

CITY OF WILLMAR

MISSION STATEMENT

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

COMMUNITY VALUES

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

RESOLUTION NO. 17-90

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

Motion By: Plowman

Second By: Mueske

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

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

WHEREAS, the following summary of capital priorities was reached:

Facilities:

1. City Hall (high consideration given to consolidation of multiple facilities)
2. Civic Center (ice plant is urgent/consider consultant for master plan)
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:

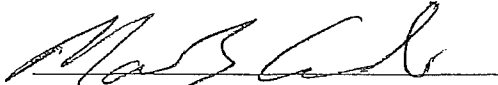
1. Western Interceptor (design 2017, construction 2018)
2. Menards (design and land purchase 2018, construction 2019)
3. Kennedy School Area (not likely in the next five years)
4. Analyze annually and adjust plans

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, DECEMBER 16, 2019 7:00 PM
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 December 2, 2019
 - B. Willmar Municipal Utilities Board Minutes of December 9, 2019
 - C. Accounts Payable Report for November 27 – December 11, 2019
 - D. Reappointment as Members of:
 - Police Commission – Mike Kubesh
 - Planning Commission – Jeffery Kimpling and Cletus Frank
 - Rice Hospital Board – Peggy Sietsema, Jon Saunders and Ken Behm
 - Human Rights Commission – Jill Benson, Hamdi Kosar and Ben Larson
 - Municipal Utilities Commission – Bruce DeBlicek, Zack Mahboub and Justin Mattern
 - Pioneerland Library Board – Mary Huesing
 - Economic Development Commission Operations Board – Lester Heitke
 - Charter Commission – Richard Engan and Richard Falk (Chief District Judge appoints)
 - Accept:
 - E. Building Inspection Report for the Month of November, 2019
 - F. Charter Commission Minutes of June 11, 2019
 - Information:
 - G. Application for Appointment to Municipal Utilities Commission – Cole Erickson
 - H. City Hall Task Force Minutes of August 20, 2019
6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum
9. Resolution Consenting to Continued Initial Resettlement of Refugees
10. Resolution to Accept Grant and Enter into an Agreement for Epitopix Infrastructure Extension
11. Public Works/Safety Committee Report of December 4, 2019
 - Action Item:
 - A. Resolution to Enter into Joint Powers Agreement with the MN BCA
 - B. Consideration of Drafting a Massage Parlor Ordinance
 - C. Resolution to Approve Change Order No. 1 for Robbins Island Four-Season Shelter Project
 - D. Resolution Ordering Improvement Report for 2020 Street Improvements

12. Finance Committee Report of December 5, 2019
Action Item:
 - A. Consider Deferring Issuing Invoices for Boike Ag Leases
 - B. Resolution to Increase the 2020 Budget by \$1.3 Million
 - C. Resolution to Authorize Execution of Agreement for Intergovernmental Transfer and ECPN Payments
 - D. Resolution to Write off the Uncollectible Accounts Receivable Balance
 - E. Resolution to Appropriate Remaining Undesignated Funds

13. Labor Relations Committee Report of December 9, 2019
Action Item:
 - A. Consideration of Hiring Approval for Deputy Fire Chief
 - B. Consideration of Firefighter Retirement Increase
 - C. Consider Adoption of the Updated Miscellaneous Personnel Policies and Discontinuance of Sections as Noted
 - D. Consideration of 2020 Part-time Pay Schedule
 - E. Consideration of the 2020 Base Pay Schedule
 - F. Consider Allowing Employees to Exceed Pay Scale Maximum

14. Resolution to Execute License Agreement for use of Robbins Island for Holiday Light Display

15. Resolution to Enter into a Purchase Agreement for Swansson Field Light Project

16. Consideration of On-Sale and Club On-Sale 2019 Sunday Liquor License Renewals

17. Consideration of On-Sale and Sunday Liquor License for Willmar Community Golf Club Inc.

18. Executive Session – Pursuant to Minn. Stat. 13.D.03 subdivision 1(b) to Discuss Labor Negotiations Strategy

19. Council Members' Announcements

20. Announcement of Council Committee Meeting Dates

21. Adjourn

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

December 2, 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, Fernando Alvarado, Julie Asmus, Andrew Plowman, and Audrey Nelsen. Present 9, Absent 0.

Also present were Interim City Administrator Brian Gramentz, Police Chief Jim Felt, Finance Director Steve Okins, Planning and Development Services Director David Ramstad, Public Works Director Sean Christensen, Fire Chief Frank Hanson, 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 Mueske seconded the motion which carried.

City Clerk Judy Thompson reviewed the consent agenda.

- A. City Council Minutes of November 18, 2019
- B. Willmar Municipal Utilities Board Minutes of November 25 2019
- C. Planning Commission Minutes of November 20, 2019
- D. Accounts Payable Report November 14 - November 26, 2019
- E. Willmar Lakes Area CVB Board Minutes of October 15, 2019
- ~~F. Human Rights Commission Minutes of October 15, 2019~~

Council Member Fagerlie offered a motion to approve the Consent Agenda. Council Member Asmus asked that Item F. be removed for discussion. Council Member Nelsen seconded the motion to approve the consent agenda, with the removal of Item F., which carried.

Council Member Asmus inquired about discussion Item No. 5 of the Human Rights Commission minutes of October 15th in regard to information being provided to new residents of Willmar pertaining to policies and ordinances that are in force for all citizens. Ms. Asmus stated, in the past, the Police Department had a small booklet with this information included, was translated into several languages, and was available at various places for distribution. Ms. Asmus felt this would be a good resource to have available again for all new citizens.

Council Member Mueske acknowledged the booklet would be a great template to use in creating current correspondence and suggested that the Police Chief contact the Human Rights Commission Chair or City Planner Sarah Swedburg to discuss further.

Council Member Asmus then offered a motion to approve Item F. Council Member Mueske seconded the motion which carried.

No one was present to speak during the Open Forum.

At 7:06 p.m. Mayor Calvin opened the Truth in Taxation public hearing. Finance Director Steve Okins stated the City is required by law to conduct a public hearing, as part of the budget process, for truth in taxation. The County Auditor is responsible for mailing statements to each resident indicating the estimate of how much their property tax bill will either increase or decrease, as well as the date and time of the public hearing. He stated the Mayor presented his proposed budget in September in the amount of \$5,776,821. The Council

reviewed and made recommendations to the budget. At the September 30, 2019 Special Council meeting, the recommended levy was set at \$5,924,657. The Council has since met and the recommendation is to reduce the 2020 Tax Levy back to the Mayor's original proposal of \$5,776,821. If approved tonight, the 2020 tax levy would increase by \$526,821, which represents approximately a two and six tenths (2.6%) percent increase, and the budget would be set at \$65,410,419.

John Linafelter, Willmar, addressed the Council with concerns of increase in his taxes along with an increase in his market value.

Mayor Calvin informed Mr. Linafelter that the market value increase would need to be addressed at the Local Board of Equalization meeting held in April each year and would be addressed by the County Assessor's Office. Tonight's meeting addresses the increase in taxes only, and stated that the amount listed on the Truth in Taxation notice will be reduced if the Council adopts the recommended reduced levy.

Robert Morrill, Willmar, addressed the Council with concerns of increase in his taxes along with an increase in his market value.

Mayor Calvin again stated the information provided to Mr. Linafelter.

There being no others to speak for or against the proposed levy, Mayor Calvin closed the public hearing at 7:22 p.m. and opened it up for discussion by the Council. Council Member Nelsen offered a motion to introduce the resolution to adopt the 2020 Tax Levy in the amount of \$5,776,821. Council Member Mueske seconded the motion.

Mayor Calvin asked that a portion of the funds that are currently not allocated be made available for the Barn Theatre Project. Council Member Fagerlie stated at the Committee meeting, it was suggested that the Barn Theatre pursue grants that are available through the Housing and Redevelopment Authority.

Following discussion, **Resolution No. 19-180 Establishing the Tax Levy for the City of Willmar in the Amount of \$5,776,821** was approved, as introduced, on a roll call vote of Ayes 8, Noes 0.

Resolution No. 19-181 Adopting the Budget for the Fiscal Year 2020 in the Amount of \$65,410,419 was introduced by Council Member Nelsen. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

The Public Works/Safety Committee Report for November 20, 2019 was presented to the Mayor and Council by Council Member Plowman. There were five items for consideration.

Item No. 1 It was the recommendation of the Committee to accept Change Order No. 3 in the amount of \$26,621 for Project No. 1901-B.

Resolution No. 19-182 Accepting Change Order No. 3 for Project No. 1901-B was introduced by Council Member Plowman. Council Member Alvarado seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Item No. 2 It was the recommendation of the Committee to accept Change Order No. 1 in the amount of \$33,819.12 for Project No. 1903-B.

