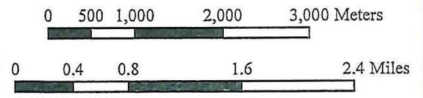
Map 6A: City of Willmar: Future Land Use

Legend

-  Urban Growth Boundary
-  Unpaved Road
-  Paved Road
-  Railroad
-  River, Stream or Ditch
-  R-1, One Family Residential
-  R-2, One and Two Family Res
-  R-3, Low Density Multi Family
-  R-4, Medium Density Multi Fam
-  R-5, High Density Multi Family
-  LB, Limited Business
-  GB, General Business
-  CBD, Central Business District
-  SC, Shopping Center
-  I-1, Limited Industry
-  I-2, General Industry
-  P, Park District
-  A, Agriculture
-  G, Government/Institution Dist
-  T, Technology District
-  Lakes
-  Townships
-  A-K Future Land Use
(See text in Comprehensive Plan)
-  Future Interchange



Prepared by Mid-Minnesota
Development Commission
February 2009



Urban Growth Area Descriptions

Map 6A shows the location of each Urban Growth Area described below. It is the City's desire to preserve agricultural land for as long as is feasible and to deter sprawl and/or leap-frog development.

- A** **AREAS A** The two Urban Growth Areas surrounding the airport should be reserved for airport related business and industry. The land should remain in agricultural use pending the logical expansion of industrial use through annexation, as the City expands to the West and municipal services become available. Areas A contain approximately 1,327 acres of land all impacted by Airport Zoning. It may also be the site of a future railroad bypass.
- B** **AREA B** Low density residential development with scattered nodes of neighborhood commercial development, including limited retail and service businesses, as municipal services are made available (approximately 3,307 acres).
- C** **AREA C** Future interchange with expanded highway commercial development when municipal services become available. There will also be some mixed density residential development (approximately 362 acres)
- D** **AREA D** Area D, containing approximately 3,147 acres, will have low density residential development with scattered nodes of neighborhood commercial development, including limited retail and service businesses.
- E** **AREA E** This area will continue with agricultural uses until access and services become available. Future conversion of the existing railroad spur line to a trail as a link in the current trail system is anticipated. Development will transition from industrial in the south (where it currently exists) to residential in the north. Area E contains approximately 198 acres.
- F** **AREA F** Limited commercial development when municipal services become available (approximately 178 acres).
- G** **AREA G** Residential development when municipal services become available (approximately 529 acres).
- H** **AREAS H** Agricultural until annexed. Commercial development when municipal services become available (approximately 63 acres).
- I** **AREA I** Mixed commercial and light industrial development transitioning to mixed residential development as municipal services become available (approximately 883 acres).
- J** **AREA J** There will be residential development with limited commercial development adjacent to the interchange planned at CSAH 15 (approximately 983 acres).
- K** **AREA K** Agricultural uses changing to industrial as municipal services become available (approximately 559 acres).

Chapter Four: Current and Emerging Issues

Chapter Four presents the nature and extent of current and emerging issues facing Willmar. This inventory of issues, however, is not intended to remain constant over the next 20 years. Some of these issues may become lower in priority as measures are taken by the City to address them. Additional issues will also arise that should be added to the list as they emerge.

A key element to a Comprehensive Plan is being able to address the current and emerging issues of the City. The issues facing Willmar now, and in the future, will largely dictate the development that will occur and the planning that will need to take place. Although many of the following issues were identified throughout the comprehensive planning process, several public meetings were held in an effort to specifically gather a list of issues and concerns from local officials and citizens. The issues identified in the goal areas are used as a framework for the objectives and policy guidelines found in Chapter Five. The objectives and policy guidelines, in turn, provide specific information on the issues that are important in Willmar and clearly define how decisions should be made by the City on a day-to-day basis.

Identifying Issues with a Topic Area

Several of the issues identified in this Chapter could be placed in more than one topic area. For the purposes of minimizing the repetitiveness of issues, each issue is presented once in the goal area that best characterizes the issue.

Economic Growth

- **Economic development that follows current and future infrastructure - Commercial and industrial development should be encouraged to be located in areas that are currently (or soon will be) serviced by water, sewer, and streets in order to make the development more cost effective.**
- **Location of industry** - New industrial development **should first be directed towards currently developed industrial lands**, with measures taken to buffer industrial uses from other types of development.
- **Preferred businesses** - When attempting to attract new business to the City, the size, type, wages, jobs, and utility demand of the prospective companies should be taken into consideration. It is important that new businesses be compatible with current and future land use plans and that they create a positive impact on the local economy. It was brought up several times during the Plan's public meetings that the City is a regional center for medical and retail services. This niche should be emphasized and strengthened.

- **Downtown Marketing & Renewal** – The Willmar Design Center has been working on bringing to fruition the Willmar Downtown Visioner with four strategic actions. These efforts will hopefully restore and improve the Central Business District of the City.
- **Promote innovative marketing strategies** - To strengthen the local economy, the City should develop innovative marketing strategies designed to attract new businesses.
- **Tourism** - The City's location near many lakes, wooded areas, trails, parks, and hunting and fishing resources provides a wide variety of tourism opportunities. Tourism is an important part of the economy, as it produces jobs and results in additional money being spent in the community. One way to accomplish this, as suggested at the Plan's public meetings, is through more attractive entrances that help make Willmar more welcoming.