Resolution No. 19-183 Accepting Change Order No. 1 for Project No. 1903-B was introduced by Council Member Plowman. Council Member Alvarado seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Item No. 3 It was the recommendation of the Committee to approve the bid for the Eagle Lake sewer repair project if determined to be acceptable by staff and the full Council and authorize signatures on the agreement.

Resolution No. 19-184 Awarding Eagle Lake Sewer Repair to Crow River Construction in the Amount of \$76,945 was introduced by Council Member Plowman. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Item No. 4 The Committee received for discussion, the topic of the Trap Range. Subtopics included: Current lease information; Potential of a City partnership to maintain the range, and; The growth of the trap shooting sport in the community. This item was for information only.

Council Member Fagerlie stated Ridgewater College has a trap team and he suggested someone check with them to see if they would partner in remodeling the range, as the Carpentry class looks for projects to participate in. This could be a cost saving measure.

Item No. 5 The Committee received for discussion, the topic of snow emergency practices. Subtopics included: Current practices; Potential options for a City-wide snow emergency, and; Public outreach. This item was for information only.

Council Member Asmus stated she had a discussion with Public Works Director Sean Christensen earlier today and he stated in just the East and West corridor of the City, there were over 600 cars that the snowplows had to work around during the snow event this past weekend. Ms. Asmus urged citizens to keep their cars off the street during snow events so the plows can perform their job in an efficient manner so emergency vehicles and other vehicles can get through safely.

Council Member Fagerlie mentioned the cul-de-sac on 5th Street SW across from the Skylark Mall was filled with snow and vehicles and a snowplow could not plow the area. He asked that the Police Department check into this issue.

The Public Works/Safety Committee Report of November 20, 2019, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Member Plowman. Council Member Nelsen seconded the motion, and carried.

The Finance Committee Report for November 21, 2019 was presented to the Mayor and Council by Council Member Nelsen. There were four items for consideration.

Item No. 1 Dovre Township is under an annual contract for Willmar Fire Department services which expires December 31, 2019. A statewide formula has been used for decades to calculate the township cost-sharing proposal. This formula is based on prior year information including the market values in the township, the number of fire calls, and the number of fire fighters responding. A five-year history of the annual contract amounts was provided. It was noted that the proposed 2020 contract, in the amount of \$20,838.08, is down from previous years since there were no firefighter hours accumulated in 2018. It was the recommendation of the Committee to introduce a resolution authorizing the Mayor and City Administrator to execute the 2020 Fire Protection Agreement with Dovre Township for \$20,838.08.

Resolution No. 19-185 Approving Dovre Township Fire Agreement in the Amount of \$20,838.08 was introduced by Council Member Nelsen. Council Member Mueske seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Item No. 2 Agriculture land leases at the old airport site were executed for 2019-2022 in the fall of 2018. Shortly thereafter, the Willmar WYE Project began moving forward and many of the tracts that had been leased out were adversely affected. These leases are held by Justin Boike who has been reimbursed for lost productive land. However, staff feels that the tracts have been significantly affected and now should have a revised value per acre. Management proposes adjusting the bid for these leases to an average of \$171 per acre over the four-year term, with \$161 charged for 2019-2020 and \$181 charged for 2021-2022. Concerns were raised about adjusting all the tracts involved to the same amount per acre when the initial bids received varied by tract. It was suggested that a map encompassing a larger area of the land in question be provided to enable the Council to review the applicable impact of the WYE on these parcels. It was the consensus of the

Committee that this matter be tabled until the next Finance Committee Meeting so that more detailed information can be provided and reviewed. At this time, this item was for information only.

Item No. 3 Staff explained that there are two proposals for the 2020 Tax Levy: One is the amount initially proposed by the Mayor in the amount of \$5,776,821; the other one utilizes the council-adjusted proposal of \$5,924,657. Examples were provided reflecting how the increases would impact residential property for the City tax portion only.

New expenditures proposed for 2020 include the Carris Health Debt Service of \$3.7 million, some of the Local Option Sales Tax Projects of \$9.8 million, City Hall of \$8.5 million, Community Development Block Grant through the HRA of \$3.3 million, and two additional positions of Assistant Fire Chief and an additional Accounting Clerk. The council has previously addressed the 35% increase in health insurance which was originally placed in the Non-Departmental section of the Budget and has now been shifted to each applicable Department.

Options for the Council to consider include reducing the additional levy of \$147,836, removing the gas franchise fees of \$245,000, use of 2019 Capital Excess of \$165,105, removal of the Police Robot and Fire Gear Dryer for \$29,000, removal of the Assistant Administrator position \$150,621, removal of the Barn Theatre Civic Request \$15,000, and some department labor adjustments. Other items for discussion include using Undesignated Funds for Swansson Field Lights of \$315,000, Unfunded Capital Improvements for the Auditorium of \$1,350,000, Civic Center of \$350,000, Swansson Field Lighting Replacement of \$660,000, and Fire Department of \$242,000.

The Truth in Taxation hearing is scheduled for the Council meeting on December 2, 2019, at which meeting the levy needs to be approved and a 2020 balanced budget needs to be approved.

Civic requests were reviewed noting direction to remove the Barn Theatre. It was the consensus of the Committee not to fund any of the new requests, including the Barn Theatre's request, which results in the total to be funded in 2020 of \$82,607.

The \$4 Utility Fee was briefly reviewed, noting that there can be no changes to this in 2020 but that it will be addressed for the 2021 budget. Council Member Mueske reiterated that this fee must be discussed next year, noting that as a fee charged on utility billings, it needs to be clarified as to its use.

The Public Works Reserve Fund was briefly discussed noting it is the intention to zero that fund out in 2020.

The 2020 Street Improvement Program details have been reviewed during previous meetings.

The Center Point Franchise Fee was discussed with City Administrator Gramentz explaining that utilizing this revenue to fund right-of-way improvements specifically would be a sound option, should the Council decide to invoke this fee for the 2021 budget. Mayor Calvin noted that the Council first discussed this fee several years ago and that this is the third time he has proposed this as a revenue source; subsequently he would like some direction for 2021. Staff explained that franchise fees can be implemented at any time during the year, establishing the dollar amount at that time as well.

Council Member Plowman expressed concerns that every effort should be made to implement new fees and taxes in phases rather than all at once in order to alleviate dramatic increases to the consumer. Further, new fees should be dedicated to a specific expenditure.

Council Member Plowman left the meeting at 6:00 PM.

The Undesignated Balance of \$800,000 was discussed in length. In the beginning of the 2020 Budget process, there was a total of \$870,000 in Undesignated Funds available. Of that amount, \$70,000 is being applied toward insurance and salaries and \$315,000 is proposed for the Swansson Field Lights leaving a

balance of \$485,000 as undesignated. It was noted that \$250,000 for the Auditorium has been left on the CIP list; subsequently, if the Council so chooses, the remaining total of undesignated funds could be earmarked for the Auditorium as well which would bring the total available for the Auditorium to \$735,000. There was a brief discussion on the possibility of contracting with a qualified entity to prepare a plan for preserving/improving the Auditorium. It was the consensus of the Committee to leave the \$485,000 as undesignated at this time.

The Capital Improvement Program was discussed briefly.

Removal of the Assistant Administrator was addressed by the City Administrator. Succession planning would dictate having an Assistant City Administrator. It was mentioned that the decision for establishing this position be deferred until a permanent Administrator is in place.

It was the consensus of the Committee to leave the Assistant Fire Chief and Accounting Clerk funding in the 2020 budget. It was noted that further discussion will take place on both positions prior to implementation.

This item was for information only.

Item No. 4 It was the recommendation of the Committee to adopt the 2020 tax levy at the 1 mil rate for a total of \$5,776,821.

This item was approved at the Truth in Taxation hearing held earlier this evening.

Item No. 5 It was the recommendation of the Committee to approve the Mayor's Proposed 2020 Balanced Budget as discussed at this Finance Committee Meeting.

This item was approved at the Truth in Taxation hearing held earlier this evening.

The Finance Committee Report of November 21, 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.

The Community Development Committee Report for November 25, 2019 was presented to the Mayor and Council by Council Member Fagerlie. There was one item for consideration.

Item No. 1 Discussed an array of incentives for the opportunity zone as a five-year pilot program to get a feeling for the Committee's tolerance level for the proposed incentives, and to seek input and permission to continue development of the incentive ideas. A number of suggestions were made and staff were asked to try to incorporate the feedback. It was the recommendation of the Committee to direct staff to continue exploring and developing the proposed Opportunity Zone incentive options.

Council Member Fagerlie offered a motion to approve the recommendation of the Committee. Council Member Asmus seconded the motion which carried.