Public Utilities

- **Costs of new development and tax implications** - Prior to providing infrastructure to newly developed areas or to land that is anticipated to experience growth, the costs that will be incurred to provide water, sewer, streets, and other services to these areas should be determined. In some cases, the costs to provide services and infrastructure to new development may exceed the taxes that will be generated. Also, new development can increase the property value of neighboring land, which results in these landowners paying higher taxes. **Developers should pay 100 percent of infrastructure costs. Infill development was suggested at the Plan's public meetings to help utilize existing infrastructure investments.**
- Renewable energy options are available for public utilities. Future energy needs can be accommodated in a number of ways that are environmentally sensitive.
- With rapid changes occurring in the field of telecommunications and the provision of Broad Band internet service, new development will have to make accommodations for the latest technology.

Parks and Open Space

- **Parks and recreation** - As Willmar grows, the City will need to identify new areas for parks and recreation. Some communities are now requiring each new development to dedicate a certain percentage of the development for open space or recreational purposes (i.e., 10%). This could include something as simple as a picnic area or as detailed as a new park. Parks were one of the Community's major assets identified frequently during the Plan's public meetings. A payment in lieu of land dedication may be an acceptable alternative.

Section A: Economic Growth

1. **GOAL:** To have an economically sustainable community offering a diverse set of services, goods, and employment opportunities.

2. **OBJECTIVES:**
 - a. Promote economic development which will be beneficial to the community, including tax base enhancement, increased aesthetics, and expanded employment opportunities.
 - b. Promote the existing economic base and the expansion of existing businesses.
 - c. Work with the Economic Development Commission on a variety of business retention and expansion activities.

3. **POLICIES:**
 - a. Encourage programs that promote diversified commercial growth to meet the needs of West-Central Minnesota.
 - b. Strengthen the business districts through various development and redevelopment programs.
 - c. Encourage full development of existing industrial and commercial land within the City.
 - d. Encourage the expansion of existing, and development of new, businesses at suitable locations.
 - e. Encourage commercial property owners to maintain and upgrade their existing buildings and land through reasonable design standards and maintenance ordinances.
 - f. Vacant properties should meet property maintenance standards.
 - g. Provide reasonable and safe access to all retail and industrial uses.
 - h. Provide adequate parking for all business and community needs, when feasible.
 - i. The impact on parking should be examined prior to making land use decisions.
 - j. Industrial and commercial land uses shall be located in areas where the adverse impact on surrounding land uses is minimized.

- k. Commercial and industrial uses should be located on soil types that are most able to accommodate such development.
- l. Industrial sites should have good access to utilities and transportation routes.
- m. Air, water and noise pollution from industry should be monitored and regulated in accordance with the MPCA (and MS4 requirements).
- n. Industrial and commercial sites should be preserved for future growth and not utilized for further residential development.
- o. Development should occur only in areas where utilities can be provided with optimal efficiency and cost.
- p. Provide for the orderly expansion of commercial, industrial, and residential areas.
- q. Encourage development through government participation in public finance programs such as JOBZ, tax increment financing, Economic Development Commission programs, etc.
- r. Promote green space and outdoor amenities by incorporating them into commercial and industrial development plans.
- s. Cultivate positive aesthetics and image of commercial, industrial, and residential areas, encouraging continual renewal and improvement.
- t. Encourage the expansion of medical services in the community, recognizing these services as a major industry bringing jobs and visitors to the City.
- u. Facilitate housing and community services as demographics change, in preparation for the baby boomers as seniors, when reviewing development plans.
- v. Promote activities of the Economic Development Commission, Chamber of Commerce, and other community organizations for both business retention and expansion.
- w. Promote Willmar as a great location to host conferences and other special events.
- x. Recognize the importance of Ridgewater College in contributing to the city's economy, diversity, identity, activity, arts, entertainment, opportunity, and social fabric.
- y. Continue to maintain, expand, and develop important public/semi-public community facilities, such as the Civic Center, Library, Aquatic Center, parks, and other key activity venues.
- z. Promote the use of the Willmar Municipal Airport as an economic development tool.

- aa. Expand and promote tourism opportunities throughout the greater Willmar area, including the use of our extensive trails, lakes, and parks.

Section B: Public Utilities

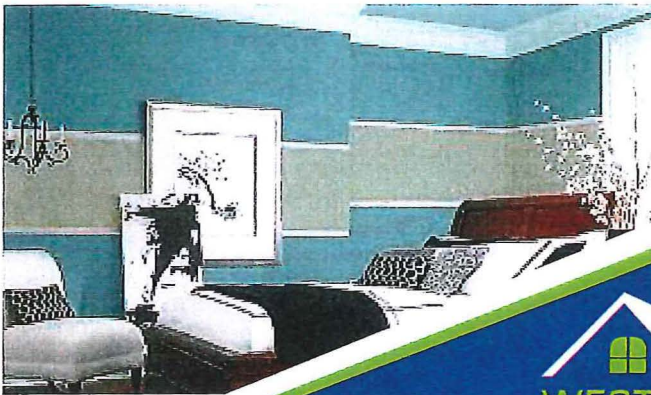
1. **GOAL:** To efficiently make available a full range of public utilities throughout the community.

2. **OBJECTIVES:**
 - a. Make public utilities affordable to both residents and business owners.
 - b. Provide public utilities in a manner that reinforces the City's staged growth and redevelopment policies.

3. **POLICIES:**
 - a. Control City expansion by creating an urban growth boundary map based on public utility extension plans and forecasts.
 - b. Encourage new development in areas **contiguous to existing development in the City** to bring about orderly expansion of public utilities, thus supporting smart-growth land use practices while at the same time preserving parkland and green space.
 - c. Encourage dense development in areas where the soils, water table, and geological features support the efficient extension of public utilities.
 - d. Require a full complement of public utilities such as sewer, water, gas, electricity, telecommunications, broadband, storm sewer/retention ponds, etc.
 - e. In the upgrading of public utilities in redevelopment areas, refine the assessment policies to encourage the continued use and/or redevelopment of these areas.
 - f. Develop and update a public utilities plan and growth boundary map.
 - g. Affirm the City's desire to serve all residents and business with municipal power, etc., and to work with other public and private utility entities in regional service matters.
 - h. Endorse technology advancement in industry and technology growth and awareness throughout the community, especially in new development.
 - i. Promote the expansion and use of the district hot water heating system.

PROFESSIONAL PAINTING & POWERWASHING

Commercial or
Residential



320.295.0059 | westcentralpainting@gmail.com

Presented by Tempel
to PC 8/21/19

OUR SERVICES

- Interior & Exterior Painting
- Staining
- Deck and Fence Renewal
- Concrete & Exposed Aggregate Sealing
- Power Washing Exterior Surfaces including Driveways, Side Walks, Patios & Decks
- Light Wall Board & Trim Repair with Painting Job

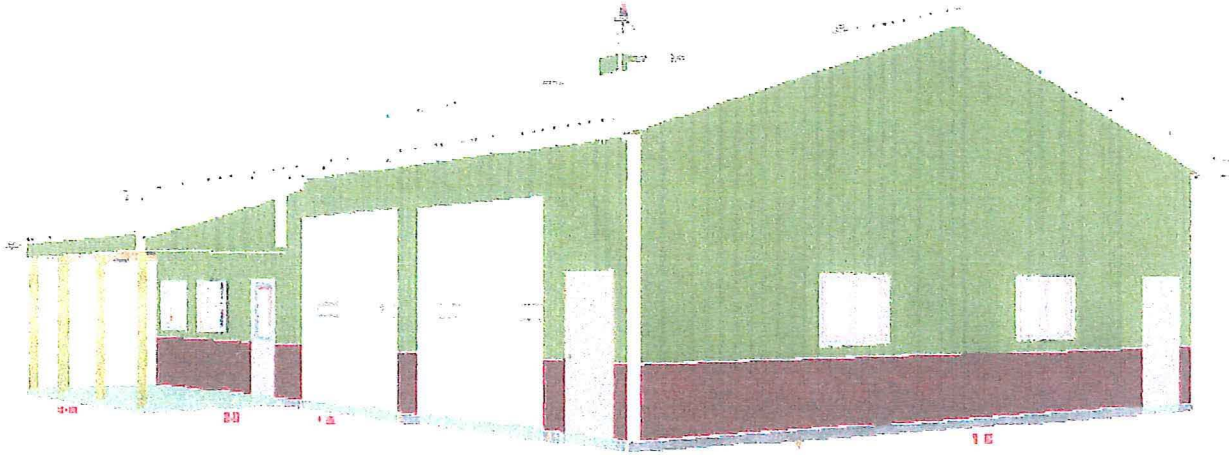
Call for a FREE Estimate! 320.295.0059



Presented by Tempel
to PC 8/21/19

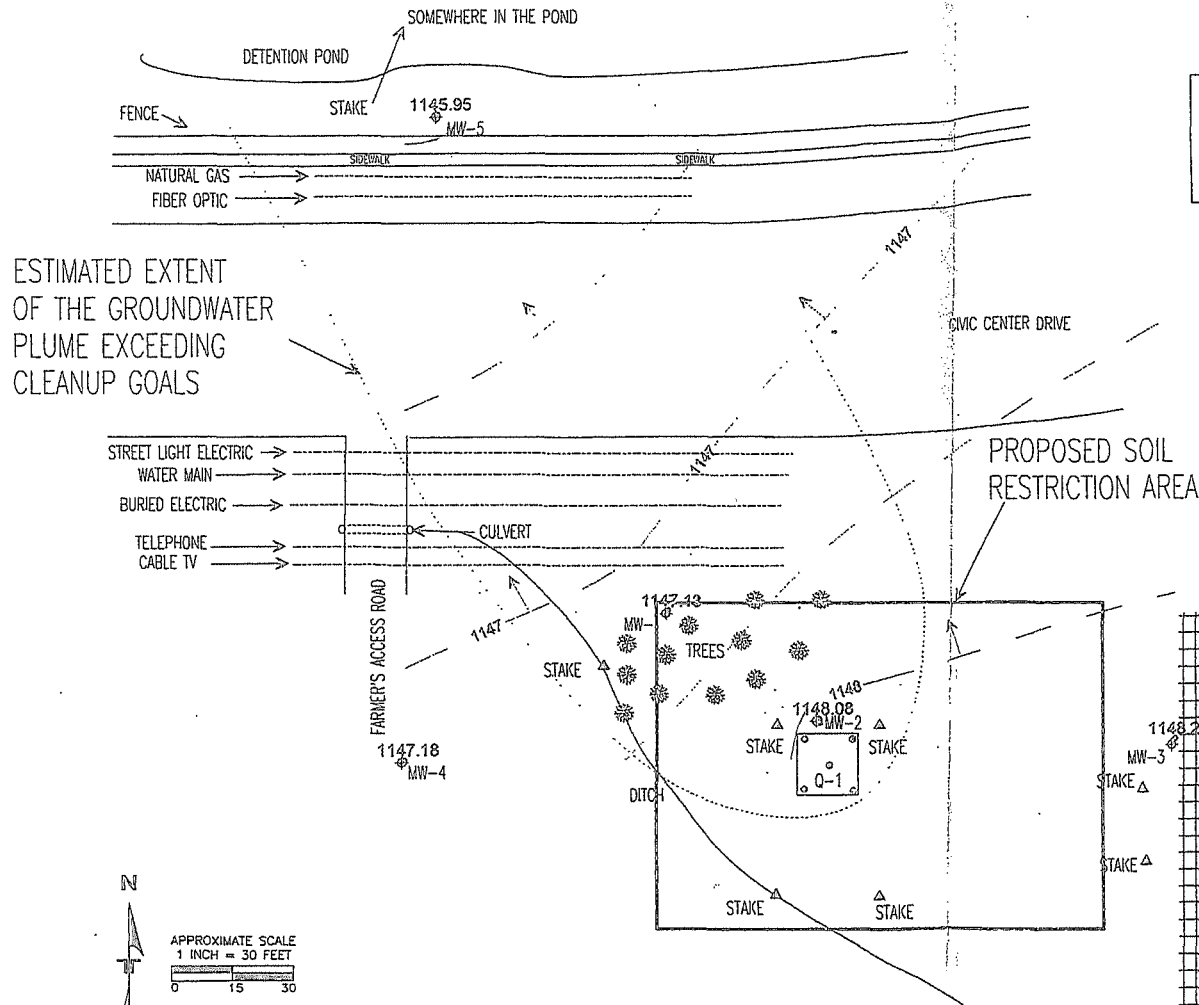


Elevation Views



Presented by Tempel
to PC 8/21/19

Presented by Tempel
to PC 8/21/19



NOTE: THE GROUND WATER CONTOURS AND PLUME ILLUSTRATED ARE BASED ON INTERPOLATION AND EXTRAPOLATION OF GROUND WATER ELEVATION AND ANALYTICAL DATA OBTAINED ON THE DATE INDICATED. ACTUAL CONDITIONS MAY VARY.

ESTIMATED EXTENT OF THE GROUNDWATER PLUME EXCEEDING CLEANUP GOALS

PROPOSED SOIL RESTRICTION AREA



APPROXIMATE SCALE
1 INCH = 30 FEET
0 15 30

LEGEND
 ◆ MONITORING WELL LOCATION
 ▲ STAKE LOCATION
 ○ SOIL SAMPLE LOCATION

EXHIBIT 2

PROPOSED SOIL RESTRICTION AREA AND
GROUNDWATER PLUME
[OCTOBER 23, 2001]

KANDIYOHI POWER COOPERATIVE
WILLMAR, MINNESOTA
TERRACON PROJECT NO. 41925028
OCTOBER 2003

C 60' BY DT NE

60'

40'

110'

80'

LIPPING
TANKS



Kandiyoh County

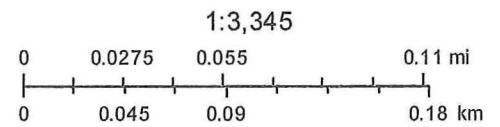
54-12

Presented by Tempel
to PC 8/21/19

Kandi Coop Site



August 21, 2019



Presented by Tempel to PC 8/21/19

DECLARATION OF RESTRICTIONS AND COVENANTS

THIS DECLARATION is made this 9 day of August, 2004, by
Kandiyohi Power Cooperative.

WITNESSETH:

WHEREAS, Kandiyohi Power Cooperative is the fee owner of certain real property located in Kandiyohi County, Minnesota, as described herein (the "Property"); and

WHEREAS, a portion of the Property was the site of release(s) of certain hazardous substances or pollutants and contaminants; and

WHEREAS, a pole treatment facility was previously located on the Property. Treatment of poles, which included utilization of a petroleum / pentachlorophenol mixture, occurred in a dip tank. As a result of soil and groundwater impacts detected near the tank, the tank was removed and soil was excavated from the tank area on June 9, 1997. Additional soil surrounding the excavation was mixed and seeded