The Community Development Committee Report of November 25, 2019, was approved and ordered placed on file in the City Clerk's Office upon motion by Council Member Fagerlie. Council Member Mueske seconded the motion which carried.

City Clerk Judy Thompson stated the governing body of each municipality and of each county with precincts in unorganized territory must designate by ordinance or resolution a polling place for each election precinct by December 31st of each year for the following year elections. This was a legislative change made in the 2017 Legislative Session.

Resolution No. 19-186 Approving Designating Polling Places for Elections in 2020 was introduced by Council Member Plowman. Council Member Mueske seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Clerk Judy Thompson presented a request to approve the State Application and Permit for a 1-Day to 4-Day Temporary On-Sale Liquor License for the Lions District 5M4 dba Elbow Lake Lions Club which plans to sell alcohol during the Lions District 5M4 Mid-Winter Convention on January 24 and 25, 2020 at the Willmar Holiday Inn and Conference Center.

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

Council Member Schwantes urged everyone to visit the Celebrate the Light of the World display at Robbins Island.

The upcoming Committee meetings will be as follows: Public Works/Safety Committee - Wednesday, December 4 at 5:15 p.m.; Finance Committee - Thursday, December 5 at 5:15 p.m.; Labor Relations Committee - Monday, December 9th at 6:15 p.m.; and Community Development Committee - no meeting scheduled

Council Member Mueske offered a motion to adjourn the meeting with Council Member Fagerlie seconding the motion which carried. The meeting adjourned at 8:03 p.m.

MAYOR

Attest:

SECRETARY TO THE COUNCIL

**RESOLUTION NO. 19-180
A RESOLUTION ESTABLISHING 2019 TAX LEVY FOR THE CITY OF WILLMAR**

Motion By: Nelsen Second By: Mueske

BE IT RESOLVED by the City Council of the City of Willmar, Kandiyohi County, Minnesota, that the following sums of money be levied for the current year collectable in 2020, upon the taxable property in said City of Willmar for the following purposes:

| | |
|--------------|---------------------|
| General Fund | <u>\$ 5,776,821</u> |
| Total | \$ 5,776,821 |

BE IT RESOLVED, that there is a sufficient sum of money in the Debt Service Funds of the City, together with the above Debt Service Fund Tax Levy, to pay principal and interest in 2020 on all outstanding bond issues, and the deferred annual tax levies previously certified to the County Auditor are hereby canceled;

The City Clerk is hereby instructed to transmit a certified copy of this Resolution to the County Auditor of Kandiyohi County, Minnesota.

Dated this 2nd day of December, 2019

s/s Marv Calvin
MAYOR

Attest:

s/s Judy Thompson
CITY CLERK

RESOLUTION NO. 19-181
ADOPTING THE BUDGET FOR THE FISCAL YEAR 2020

Motion By: Nelsen Second By: Fagerlie

BE IT RESOLVED by the City Council of the City of Willmar that the Annual Budget for the fiscal year beginning January 1, 2020, which has been submitted by the Mayor and modified and approved by the City Council, is hereby adopted, the totals of the said budget and the Mayor's division thereof being as follows:

EXPENDITURE REQUIREMENTS

| | |
|--------------------------|-------------------|
| General Operating | \$ 18,719,138 |
| Capital Improvements | 24,431,722 |
| Special Revenue/Internal | 4,933,705 |
| Debt Service | 5,773,556 |
| Enterprise (Wastewater) | <u>11,552,298</u> |
| Total 2020 Budget | \$ 65,410,419 |

Dated this 2nd day of December, 2019

s/s Marv Calvin
Mayor

s/s Judy Thompson

Attest: City Clerk

RESOLUTION NO. 19-182
A RESOLUTION ACCEPTING CHANGE ORDER NO. 3 FOR PROJECT NO. 1901-B.

Motion By: Plowman Second By: Alvaraado

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 Duinick, Inc. of Prinsburg, Minnesota by Change Order No. 3 in the increased amount of \$26,621.

Dated this 2nd day of December, 2019.

s/s Marv Calvin
Mayor

Attest:

s/s Judy Thompson
City Clerk

RESOLUTION NO. 19-183

A RESOLUTION ACCEPTING CHANGE ORDER NO. 1 FOR PROJECT NO. 1903-B.

Motion By: Plowman Second By: Alvarado

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. 1903-B between the City of Willmar and Duininck, Inc. of Prinsburg, Minnesota by Change Order No. 1 in the increased amount of \$33,819.12.

Dated this 2nd day of December, 2019.

s/s Marv Calvin
Mayor

Attest:

s/s Judy Thompson
City Clerk

RESOLUTION NO. 19-184

**A RESOLUTION AWARDED EAGLE LAKE SEWER REPAIR TO CROW RIVER CONSTRUCTION
IN THE AMOUNT OF \$76,945.**

Motion By: Plowman Second By: Asmus

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Crow River Construction of New London, MN for the Eagle Lake Boat Landing Sewer Repair 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 \$76,945.

Dated this 2nd day of December, 2019

s/s Marv Calvin
Mayor

Attest:

s/s Judy Thompson
City Clerk

RESOLUTION NO. 19-185

**A RESOLUTION APPROVING DOVRE TOWNSHIP FIRE AGREEMENT
IN THE AMOUNT OF \$20,838.08**

Motion By: Nelsen Second By: Mueske

WHEREAS Dovre Township annually contracts with the City of Willmar Fire Department for fire protection services; and

WHEREAS it is the established practice of the City of Willmar to use a statewide formula to calculate the township cost sharing proposal;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to execute the fire protection agreement with Dovre Township for the period January 1, 2020 through December 31, 2020, in the amount of \$20,838.08.

Dated this 2nd day of December 2019.

s/s Marv Calvin
MAYOR

Attest:

s/s Judy Thompson
CITY CLERK

RESOLUTION NO. 19-186

**RESOLUTION APPROVING DESIGNATING POLLING PLACES FOR
ELECTIONS IN 2020**

Motion By: Plowman Second By: Mueske

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the following buildings be designated as the official voting locations for the 2020 Elections:

| | | |
|--------------|--------------------------|--|
| FIRST WARD: | 1 st Precinct | National Guard Armory 614 North Highway 71 |
| | 2 nd Precinct | Lakeview Apartment Building 300 North 7th Street |
| | 3 rd Precinct | Word of Faith Family Church 3010 7 th Avenue Northwest |
| SECOND WARD: | 1 st Precinct | St. Mary's Catholic Church 713 Southwest 12th Street |
| | 2 nd Precinct | Vinje Lutheran Church 1101 Willmar Avenue Southwest |

| | | |
|--------------|--------------------------|--|
| | 3 rd Precinct | Rock of Life, CRC 1708 Southwest 8th Street |
| | 4 th Precinct | Mail Ballot |
| THIRD WARD: | 1 st Precinct | Refuge Church 1000 6 th Street Southeast |
| | 2 nd Precinct | Highland Apartments 115 East Becker Avenue |
| | 3 rd Precinct | Willmar Education and Arts Center 611 West 5th Street |
| FOURTH WARD: | 1 st Precinct | Refuge Church 1000 6 th Street Southeast |
| | 2 nd Precinct | Calvary Lutheran Church 302 Olena Avenue |
| | 3 rd Precinct | Redeemer Lutheran Church 1401 Southwest 6th Street |

Dated this 2nd day of December 2019.

Attest:

s/s Marv Calvin
MAYOR

s/s Judy Thompson
CITY CLERK

WILLMAR MUNICIPAL UTILITIES MINUTES
MUNICIPAL UTILITIES AUDITORIUM
DECEMBER 9, 2019

The Municipal Utilities Commission met in its regular scheduled meeting on Monday, December 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, and Ross Magnuson.

Others present at the meeting were: General Manager John Harren, Director of Finance Denise Runge, Facilities & Maintenance Supervisor Kevin Marti, IS Coordinator Mike Sangren, Administrative Secretary Beth Mattheisen, City Attorney Robert Scott (via teleconference), and City Councilman Shawn Mueske.

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

RESOLUTION NO. 46

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

- ❖ Minutes from the November 25, 2019 Commission meeting; and,
- ❖ Bills represented by vouchers No. 191867 to No. 191955 and associated wire transfers inclusive in the amount of \$516,674.64.

Dated this 9th day of December, 2019.

President

Attest:

Secretary

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

General Manager Harren presented the Commission with the 2020 WMU Consultant Listing. This listing consists of consultants (along with project descriptions & costs) which have been budgeted to be utilized for various projects throughout the year. It was further noted that all projects requiring consulting services over \$5,000 not listed will be brought before the Commission for approval. Following review and discussion, Commissioner DeBlieck offered a resolution to approve the 2020 WMU Consultant Listing as presented. Commissioner Mahboub seconded.

RESOLUTION NO. 47

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the 2020 WMU Consultant Listing be approved as presented.”