with a grass-seed mixture. Soil northwest of the former tank was planted with trees to influence groundwater flow and quality. Soil and groundwater sampling conducted at the site through 2001 indicates improved soil and groundwater quality, however, soil and groundwater impacts still exist on the property. Analytical data suggests that soil and groundwater impacts at the site are delineated, and that natural attenuation of remaining impacts is occurring.

WHEREAS, residual soil impacts consisting of diesel range organics (DRO) and pentachlorophenol (PCP) exist (Exhibit 2) at and adjacent to sampling quadrant Q-1, and residual groundwater impacts consisting of DRO and PCP exist (Exhibit 2) near monitoring wells MW-1, MW-2, and MW-5; and

Presented by Tempel to
PC. B121101

WHEREAS, under the Agreement, Kandiyohi Power Cooperative has agreed and is willing to place a Restrictive Covenant on portions of certain parcels of the Property that it owns and which are hereinafter described.

NOW, THEREFORE, Kandiyohi Power Cooperative or Property Owner makes the following declarations as to limitations, restrictions and uses to which the subject property may be put, and specifies that such declarations shall constitute covenants to run with the land as provided by law and shall be binding on all parties and all persons claiming under them:

1. Property.

(a) As used herein, "Property" shall be the real property owned by Kandiyohi Power Cooperative or Property Owner located in Kandiyohi County, Minnesota, shown on Exhibit 1 hereto and legally described as follows:

Section 12, Township 119, Range 35, All that portion of the West ½ of the NW ¼ of NE ¼ lying Northwesterly of a line drawn parallel with and distant 50 feet northwesterly of the Burlington Northern Railroad main track centerline as now located and constructed upon, over and across said west ½ of NW ¼ of NE ¼. All in Kandiyohi County. 3.40 Acres

(b) As used herein "Restricted Area" means those areas of the property made a part thereof by reference as follows:

SOIL: Commencing at a point 60 feet east and 40 feet south from the northwest corner of the NE ¼ of Section 12, Township 119, Range 35; thence due east 110 feet; thence due south 80 feet; thence due west 110 feet; thence due north 110 feet, being the point of commencement.

GROUNDWATER: The entire property

2. Use Restrictions.

Subject to the terms and conditions of this Declaration and the reservations and covenants contained herein, Kandiyohi Power Cooperative or Property Owner hereby declares and imposes the following restrictions ("Restrictions") on those areas of the Property depicted

and identified on the General Site Plan attached hereto as Exhibit 2 (Restricted Area) and made a part hereof by reference, as follows:

Soil shall not be excavated from the soil Restricted Area and groundwater shall not be extracted from the property including the construction of wells for potable use without the prior written approval of the Commissioner of the Minnesota Department of Agriculture (MDA) or the Commissioner's successor(s).

The Commissioner's approval may include conditions which the Commissioner deems reasonable and necessary to protect public health or the environment and shall not be unreasonably withheld. The Restrictions do not apply, and no prior approval of the Commissioner shall be required, to activities on that portion of the Property outside of the Restricted Area(s), including maintenance or repair of existing buildings, structures, underground sewer, water, electrical or telephone services, or installation of fencing and signage, unless such activities result in or threaten to result in disturbance of or intrusion into soil or ground water within the Restricted Area(s).

Within 60 days after receipt of a written request for approval to engage in any activities subject to the Restrictions, the MDA shall respond, in writing, by approving such request, disapproving such request, or requiring that additional information be provided. Approval may include conditions considered reasonable and necessary to protect public health and the environment.

3. Maintenance Requirements.

A vegetative ground cover shall be maintained over the soil Restricted Area. The vegetative cover should limit surface runoff, soil erosion, and exposure to underlying soil.

4. Covenants.

Kandiyohi Power Cooperative hereby covenants that the Property shall not be held, transferred, sold, conveyed, occupied, altered, or used in violation of the Restrictions set forth in Section 2 of this Declaration.

5. Reservations.

Nothing contained in this Declaration shall in anyway prohibit, restrict or limit Kandiyohi Power Cooperative, its successors or assign, from fully conveying, transferring, occupying or using the Property for all purposes not inconsistent with the Restrictions and Maintenance Requirements.

6. Duration; Amendment.

This Declaration and the covenants, grants and Restrictions herein continue until terminated, modified released and/or amended with the written consent of the Commissioner or the Commissioner's successor(s), such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Declaration and the covenants, grants and Restrictions set forth herein may be terminated, modified, released and/or amended upon the occurrence and satisfaction of the following conditions:

(a) Soil and ground water sampling is conducted on the Restricted Area(s) of the Property with prior written notice to and in accordance with a plan submitted to and approved by the MDA, such approval not to be unreasonably withheld; and

(b) Based on such samples the MDA certifies that the soil and ground water located within the Restricted Area(s) no longer pose a potential threat to human health or the environment and that disturbance of such soil and ground water will not hinder the biodegradation of any remaining contamination.

This Declaration and the covenants, grants and Restrictions may be modified and/or amended if MDA finds that the conditions set forth in Section 2 of this Declaration are

inadequate to achieve or maintain an acceptable risk to human health and the environment as set forth in the decision document.

In the event of a termination, modification, release and/or amendment of this Declaration, the Commissioner, within 60 days after receipt of written request from the owner of the Property, shall execute an instrument in recordable form, terminating, release, modifying and/or amending this Declaration.

7. Grant and Conveyance to MDA: Right of Entry.

Subject to the terms and conditions of this Declaration, Kandiyohi Power Cooperative grants and conveys to the MDA and its successors such rights and interest in the Property necessary and convenient to enforce the Restrictions set forth in section 2 of this Declaration, including the right, upon reasonable notice to the then-current owner and at reasonable times, to enter from time to time upon the Property to inspect the Restricted Area(s) and verify compliance with the Restrictions and to monitor and remediate if necessary. The Restrictions declared and the rights and interest granted under this Declaration of Restrictions shall run with the Property and bind Kandiyohi Power Cooperative, its successors or assigns, all present or future owners of the Property, and all parties who now or hereafter have or hold any right, title or interest in or to the Property. Where this Declaration of Restrictions authorizes or requires an action by the MDA or its successors, the action is effective if taken by the MDA Commissioner or the Commissioner's successor(s).

8. Emergency Procedures.

Kandiyohi Power Cooperative covenants that the procedures set forth below shall be followed when an emergency requires immediate excavation of contaminated soil to repair utility lines or other infrastructure on the site, or to respond to other types of emergencies (e.g. fires, floods) that may result in an unacceptable risk of harm from exposure:

(a) Notify the MDA within 24 hours of obtaining knowledge of such emergency conditions;

(b) Limit disturbance of contaminated media to the minimum reasonably necessary to adequately respond to the emergency;

(c) Undertake precautions to minimize exposure to workers and neighbors of the site to contaminated media (e.g., provide appropriate types of protective clothing for workers conducting the excavation, and establish procedures for minimizing the liberation of contaminated dust); and

(d) Prepare and implement a plan to restore the site to a level of acceptable risk. Submit to the MDA a copy of such a plan for review and approval prior to implementation of the plan. Submit a follow-up report after the plan is implemented so that the MDA can determine whether a level of acceptable risk has been restored.

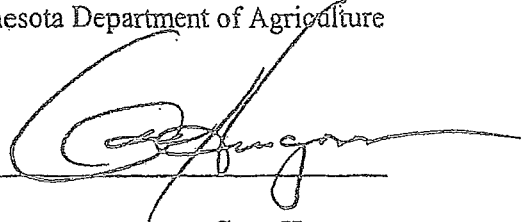
9. Disclosures.

The Restrictions set forth in Section 2 and Section 3 of this Declaration shall be incorporated in full or by reference into all instruments conveying an interest in and/or a right to use the property (e.g., easements, mortgages, leases).