Dated this 9th day of December, 2020.

President

Attest:

Secretary

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

General Manager Harren reviewed with the Commission the Missouri River Energy Service's official notice of power supply rates for 2020. These rates are for the S-1 Power Sale Agreement between MRES, WAPA, and WMU. The presented power supply rates are for all members, along with the transmission rates for various transmission groups including WMU (GRE Group). This transmission cost adjustment has been implemented to ensure that MRES only collects revenue equal to the transmission costs incurred and that MRES does not over or under collect.

For information and review, two departmental updates were presented to the Commission for discussion and review. Each report included an update of both current and completed capital improvement projects. The departmental reports and items of interest were:

- 1) 2019 Year-in-Review: Facilities/Maintenance & Power Plant Department (Facilities & Maintenance Supervisor Kevin Marti)
 - a. Removal and sale of excess coal equipment
 - b. Leveled & capped coal yard
 - c. Assisted in development and implementation of 2019 Strategic Plan
 - d. Continue to address security recommendations (Homeland Security)
 - e. Working with City and Downtown Business Owner's Group re: DT street lighting
 - f. Completed annual wind turbine maintenance, training & blade repairs on T4
 - i. Wind Turbine cost analysis was presented for review
 - g. Finalized purchase of new digger derrick truck (Line Dept.)
- 2) 2019 Information & Technology Department (IS Coordinator Mike Sangren)
 - a. Updated in-house NISC servers (new server, new storage with added capacity)
 - b. Upgraded office security (server area) and firewall hardware
 - c. Went "live" with NISC hosted solutions (July)
 - d. Added secondary Internet Service Provider
 - e. Improved SCADA System accessibility for Line Dept.
 - f. Conducted Penetration Test (White Oak Security)
 - g. Continue to educate staff through Security Awareness Program

Facilities & Maintenance Supervisor Marti presented the Commission with the November 2019 Wind Turbine Report. Turbine availabilities for the month of November were at 98.9% (Unit #3) and 99.4% (Unit #4) with a monthly total production of 695,008 kWh. Marti informed the Commission that the Utility's Engineering staff and Wind Turbine Maintenance staff continue to reformulate the actual percentage of availability to present a more accurate assessment of the turbines. Discussion was held regarding the potential life-expectancy along with various factors related to the turbines.

As a member of Missouri River Energy Services (MRES), the Utility is provided a monthly update from the MRES and Western Minnesota Municipal Power Agency (WMMPA) Board of Directors

meeting. The update provides a brief overview of the topics discussed by the Boards and the actions taken. At this time, the November 2019 MRES and WMMPA Board of Directors Meeting video update was presented.

General Manager Harren informed the Commission that WMU Committees meetings have been scheduled. A meeting of the WMU Planning Committee will be held on Tuesday, December 10th beginning at 12:00 pm. The main topic of discussion will be the annual review of the Operation Policies. A meeting of the WMU Labor Committee will be held on Tuesday, December 17th beginning at 12:00 pm. Agenda items will include the annual review of Personnel Policies, non-union wages, and the General Manager's annual performance review.

For information: Upcoming meetings/events to note include:

- WMU Planning Committee Meeting – Tues., Dec. 10th @ 12:00 pm
- Joe Schmit's "IMPACT Leadership Workshop" – Friday, Dec. 13th (7:30 a.m.-12:00 p.m.)
- Employee/MUC Safety Luncheon- Friday, Dec. 13th (12:00 p.m.)
- WMU Labor Committee Meeting – Tues., Dec. 17th @ 12:00 pm
- 2020 APPA Legislative Rally – February 24-26 (Washington, DC)

There being no further business to come before the Commission, Commissioner Laumer declared the meeting adjourned at 12:40 p.m.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Administrative Secretary

ATTEST:

Abdirizak Mahboub, Secretary

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 |
|------------------------|--------|----------|-------------------------|----------|-------|---------------|-----|---|---|----|----|---|------------------|----------------|
| BOLTON & MENK INC | | | 001010 | | | | | | | | | | | |
| | 57721 | 12/11/19 | EAGLE LAKE SWR REPAIR | 7,140.00 | | 0242383 | | D | N | | | | PROFESSIONAL SER | 651.48487.0446 |
| BREMER BANK | | | 000263 | | | | | | | | | | | |
| | 57722 | 12/11/19 | EMPL RECOGNITION AWARDS | 250.00 | | 120419 | | D | N | | | | SALARIES-REG. EM | 101.41400.0110 |
| | 57722 | 12/11/19 | EMPL RECOGNITION AWARDS | 150.00 | | 120419 | | D | N | | | | SALARIES-REG. EM | 101.41402.0110 |
| | 57722 | 12/11/19 | EMPL RECOGNITION AWARDS | 600.00 | | 120419 | | D | N | | | | SALARIES-REG. EM | 101.42411.0110 |
| | 57722 | 12/11/19 | EMPL RECOGNITION AWARD | 1,100.00 | | 120419 | | D | N | | | | SALARIES-REG. EM | 101.42412.0110 |
| | 57722 | 12/11/19 | EMPL RECOGNITION AWARDS | 100.00 | | 120419 | | D | N | | | | SALARIES-REG. EM | 101.43417.0110 |
| | 57722 | 12/11/19 | EMPL RECOGNITION AWARD | 1,650.00 | | 120419 | | D | N | | | | SALARIES-REG. EM | 101.43425.0110 |
| | 57722 | 12/11/19 | EMPL RECOGNITION AWARDS | 250.00 | | 120419 | | D | N | | | | SALARIES-REG. EM | 101.45001.0110 |
| | 57722 | 12/11/19 | EMPL RECOGNITION AWARDS | 250.00 | | 120419 | | D | N | | | | SALARIES-REG. EM | 651.48484.0110 |
| | | | | 4,350.00 | | | | | | | | | | |
| | | | VENDOR TOTAL | 4,350.00 | | | | | | | | | | |
| | | | | | | | | | | | | | *CHECK TOTAL | |
| BSE | | | 001980 | | | | | | | | | | | |
| | 57723 | 12/11/19 | LT BULBS FOR BLDG | 50.44 | | 918901894 | | D | N | | | | MTCE. OF STRUCTU | 230.43430.0225 |
| | 57723 | 12/11/19 | LT BULBS FOR BLDG | 50.44 | | 918901895 | | D | N | | | | MTCE. OF STRUCTU | 230.43430.0225 |
| | 57723 | 12/11/19 | ELECTRICAL PARTS | 70.95 | | 919004585 | | D | N | | | | MTCE. OF EQUIPME | 101.45433.0224 |
| | 57723 | 12/11/19 | ELECTRICAL PARTS | 11.74 | | 919015483 | | D | N | | | | MTCE. OF EQUIPME | 101.45433.0224 |
| | 57723 | 12/11/19 | PORT. GENERATOR PARTS | 48.57 | | 919016307 | | D | N | | | | GENERAL SUPPLIES | 651.48485.0229 |
| | | | | 232.14 | | | | | | | | | | |
| | | | VENDOR TOTAL | 232.14 | | | | | | | | | | |
| | | | | | | | | | | | | | *CHECK TOTAL | |
| C D & T INC AUTO PARTS | | | 000145 | | | | | | | | | | | |
| | 57724 | 12/11/19 | #119287-PIPE FITTING | 42.50 | | 30077-1 | | D | N | | | | INVENTORIES-MDSE | 101.125000 |
| CARRANZA/NOE | | | 002547 | | | | | | | | | | | |
| | 57725 | 12/11/19 | INTERPRETED 11/18/19 | 60.00 | | 193 | | D | M | 07 | | | PROFESSIONAL SER | 101.42411.0446 |
| CENTERPOINT ENERGY | | | 000467 | | | | | | | | | | | |
| | 57726 | 12/11/19 | NATURAL GAS-NOV | 517.96 | | 6048932/11-19 | | D | N | | | | UTILITIES | 651.48484.0332 |
| | 57726 | 12/11/19 | NATURAL GAS-NOV | 1,192.50 | | 6061271/11-19 | | D | N | | | | UTILITIES | 101.45433.0332 |
| | 57726 | 12/11/19 | NATURAL GAS-NOV | 474.75 | | 6084836/11-19 | | D | N | | | | UTILITIES | 101.45435.0332 |
| | 57726 | 12/11/19 | NATURAL GAS-NOV | 2,009.80 | | 6085332/11-19 | | D | N | | | | UTILITIES | 101.45433.0332 |
| | | | | 4,195.01 | | | | | | | | | | |
| | | | VENDOR TOTAL | 4,195.01 | | | | | | | | | | |
| | | | | | | | | | | | | | *CHECK TOTAL | |
| CHARTER COMMUNICATIONS | | | 000736 | | | | | | | | | | | |
| | 57727 | 12/11/19 | INTERNET SERV-DEC | 184.97 | | 0438138120219 | | D | N | | | | COMMUNICATIONS | 101.41409.0330 |
| CHRISTENSON/DIANE | | | .02950 | | | | | | | | | | | |
| | 57728 | 12/11/19 | SEWER REPLACEMENT | 1,500.00 | | 120319 | | D | N | | | | MTCE. OF OTHER I | 651.48485.0336 |
| COLLEGE TOWN PIZZA INC | | | 000210 | | | | | | | | | | | |
| | 57729 | 12/11/19 | CONCESSION SUPPLIES | 45.44 | | 0038633 | | D | N | | | | GENERAL SUPPLIES | 101.45433.0229 |
| | 57729 | 12/11/19 | CONCESSION SUPPLIES | 49.72 | | 0038733 | | D | N | | | | GENERAL SUPPLIES | 101.45433.0229 |
| | | | | 95.16 | | | | | | | | | | |
| | | | VENDOR TOTAL | 95.16 | | | | | | | | | | |
| | | | | | | | | | | | | | *CHECK TOTAL | |

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

| VENDOR NAME AND NUMBER | CHECK# | DATE | DESCRIPTION | AMOUNT | CLAIM | INVOICE | PO# | F | S | 9 | BX | M | ACCOUNT NAME | ACCOUNT |
|--------------------------|--------|----------|--------------------------|------------|-------|---------------|-----|---|---|---|----|---|------------------|----------------|
| COMMUNITY ELECTRIC INC | | | 003451 | | | | | | | | | | | |
| | 57730 | 12/11/19 | SCOREBOARD REPAIR-PARTS | 38.80 | | 108120 | | D | N | | | | MTCE. OF OTHER I | 101.43425.0226 |
| | 57730 | 12/11/19 | SCOREBOARD REPAIR-LABOR | 353.00 | | 108120 | | D | N | | | | MTCE. OF OTHER I | 101.43425.0336 |
| | | | VENDOR TOTAL | 391.80 | | | | | | | | | | |
| | | | | | | | | | | | | | *CHECK TOTAL | |
| COMPASS MINERALS AMERICA | | | 003116 | | | | | | | | | | | |
| | 57731 | 12/11/19 | ROAD SALT | 4,608.95 | | 502005 | | D | N | | | | GENERAL SUPPLIES | 101.43425.0229 |
| | 57731 | 12/11/19 | ROAD SALT | 2,270.04 | | 545989 | | D | N | | | | GENERAL SUPPLIES | 101.43425.0229 |
| | | | VENDOR TOTAL | 6,878.99 | | | | | | | | | | |
| | | | | | | | | | | | | | *CHECK TOTAL | |
| CONCORDE BANK | | | 002887 | | | | | | | | | | | |
| | 57732 | 12/11/19 | 2013 HOSP REV BOND-I | 2,060.43 | | 120419 | | D | N | | | | INTEREST | 350.47402.0444 |
| | 57732 | 12/11/19 | 2013 HOSP REV BOND-P | 16,500.00 | | 120419 | | D | N | | | | BONDS | 350.47402.0660 |
| | | | VENDOR TOTAL | 18,560.43 | | | | | | | | | | |
| | | | | | | | | | | | | | *CHECK TOTAL | |
| CREEKSIDE SOILS | | | 003350 | | | | | | | | | | | |
| | 57733 | 12/11/19 | COMPOST SITE CLEANUP | 1,375.00 | | 74602 | | D | N | | | | MTCE. OF OTHER I | 101.43425.0336 |
| CUNNINGHAM/CAROL | | | 002191 | | | | | | | | | | | |
| | 57734 | 12/11/19 | YR END SEMINAR-MILEAGE | 72.50 | | 120619 | | D | N | | | | TRAVEL-CONF.-SCH | 101.41405.0333 |
| DAN'S SHOP INC | | | 002212 | | | | | | | | | | | |
| | 57735 | 12/11/19 | FILTERS | 13.16 | | 97120 | | D | N | | | | INVENTORIES-MDSE | 101.125000 |
| | 57735 | 12/11/19 | FILTERS | 17.37 | | 97158 | | D | N | | | | INVENTORIES-MDSE | 101.125000 |
| | | | VENDOR TOTAL | 30.53 | | | | | | | | | | |
| | | | | | | | | | | | | | *CHECK TOTAL | |
| DEPT OF HUMAN SERVICES | | | 000009 | | | | | | | | | | | |
| | 57736 | 12/11/19 | CLEANING SERVICES-OCT | 1,612.50 | | 00000577629 | | D | N | | | | CLEANING AND WAS | 101.45433.0338 |
| | 57736 | 12/11/19 | CLEANING SERVICES-OCT | 120.00 | | 00000577630 | | D | N | | | | CLEANING AND WAS | 101.45435.0338 |
| | | | VENDOR TOTAL | 1,732.50 | | | | | | | | | | |
| | | | | | | | | | | | | | *CHECK TOTAL | |
| DOOLEY'S PETROLEUM INC | | | 000212 | | | | | | | | | | | |
| | 57737 | 12/11/19 | 143 GALLONS DIESEL | 367.79 | | 28604 | | D | N | | | | MOTOR FUELS AND | 651.48486.0222 |
| DUININCK INC | | | 000222 | | | | | | | | | | | |
| | 57703 | 12/05/19 | CIVIC CNTR DRIVE OVE | 498,965.59 | | 1903-B/EST. 2 | | D | N | | | | MTCE. OF OTHER I | 419.48451.0336 |
| | 57738 | 12/11/19 | 15TH ST SW BIT. OVERL | 31,964.75 | | 1903-A/EST. 2 | | D | N | | | | MTCE. OF OTHER I | 419.48451.0336 |
| | | | VENDOR TOTAL | 530,930.34 | | | | | | | | | | |
| ED'S SERVICE CENTER & SA | | | 000231 | | | | | | | | | | | |
| | 57739 | 12/11/19 | MOVE CARS IN IMPOUND LOT | 160.00 | | 134994 | | D | N | | | | OTHER SERVICES | 101.42411.0339 |
| | 57739 | 12/11/19 | TOW TO LEC | 132.50 | | 135101 | | D | N | | | | OTHER SERVICES | 101.42411.0339 |

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 |
|--------------------------|--------|----------|--------------------------|-----------|--------|-------------|-----|------------|------------------|----------------|
| ED'S SERVICE CENTER & SA | | | 000231 | | | | | | | |
| | 57739 | 12/11/19 | TOW CARS ON PARADE ROUTE | 80.00 | | 135243 | | D N | OTHER SERVICES | 101.42411.0339 |
| | | | | 372.50 | *CHECK | TOTAL | | | | |
| | | | VENDOR TOTAL | 372.50 | | | | | | |
| ELECTRIC PUMP INC | | | 000788 | | | | | | | |
| | 57740 | 12/11/19 | O-RING KIT | 429.79 | | 0066947 | | D N | MTCE. OF EQUIPME | 651.48484.0224 |
| | 57740 | 12/11/19 | HOLDER/CABLE FOR MIXERS | 255.79 | | 0066981 | | D N | MTCE. OF EQUIPME | 651.48486.0224 |
| | | | | 685.58 | *CHECK | TOTAL | | | | |
| | | | VENDOR TOTAL | 685.58 | | | | | | |
| ETTERMAN ENTERPRISES | | | 001567 | | | | | | | |
| | 57741 | 12/11/19 | BATTERIES | 70.68 | | 290691 | | D M 07 | GENERAL SUPPLIES | 651.48484.0229 |
| | 57741 | 12/11/19 | TIRE REPAIR TOOL | 94.98 | | 290691 | | D M 07 | SMALL TOOLS | 651.48486.0221 |
| | | | | 165.66 | *CHECK | TOTAL | | | | |
| | | | VENDOR TOTAL | 165.66 | | | | | | |
| EXCEL OVERHEAD DOOR | | | 002443 | | | | | | | |
| | 57742 | 12/11/19 | OVERHEAD DOOR REMOTE | 25.00 | | 33933 | | D N | GENERAL SUPPLIES | 651.48484.0229 |
| FASTENAL COMPANY | | | 001188 | | | | | | | |
| | 57743 | 12/11/19 | DRILL BITS | 3.10 | | MNWIL183940 | | D N | SMALL TOOLS | 651.48484.0221 |
| FELT/JAMES E | | | 000993 | | | | | | | |
| | 57744 | 12/11/19 | HUMVEE EQUIP/TOOLS | 427.23 | | 110919 | | D N | SMALL TOOLS | 101.42411.0221 |
| | 57744 | 12/11/19 | DRONE CERTIFICATION TEST | 160.00 | | 110919 | | D N | TRAVEL-CONF.-SCH | 101.42411.0333 |
| | 57744 | 12/11/19 | LEE'S TKD SPONSORSHIP | 75.00 | | 110919 | | D N | SUBSCRIPTIONS AN | 101.42411.0443 |
| | 57744 | 12/11/19 | CERT TRAINING SUPPLIES | 57.60 | | 111219 | | D N | GENERAL SUPPLIES | 101.42411.0229 |
| | 57744 | 12/11/19 | COFFEE WITH THE COPS | 80.33 | | 111319 | | D N | SUBSISTENCE OF P | 101.42411.0227 |
| | | | | 800.16 | *CHECK | TOTAL | | | | |
| | | | VENDOR TOTAL | 800.16 | | | | | | |
| FILE TEC INC | | | 003562 | | | | | | | |
| | 57745 | 12/11/19 | SCAN/DATA INDEXING | 5,089.98 | | 1033 | | D N | PROFESSIONAL SER | 101.41403.0446 |
| FISCHER/BETH | | | 002484 | | | | | | | |
| | 57746 | 12/11/19 | CELL PHONE-NOV | 50.00 | | 120919 | | D M 07 | COMMUNICATIONS | 208.45005.0330 |
| | 57746 | 12/11/19 | CELL PHONE-DEC | 50.00 | | 120919 | | D M 07 | COMMUNICATIONS | 208.45005.0330 |
| | | | | 100.00 | *CHECK | TOTAL | | | | |
| | | | VENDOR TOTAL | 100.00 | | | | | | |
| FLAHERTY & HOOD P.A. | | | 001449 | | | | | | | |
| | 57747 | 12/11/19 | LEGAL SERVICES-NOV | 10,282.54 | | 13909 | | D M 07 | PROFESSIONAL SER | 101.41406.0446 |
| | 57747 | 12/11/19 | LABOR/EMPL. CONSULT-NOV | 318.04 | | 13960 | | D M 07 | PROFESSIONAL SER | 101.41406.0446 |
| | | | | 10,600.58 | *CHECK | TOTAL | | | | |
| | | | VENDOR TOTAL | 10,600.58 | | | | | | |
| FORUM COMMUNICATIONS COM | | | 002269 | | | | | | | |
| | 57748 | 12/11/19 | ORDINANCE PUBLISHED | 94.25 | | C-03017762 | | D N | PRINTING AND PUB | 101.41401.0331 |