Accepted on behalf of

Minnesota Department of Agriculture

By



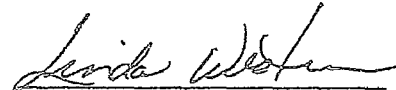
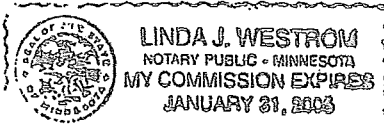
Gene Hugoson

Commissioner

State Of Minnesota

County of Kandiyohi

The foregoing instrument was acknowledged before me this 24th day of August, 2007,
by Gene Hugoson, the Commissioner of Minnesota Department of Agriculture, a Minnesota
body politic, on behalf of the State of Minnesota.



Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Blaine R. Schroyer, P.E. and Jason B. Lowery
Terracon
2277 W. Spencer Street
Appleton, WI 54914

[name and address of who drafted this document]

In Witness Whereof, this instrument has been executed on the day and year first above written.

KANDIYOHI POWER COOPERATIVE

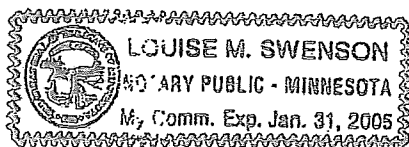
By David J. George

DAVID J. GEORGE, CEO
[NAME]
CHIEF EXECUTIVE OFFICER
[TITLE]

State of Minnesota

County of Kandiyohi

The foregoing instrument was acknowledged before me this 9 day of August 2004 by DAVID J. GEORGE, CEO [NAME], KANDIYOHI POWER COOPERATIVE [TITLE and COMPANY], on behalf of the KANDIYOHI POWER COOPERATIVE [COMPANY/ORGANIZATION NAME].



Louise M. Swenson
Notary Public

V15339#15
OFFICE OF COUNTY RECORDER
KANDIYOHI COUNTY MINNESOTA
CERTIFIED TO BE FILED
AND/OR RECORDED ON

SEP 17 1991
TIME 10:30 AM PM
JULIE GRAVLEY
COUNTY RECORDER

BY Kate Kallala DEPUTY

QUITCLAIM DEED

BURLINGTON NORTHERN RAILROAD COMPANY (formerly named Burlington Northern Inc.), a Delaware corporation, Grantor, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, conveys and quitclaims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to KANDIYOHI COOPERATIVE ELECTRIC POWER ASSOCIATION, of 1311 Hwy 71 N.E., Willmar, Minnesota, Grantee, all its right, title and interest, if any, in and to that certain parcel of land located in the County of Kandiyohi, State of Minnesota, being more particularly described as follows:

All that portion of the $W\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ of Section 12, Township 119 North, Range 35 West of the 5th Principal Meridian, Kandiyohi County, Minnesota lying Northwesterly of a line drawn parallel with and distant 50.0 feet Northwesterly of, as measured at right angles to, Burlington Northern Railroad Company's (formerly Great Northern Railway Company's) Main Track centerline, as now located and constructed upon, over, and across said $W\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$.

SUBJECT, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

If the premises are locally assessed, the Grantee, and for its successors and assigns, by acceptance of this deed, agrees to assume all locally assessed real estate taxes, outstanding and otherwise, and any and all past, present, pending and future assessments of every nature whatsoever, which have been or may be levied against the premises.

ALSO, the Grantee, and for its successors and assigns, by acceptance of this deed, hereby releases and forever discharges the Grantor, its successors and assigns, from any and all present or future obligations of the Grantor, its successors and assigns, including but not limited to the construction of or continued maintenance thereto of any railroad fences, snow fences, road crossings, cattle guards, gates, farm crossings, bridges, drainage or irrigation pipes, if any, located and situate on the premises herein conveyed.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

MICROFILM 361716

Presented by Tempel
to PC 8/21/19

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

The foregoing instrument was acknowledged before me this 24th day of SEPTEMBER, 1991, by D. P. Schneider, Assistant Director - Title Services and Anita D. Walls, Assistant Secretary of Burlington Northern Railroad Company, a Delaware corporation, on behalf of the corporation.

R. E. WILHELM
Notary Public

My commission expires: January 9, 1993

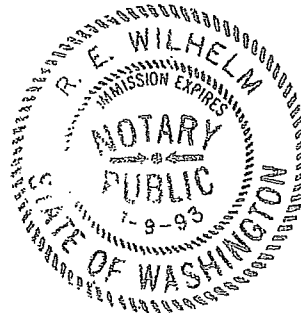
This instrument was drafted by:
Burlington Northern Railroad Company
Title Services Department
2100 First Interstate Center
999 Third Avenue
Seattle, Washington 98104

State deed tax due hereon \$ 52.80

Tax statements for the real property described in this instrument should be sent to:

Kandiyohi Cooperative Electric
Power Association
1311 Hwy 71 N.E.
Willmar, Minnesota

DATE September 17, 1991
DEED TAX HEREON OF \$ 52.80 PAID
TREASURER'S RECEIPT NO. 9600
Jilda L. Smith
County Treasurer
Deputy Treasurer



Pursuant to Minnesota Statutes Chapter 103I, the grantor certifies that the grantor does not know of any wells on the described real property.