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 |
|--------------------------|--------|----------|------------------------|--------|-------|------------|-----|---|---|---|----|---|------------------|----------------|
| FRAMEWORK INC | | | | | | | | | | | | | | |
| | 57749 | 12/11/19 | WEBSITE HOSTING | 199.00 | | 001003 | | D | N | | | | PROFESSIONAL SER | 208.45005.0446 |
| GENERAL MAILING SERVICES | | | | | | | | | | | | | | |
| | 57750 | 12/11/19 | FED EX CHARGES | 45.58 | | 52295 | | D | N | | | | POSTAGE | 101.41401.0223 |
| | 57750 | 12/11/19 | POSTAGE | 5.65 | | 52295 | | D | N | | | | POSTAGE | 651.48484.0223 |
| | 57750 | 12/11/19 | POSTAGE | 24.97 | | 52350 | | D | N | | | | POSTAGE | 208.45006.0223 |
| | 57750 | 12/11/19 | POSTAGE | 26.85 | | 52352 | | D | N | | | | POSTAGE | 101.42411.0223 |
| | 57750 | 12/11/19 | UPS CHARGES | 55.15 | | 52352 | | D | N | | | | POSTAGE | 101.42411.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/25-11/29/19 | 0.65 | | 52407 | | D | N | | | | POSTAGE | 101.41400.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/25-11/29/19 | 1.30 | | 52407 | | D | N | | | | POSTAGE | 101.41401.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/25-11/29/19 | 13.65 | | 52407 | | D | N | | | | POSTAGE | 101.41402.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/25-11/29/19 | 1.95 | | 52407 | | D | N | | | | POSTAGE | 101.41403.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/25-11/29/19 | 7.40 | | 52407 | | D | N | | | | POSTAGE | 101.41405.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/25-11/29/19 | 15.00 | | 52407 | | D | N | | | | POSTAGE | 101.41408.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/25-11/29/19 | 2.60 | | 52407 | | D | N | | | | POSTAGE | 101.42412.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/25-11/29/19 | 5.85 | | 52407 | | D | N | | | | POSTAGE | 101.43425.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/25-11/29/19 | 0.65 | | 52407 | | D | N | | | | POSTAGE | 101.45433.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/25-11/29/19 | 2.60 | | 52407 | | D | N | | | | POSTAGE | 208.45005.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/25-11/29/19 | 0.65 | | 52407 | | D | N | | | | POSTAGE | 230.43430.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/25-11/29/19 | 4.55 | | 52407 | | D | N | | | | POSTAGE | 651.48484.0223 |
| | 57750 | 12/11/19 | POSTAGE | 1.95 | | 52456 | | D | N | | | | POSTAGE | 208.45005.0223 |
| | 57750 | 12/11/19 | POSTAGE | 155.21 | | 52457 | | D | N | | | | POSTAGE | 208.45006.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/18-11/22/19 | 0.65 | | 56365 | | D | N | | | | POSTAGE | 101.41401.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/18-11/22/19 | 13.00 | | 56365 | | D | N | | | | POSTAGE | 101.41402.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/18-11/22/19 | 5.85 | | 56365 | | D | N | | | | POSTAGE | 101.41403.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/18-11/22/19 | 77.40 | | 56365 | | D | N | | | | POSTAGE | 101.41405.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/18-11/22/19 | 15.00 | | 56365 | | D | N | | | | POSTAGE | 101.41408.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/18-11/22/19 | 3.91 | | 56365 | | D | N | | | | POSTAGE | 101.41424.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/18-11/22/19 | 0.65 | | 56365 | | D | N | | | | POSTAGE | 101.42411.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/18-11/22/19 | 3.40 | | 56365 | | D | N | | | | POSTAGE | 101.42412.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/18-11/22/19 | 0.65 | | 56365 | | D | N | | | | POSTAGE | 101.43417.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/18-11/22/19 | 2.15 | | 56365 | | D | N | | | | POSTAGE | 101.43425.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/18-11/22/19 | 0.65 | | 56365 | | D | N | | | | POSTAGE | 101.45001.0223 |
| | 57750 | 12/11/19 | POSTAGE 11/18-11/22/19 | 14.55 | | 56365 | | D | N | | | | POSTAGE | 651.48484.0223 |
| | | | VENDOR TOTAL | 510.07 | | | | | | | | | | |
| | | | | 510.07 | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| GRAINGER INC | | | | | | | | | | | | | | |
| | 57751 | 12/11/19 | PVC GLOVES | 63.70 | | 9354708704 | | D | N | | | | GENERAL SUPPLIES | 651.48484.0229 |
| | 57751 | 12/11/19 | HEATER FAN MOTOR | 216.87 | | 9356106683 | | D | N | | | | MTCE. OF EQUIPME | 101.45433.0224 |
| | 57751 | 12/11/19 | BELT FOR HEATER | 32.80 | | 9359954121 | | D | N | | | | MTCE. OF EQUIPME | 101.45433.0224 |
| | | | VENDOR TOTAL | 313.37 | | | | | | | | | | |
| | | | | 313.37 | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| GRAMENTZ/BRIAN | | | | | | | | | | | | | | |
| | 57752 | 12/11/19 | MILEAGE 11/24-11/27/19 | 102.08 | | 120319 | | D | N | | | | TRAVEL-CONF.-SCH | 101.41400.0333 |
| | 57752 | 12/11/19 | LODGING 11/24-11/27/19 | 329.31 | | 120319 | | D | N | | | | TRAVEL-CONF.-SCH | 101.41400.0333 |

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 |
|--------------------------|--------|----------|-------------------------|----------|-------|--------------|-----|---|---|---|----|---|------------------|----------------|
| GRAMENTZ/BRIAN | | | 003501 | | | | | | | | | | | |
| | 57752 | 12/11/19 | MILEAGE 12/1-12/4/19 | 107.30 | | 120519 | | D | N | | | | TRAVEL-CONF.-SCH | 101.41400.0333 |
| | 57752 | 12/11/19 | LODGING 12/1-12/4/19 | 329.31 | | 120519 | | D | N | | | | TRAVEL-CONF.-SCH | 101.41400.0333 |
| | | | VENDOR TOTAL | 868.00 | | *CHECK TOTAL | | | | | | | | |
| | | | | 868.00 | | | | | | | | | | |
| GROUND EFFECTS ROASTING | | | .02951 | | | | | | | | | | | |
| | 57753 | 12/11/19 | HOT CHOCOLATE-HOLIDAZE | 155.00 | | 1 | | D | N | | | | SUBSISTENCE OF P | 235.41402.0337 |
| HANSEN ADVERTISING SPECI | | | 000321 | | | | | | | | | | | |
| | 57754 | 12/11/19 | SAFETY JACKETS | 210.00 | | 41603 | | D | N | | | | SUBSISTENCE OF P | 651.48484.0227 |
| | 57754 | 12/11/19 | PROMO ITEMS-HOCKEY BAG | 2,299.40 | | 41750 | | D | N | | | | OTHER CHARGES | 208.45011.0449 |
| | 57754 | 12/11/19 | TABLE W/MAIN ST EMBLEM | 234.95 | | 41794 | | D | N | | | | GENERAL SUPPLIES | 235.41402.0229 |
| | 57754 | 12/11/19 | PROMOTIONAL ITEMS | 210.66 | | 41795 | | D | N | | | | GENERAL SUPPLIES | 235.41402.0229 |
| | 57754 | 12/11/19 | PROMOTIONAL ITEMS | 362.40 | | 41796 | | D | N | | | | GENERAL SUPPLIES | 235.41402.0229 |
| | 57754 | 12/11/19 | PROMOTIONAL ITEMS | 365.00 | | 41797 | | D | N | | | | GENERAL SUPPLIES | 235.41402.0229 |
| | 57754 | 12/11/19 | PROMOTIONAL ITEMS | 444.92 | | 41798 | | D | N | | | | GENERAL SUPPLIES | 235.41402.0229 |
| | 57754 | 12/11/19 | PROMOTIONAL ITEMS | 378.12 | | 41799 | | D | N | | | | GENERAL SUPPLIES | 235.41402.0229 |
| | | | VENDOR TOTAL | 4,505.45 | | *CHECK TOTAL | | | | | | | | |
| | | | | 4,505.45 | | | | | | | | | | |
| HARTLAND OFFICIALS ASSOC | | | 002608 | | | | | | | | | | | |
| | 57755 | 12/11/19 | VOLLEYBALL OFFICIALS | 1,967.00 | | 120419 | | D | N | | | | PROFESSIONAL SER | 101.45432.0446 |
| HAUG-KUBOTA LLC | | | 002609 | | | | | | | | | | | |
| | 57756 | 12/11/19 | SNOWBLOWER PARTS | 108.66 | | 14442 | | D | N | | | | MTCE. OF EQUIPME | 651.48484.0224 |
| | 57756 | 12/11/19 | #104944 REPAIR-PARTS | 176.87 | | 14446 | | D | N | | | | MTCE. OF EQUIPME | 651.48484.0224 |
| | | | VENDOR TOTAL | 285.53 | | *CHECK TOTAL | | | | | | | | |
| | | | | 285.53 | | | | | | | | | | |
| HAWKINS INC | | | 000325 | | | | | | | | | | | |
| | 57757 | 12/11/19 | SODIUM HYPOCHLORITE | 799.80 | | 4618633 | | D | N | | | | GENERAL SUPPLIES | 651.48484.0229 |
| | 57757 | 12/11/19 | FERRIC CHLORIDE | 5,474.21 | | 4625762 | | D | N | | | | GENERAL SUPPLIES | 651.48484.0229 |
| | | | VENDOR TOTAL | 6,274.01 | | *CHECK TOTAL | | | | | | | | |
| | | | | 6,274.01 | | | | | | | | | | |
| HAY/JASON | | | 002690 | | | | | | | | | | | |
| | 57758 | 12/11/19 | HUMAN TRAFFICKING CONF. | 28.00 | | 112219 | | D | N | | | | TRAVEL-CONF.-SCH | 101.42411.0333 |
| HEIMAN FIRE EQUIPMENT IN | | | 000330 | | | | | | | | | | | |
| | 57759 | 12/11/19 | 4 TRAFFIC WANDS | 180.00 | | 0884521-IN | | D | N | | | | SMALL TOOLS | 101.42412.0221 |
| | 57759 | 12/11/19 | WATER RESCUE DEVICE | 472.50 | | 0884582-IN | | D | N | | | | SMALL TOOLS | 101.42412.0221 |
| | | | VENDOR TOTAL | 652.50 | | *CHECK TOTAL | | | | | | | | |
| | | | | 652.50 | | | | | | | | | | |
| HENRY'S FOODS INC | | | 000332 | | | | | | | | | | | |
| | 57760 | 12/11/19 | CONCESSION SUPPLIES | 593.05 | | 5683358 | | D | N | | | | GENERAL SUPPLIES | 101.45433.0229 |

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 |
|--------------------------|-------|----------|-------------------------|-------------|--------|-------|--------------|-----|------------|------------------|----------------|
| HIGH POINT NETWORKS INC | | | | 002299 | | | | | | | |
| | 57761 | 12/11/19 | FIREWALL SUBSCRIP.-DEC | 987.00 | | | 143778 | | D N | SUBSCRIPTIONS AN | 101.41409.0443 |
| | 57761 | 12/11/19 | BLOCK OF TIME | 1,900.00 | | | 143907 | | D N | INVENTORIES-MDSE | 101.125000 |
| | 57761 | 12/11/19 | BLOCK OF TIME | 4,500.00 | | | 143908 | | D N | INVENTORIES-MDSE | 101.125000 |
| | 57761 | 12/11/19 | BACKUP SRVR SUBSCR.-DEC | 259.00 | | | 143909 | | D N | SUBSCRIPTIONS AN | 101.41409.0443 |
| | 57761 | 12/11/19 | ANTIVIRUS SUBSCRIP.-DEC | 586.95 | | | 143926 | | D N | SUBSCRIPTIONS AN | 101.41409.0443 |
| | | | VENDOR TOTAL | 8,232.95 | | | *CHECK TOTAL | | | | |
| | | | | 8,232.95 | | | | | | | |
| HIGHWAY 23 COALITION | | | | 003364 | | | | | | | |
| | 57762 | 12/11/19 | 2020 MEMBERSHIP DUES | 500.00 | | | 112719 | | D N | PREPAID EXPENSES | 208.128000 |
| HILLYARD\HUTCHINSON | | | | 000333 | | | | | | | |
| | 57763 | 12/11/19 | CLEANING SUPPLIES | 30.44 | | | 603666964 | | D N | CLEANING AND WAS | 101.45433.0228 |
| | 57763 | 12/11/19 | CLEANING SUPPLIES | 59.12 | | | 603670837 | | D N | CLEANING AND WAS | 101.45435.0228 |
| | 57763 | 12/11/19 | HAND TOWELS | 107.70 | | | 603672718 | | D N | GENERAL SUPPLIES | 101.45435.0229 |
| | | | VENDOR TOTAL | 197.26 | | | *CHECK TOTAL | | | | |
| | | | | 197.26 | | | | | | | |
| HOEKSTRA/DARRELL J | | | | 002586 | | | | | | | |
| | 57764 | 12/11/19 | CAMERA FOR INSPECTIONS | 106.80 | | | 120619 | | D N | SMALL TOOLS | 101.43417.0221 |
| HOME DEPOT CREDIT SERVIC | | | | 000058 | | | | | | | |
| | 57765 | 12/11/19 | CHRISTMAS LIGHTS | 116.25 | | | 113393 | | D N | GENERAL SUPPLIES | 101.43425.0229 |
| HOME STATE BANK | | | | 003067 | | | | | | | |
| | 57766 | 12/11/19 | 2013 HOSP REV BOND-I | 4,807.05 | | | 120419 | | D N | INTEREST | 350.47402.0444 |
| | 57766 | 12/11/19 | 2013 HOSP REV BOND-P | 38,500.00 | | | 120419 | | D N | BONDS | 350.47402.0660 |
| | | | VENDOR TOTAL | 43,307.05 | | | *CHECK TOTAL | | | | |
| | | | | 43,307.05 | | | | | | | |
| HYDRITE CHEMICAL CO | | | | 002837 | | | | | | | |
| | 57767 | 12/11/19 | ANTIFOAM | 1,325.98 | | | 02310540 | | D N | GENERAL SUPPLIES | 651.48484.0229 |
| JAGUSH/JEFFREY | | | | 003037 | | | | | | | |
| | 57768 | 12/11/19 | MILEAGE 10/22-11/27/19 | 31.90 | | | 120319 | | D N | TRAVEL-CONF.-SCH | 101.43425.0333 |
| | 57768 | 12/11/19 | MILEAGE 10/22-11/27/19 | 11.02 | | | 120319 | | D N | TRAVEL-CONF.-SCH | 101.45435.0333 |
| | 57768 | 12/11/19 | MILEAGE 10/22-11/27/19 | 88.74 | | | 120319 | | D N | TRAVEL-CONF.-SCH | 651.48484.0333 |
| | | | VENDOR TOTAL | 131.66 | | | *CHECK TOTAL | | | | |
| | | | | 131.66 | | | | | | | |
| JOHANNECK WTR CONDITIONI | | | | 003355 | | | | | | | |
| | 57769 | 12/11/19 | COOLER RENTAL | 1.00 | | | CR1711-3-052 | | D N | RENTS | 651.48484.0440 |
| | 57769 | 12/11/19 | COOLER RENTAL | 2.00 | | | CR1711-3-064 | | D N | RENTS | 651.48484.0440 |
| | 57769 | 12/11/19 | R.O. SYSTEM RENTAL | 39.00 | | | ER1801-3-023 | | D N | RENTS | 101.41408.0440 |
| | 57769 | 12/11/19 | COOLER RENTAL | 2.00 | | | ER1801-3-023 | | D N | RENTS | 101.41408.0440 |
| | 57769 | 12/11/19 | LAB WATER | 40.00 | | | 60901 | | D N | GENERAL SUPPLIES | 651.48484.0229 |
| | 57769 | 12/11/19 | DRINKING WATER | 18.00 | | | 61038 | | D N | GENERAL SUPPLIES | 651.48484.0229 |