BN 10054 Willmar, MN

MICROFILM 361716

No delinquent taxes and transfer entered. Certificate of Real Estate Value (X) filed () not required
Certificate of Real Estate Value No. 23332
John Thiede
County Auditor
by John Thiede
Deputy

Presented by Tempel to PC
8/21/19
COPY



March 22, 2005

Phone No.: (651) 297-4872

Fax No.: (651) 297-2271

E-mail: Paul.Liemandt@state.mn.us

David Nelson
Kandiyohi Co-op Electric Power Assn.
1311 Hwy. 71 N.E.
Willmar, Minnesota 56201

SUBJECT: MDA APPROVAL OF AGRICULTURAL CHEMICAL INCIDENT REMEDIAL INVESTIGATION AND SITE REMEDIATION -- NO FURTHER ACTION REQUIRED & MDA APPROVAL AND ACCEPTANCE OF RECORDED ENVIRONMENTAL RESTRICTIVE COVENANT

**RE: SITE NAME: KANDIYOHI CO-OP ELECTRIC POWER ASSN., WILLMAR, KANDIYOHI COUNTY
MDA CASE FILE No.: 91-0792**

Dear Mr. Nelson:

The Minnesota Department of Agriculture (MDA) Incident Response Unit staff has completed a review of the above case file and approves the actions taken, thus no further site investigation or clean-up action will be required of you at this time. However, conditions established in the recorded Covenant for this property will remain in effect, until cancelled or altered by MDA.

This conclusion is based solely on the information provided by you, your environmental consultant and contained in the MDA's Case File for this project.

The consultant proposed and the MDA approved two (2) different response actions. Thirty-six (36) cubic yards of soil from inside and around the north end of the dip tank was excavated and disposed of by incineration off site. The soil from inside the former dip tank was used for backfill following the removal and disposal of the tank. The soil in the area of the dip tank was then mixed and seeded with a vegetative cover in 1997 to enhance microbial activity to further breakdown the contaminants in the soil. In addition, trees were planted to the northwest of the soil excavation and mixing area to further remediate the soil and ground water.

Soil samples collected in October 2001 documented that concentrations of contaminants had decreased significantly from their 1999 levels.

Ground water sampling in October 2001 documented that concentrations of contaminants were below cleanup goals in monitoring wells MW-1, MW-3 and MW-5. Concentrations in MW-2 were still above the cleanup goal for DRO, but did indicate that concentrations were naturally attenuating.

The corrective actions for the Site addressed the source of the contamination by remediation of the soil containing elevated levels of pesticides.

Soil contamination remains on site but is being naturally attenuated which should continue to lower the concentrations in the soil.

Ground water contamination remains in the plume that extends northwesterly of the excavation area, but concentrations have decreased in even the furthest downgradient monitoring well, MW-5.

David Nelson
March 22, 2005
Page 2 of 2

No further response actions will be required at this site other than the implementation of Institutional Controls established through the attached Environmental Restrictive Covenant (Covenant) that will limit use of the site, limit access to ground water and require the maintenance of a vegetative ground cover. The Covenant will remain in effect until terminated by the MDA.

By implementation of the Institutional Controls established in the Covenant, there will be no risk to human health or the environment.

The presence of agricultural chemicals in the soil as reported in site documents will be considered the "Identified Release" for the purpose of this letter.

Based on the review of Site documents, the MDA concurs with your consultant's recommendation of no further assessment or corrective action. Therefore, the MDA is hereby issuing a determination to take no further action under Minn. Stat. 18D (2002) and 115B (2002) against Kandiyohi Cooperative Electric Power Association (Kandiyohi Co-op) - Willmar and successive owners of the property with respect to the Identified Release on the Site.

The assurances in this letter are subject to the disclaimers in Attachment A and the conditions established in the Covenant between the MDA and Kandiyohi Co-op. In addition, please be advised that this No Action determination is from the MDA Incident Response Unit Program and has no bearing on other MDA programs that may have regulatory involvement with this facility. If other concerns exist, these programs will contact you directly.

The Agricultural Chemical Response and Reimbursement Account (ACRRA), authorized by Minnesota Statutes Chapter 18E, is a fund which may provide partial reimbursement for your agricultural chemical incident corrective action costs. Questions concerning eligibility for reimbursement from the ACRRA account should be directed to Sharon Huber, ACRRA Administrator, at (651) 297-3490.

Thank you for your efforts and cooperation in responding to this agricultural chemical incident. If you have any questions on this project, please contact me at (651) 297-4872, or MDA project manager for this project, Robert Anderson at (651) 297-5731.

Sincerely,



Paul M. Liemandt, Manager
Environmental Response and Enforcement Section
Agronomy and Plant Protection Division

PML:RWA;jlh

Enclosures

cc: Blaine Schroyer, Terracon
Kristine Tschida, Terracon
Robert Anderson, MDA
Michele Puchalski, MDA
Kent Runkel, MDA-ACI
Sharon Huber, ACRRA

ATTACHMENT A
DISCLAIMERS

KANDIYOHI CO-OP ELECTRIC POWER ASSN, WILLMAR, KANDIYOHI COUNTY

1. Reservation of Authorities

The MDA Commissioner reserves the authority to take any appropriate actions with respect to any release, threatened release, or other conditions at the Site. The MDA Commissioner also reserves the authority to take such actions if the responsible party does not proceed in the manner described in this letter or if actions taken or omitted by the responsible party with respect to the Site contribute to any release or threatened release, or create an imminent and substantial danger to public health and welfare or the environment.

2. No MDA Assumption of Liability

The MDA, its Commissioner and staff do not assume any liability for any release, threatened release or other conditions at the Site or for any actions taken or omitted by the responsible party with regard to the release, threatened release, or other conditions at the Site, whether the actions taken or omitted are in accordance with this letter or otherwise. The responsible party is responsible for ensuring that the approved corrective action complies with all applicable building, electrical and fire codes and Health Department rules, and that all necessary state and local approvals are obtained.

3. Letter Based on Current Information

All statements, conclusions and representations in this letter are based upon information known to the MDA Commissioner and staff at the time this letter was issued. The MDA Commissioner and staff reserve the authority to modify or rescind any such statement, conclusion or representation and to take any appropriate action under his authority if the MDA Commissioner or staff acquires information after issuance of this letter that provides a basis for such modification or action.

4. Disclaimer Regarding Non-Agricultural Contamination

Approval of this investigation is based on its environmental merits for addressing the agricultural chemical contamination only. This letter does not apply to other types of contamination that may be present on the subject property.

5. Disclaimer Regarding Use or Development of the Property

The MDA, its Commissioner and staff do not warrant that the Site is suitable or appropriate for any particular use.



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 & City Council	Date: September 16, 2019
From: Sean Christensen, City Engineer and Robert Scott, City Attorney	Subject: Consideration of Termination of Agricultural Leases on Wye Parcels

AGENDA ITEM: Consideration of Termination of Agricultural Leases on Wye Parcels.

INTRODUCTION/REQUEST: The City has existing agricultural leases with Justin Boike allowing farming of numerous tracts of land west of the City in the vicinity of the former airport, and with Mark Kvam allowing for farming of approximately a one-mile segment of the City's sewer interceptor corridor connecting the City's wastewater collection system to its treatment plant. The future railroad corridor for the BNSF Wye cuts through a portion of the lands subject to the agricultural leases and the leases must be terminated with respect to the specific parcels to be conveyed to BNSF by the City for its Wye corridor prior to closing.

HISTORY: The City awarded agricultural leases to numerous tracts of land to Justin Boike pursuant to the City's agricultural lease bidding program. The City negotiated the agricultural lease with Mark Kvam in conjunction with its acquisition of the fee title to the sewer interceptor corridor from Mr. Kvam. Both leases allow the City to terminate in the event the City shall sell any portion of the leased premises or convert the same to non-agricultural use, subject only to the City's payment of crop damages for any crops in the field at the time of termination.

CURRENT CIRCUMSTANCE: Justin Boike has not planted crops this year within the future BNSF Wye corridor. Mark Kvam has planted soybeans within the portions of the sewer interceptor corridor to be conveyed to BNSF (i.e. Wye parcels 1E and 1F); however, BNSF has agreed to allow such crops to be harvested after closing through a BNSF-issued permit.

RECOMMENDATION: Pass a motion to approve the City's termination of the agricultural leases with Justin Boike and Mark Kvam with respect only to the parcels to be conveyed by the City to BNSF for the Wye project.

ISSUES: The City may terminate the Boike leases with respect to the Wye parcels without consequence other than that rent for this year and future years will need to be prorated to account for the loss in the area available to be farmed. Should closing with BNSF occur prior to Mark Kvam's harvest of the soybeans from Wye parcels 1E and 1F and Mr. Kvam not agree to BNSF's permit allowing for such harvest after closing, the City would need to pay crop damages to Mr. Kvam for a maximum of 0.8 acres of soybeans. The \$100 annual rent in the Kvam lease would also need to be prorated to account for the loss in area available to be farmed in future years.

FINANCIAL IMPACT: (1) Minimal loss in rent in future years resulting from pro rata reductions to account for the loss in size of the area available to be farmed under all affected leases; and (2) potential crop damages to Mr. Kvam for a maximum of 0.8 acres of soybeans if closing with BNSF occurs prior to Mark Kvam's harvest of the soybeans from Wye parcels 1E and 1F and Mr. Kvam does not agree to BNSF's permit, or reimbursement of extra insurance costs if necessary for Mr. Kvam to satisfy the requirements of such BNSF permit.

ALTERNATIVE:

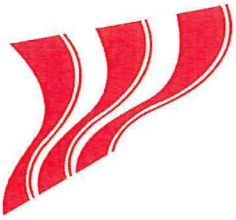
RECOMMENDED MOTION: A motion to approve the City's termination of the agricultural leases with Justin Boike and Mark Kvam with respect only to the parcels to be conveyed by the City to BNSF for the Wye project.

REVIEWED BY:

COMMITTEE MEETING DATE:

COUNCIL MEETING DATE: 09/16/2019

CONSENT AGENDA **AGENDA**



WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: September 16, 2019
From: Steve Okins, Finance Director	Subject: Mayor's 2020 Proposed Budget Presentation

AGENDA ITEM: Mayor's 2020 Proposed Budget Presentation

INTRODUCTION/REQUEST: Annually the Mayor is required by the City Charter to present a Proposed Budget for the upcoming year. The presentation of the 2019 Proposed Budget will consist of opening remarks from the Mayor, presentation and explanation of the proposed Capital Improvements, and the Departmental changes within the General Fund.

HISTORY: Annually, Mayors have presented their proposed budget per the City Charter in September in order to meet the State Statute and to set the Preliminary Property Tax Levy. Final approval will take place at the first meeting in December.

CURRENT CIRCUMSTANCE: The Council will receive the presentation tonight including the amount being proposed for the Preliminary Tax Levy of \$5,776,821. Action introducing a resolution to set the preliminary levy will be scheduled for the September 30th Special City Council meeting so it can be certified to the County Auditor by September 30th. The level of the proposed levy set on September 30th can be lowered but not increased after it has been certified to the County Auditor.

RECOMMENDATIONS: The Council received the proposed budget for action and discussion on the September 30th Special Council meeting.

FINANCIAL IMPACT: The Proposed Property Tax Levy for 2020 is at \$5,776,821; the Total Proposed General Fund Operating expenditures is at \$17,592,001 and the Total Proposed Capital Expenditures is at \$1,692,032.

ALTERNATIVES:

1. Change the amounts as recommended.
2. Request additional information to be presented at the next meeting

REVIEWED BY: Brian Gramentz, City Administrator

COUNCIL MEETING DATE: September 16, 2019