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 |
|--------------------------|--------|----------|------------------------|-----------|-------|----------------|-----|---|---|---|----|---|------------------|----------------|
| JOHANNECK WTR CONDITIONI | | | 003355 | | | | | | | | | | | |
| | 57769 | 12/11/19 | DRINKING WATER | 40.00 | | 61184 | | D | N | | | | GENERAL SUPPLIES | 651.48484.0229 |
| | 57769 | 12/11/19 | LAB WATER | 40.00 | | 61412 | | D | N | | | | GENERAL SUPPLIES | 651.48484.0229 |
| | 57769 | 12/11/19 | SOFTENER SALT | 341.10 | | 61428 | | D | N | | | | GENERAL SUPPLIES | 651.48484.0229 |
| | 57769 | 12/11/19 | DRINKING WATER | 20.00 | | 61599 | | D | N | | | | GENERAL SUPPLIES | 651.48484.0229 |
| | | | | 543.10 | | | | | | | | | | |
| | | | VENDOR TOTAL | 543.10 | | | | | | | | | | |
| | | | | | | | | | | | | | | *CHECK TOTAL |
| KANDIYOHI CO PUBLIC HEAL | | | 000378 | | | | | | | | | | | |
| | 57770 | 12/11/19 | 2020 FOOD/POOL PERMIT | 620.00 | | 120319 | | D | N | | | | PREPAID EXPENSES | 101.128000 |
| | 57770 | 12/11/19 | 2020 FOOD SERV PERMIT | 395.00 | | 120319 | | D | N | | | | PREPAID EXPENSES | 101.128000 |
| | | | | 1,015.00 | | | | | | | | | | |
| | | | VENDOR TOTAL | 1,015.00 | | | | | | | | | | |
| | | | | | | | | | | | | | | *CHECK TOTAL |
| KANDIYOHI CO RECORDER'S | | | 000382 | | | | | | | | | | | |
| | 57771 | 12/11/19 | RECORDING FEES | 46.00 | | 662399 | | D | N | | | | PROFESSIONAL SER | 101.41403.0446 |
| KENSINGTON BANK | | | 003068 | | | | | | | | | | | |
| | 57772 | 12/11/19 | 2013 HOSP REV BOND-I | 6,868.39 | | 120319 | | D | N | | | | INTEREST | 350.47402.0444 |
| | 57772 | 12/11/19 | 2013 HOSP REV BOND-P | 55,100.00 | | 120319 | | D | N | | | | BONDS | 350.47402.0660 |
| | | | | 61,968.39 | | | | | | | | | | |
| | | | VENDOR TOTAL | 61,968.39 | | | | | | | | | | |
| | | | | | | | | | | | | | | *CHECK TOTAL |
| KEY ENTERPRISES LLC | | | 003069 | | | | | | | | | | | |
| | 57773 | 12/11/19 | AD/TWIN CITIES BUS.-DE | 1,750.00 | | 2019-92205 | | D | N | | | | OTHER CHARGES | 208.45008.0449 |
| KRAY/MARVIN | | | .01949 | | | | | | | | | | | |
| | 57774 | 12/11/19 | SEWER REPLACEMENT | 1,500.00 | | 120319 | | D | N | | | | MTCE. OF OTHER I | 651.48485.0336 |
| KRIS ENGINEERING INC | | | 002498 | | | | | | | | | | | |
| | 57775 | 12/11/19 | CUTTING EDGES | 965.92 | | 32591 | | D | N | | | | MTCE. OF EQUIPME | 101.43425.0224 |
| | 57775 | 12/11/19 | RETURNED CUTTING EDGE | 275.54CR | | 32596 | | D | N | | | | MTCE. OF EQUIPME | 101.43425.0224 |
| | | | | 690.38 | | | | | | | | | | |
| | | | VENDOR TOTAL | 690.38 | | | | | | | | | | |
| | | | | | | | | | | | | | | *CHECK TOTAL |
| LAKE REGION BANK | | | 002886 | | | | | | | | | | | |
| | 57776 | 12/11/19 | 2013 HOSP REV BOND-I | 2,746.63 | | 120419 | | D | N | | | | INTEREST | 350.47402.0444 |
| | 57776 | 12/11/19 | 2013 HOSP REV BOND-P | 22,000.00 | | 120419 | | D | N | | | | BONDS | 350.47402.0660 |
| | | | | 24,746.63 | | | | | | | | | | |
| | | | VENDOR TOTAL | 24,746.63 | | | | | | | | | | |
| | | | | | | | | | | | | | | *CHECK TOTAL |
| LAKELAND BROADCASTING IN | | | 002187 | | | | | | | | | | | |
| | 57777 | 12/11/19 | KQIC ADVERTISING | 294.00 | | IN-Q1191110531 | | D | N | | | | OTHER CHARGES | 208.45010.0449 |
| | 57777 | 12/11/19 | KOLV ADVERTISING | 266.00 | | INB-1191112833 | | D | N | | | | OTHER CHARGES | 208.45010.0449 |
| | | | | 560.00 | | | | | | | | | | |
| | | | VENDOR TOTAL | 560.00 | | | | | | | | | | |
| | | | | | | | | | | | | | | *CHECK TOTAL |
| LAKESIDE PRESS | | | 001646 | | | | | | | | | | | |
| | 57778 | 12/11/19 | AD DEVELOPMENT | 30.00 | | 9131 | | D | N | | | | OTHER CHARGES | 208.45007.0449 |

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 |
|--------------------------|--------|----------|--------------------------|----------|--------|------------|-----|---|---|---|----|---|------------------|----------------|
| LAKESIDE PRESS | | | 001646 | | | | | | | | | | | |
| | 57778 | 12/11/19 | AD DEVELOPMENT | 10.00 | | 9203 | | D | N | | | | OTHER CHARGES | 208.45007.0449 |
| | | | | 40.00 | *CHECK | TOTAL | | | | | | | | |
| | | | VENDOR TOTAL | 40.00 | | | | | | | | | | |
| LINDAHL/JASON | | | 001400 | | | | | | | | | | | |
| | 57779 | 12/11/19 | MILEAGE 11/1-11/30/19 | 130.50 | | 120319 | | D | N | | | | TRAVEL-CONF.-SCH | 651.48484.0333 |
| LOCAL GOV'T INFORMATION | | | 003226 | | | | | | | | | | | |
| | 57780 | 12/11/19 | MONTHLY SUBSCRIP.-DEC | 1,578.00 | | 47911 | | D | N | | | | SUBSCRIPTIONS AN | 101.41409.0443 |
| LOFFLER COMPANIES | | | 002593 | | | | | | | | | | | |
| | 57781 | 12/11/19 | CONTRACT USAGE-NOV | 158.13 | | 3286419 | | D | N | | | | MTCE. OF EQUIPME | 101.41405.0334 |
| MACVB | | | 001218 | | | | | | | | | | | |
| | 57782 | 12/11/19 | 2020 MEMBERSHIP DUES | 425.00 | | 390 | | D | N | | | | PREPAID EXPENSES | 208.128000 |
| MALLORY SAFETY & SUPPLY | | | .02952 | | | | | | | | | | | |
| | 57783 | 12/11/19 | 4 FIREFIGHTER BADGES | 519.49 | | 4752644 | | D | N | | | | SUBSISTENCE OF P | 101.42412.0227 |
| MARC | | | 000435 | | | | | | | | | | | |
| | 57784 | 12/11/19 | SPRAYER | 44.00 | | 0682147 | | D | N | | | | SMALL TOOLS | 101.43425.0221 |
| | 57784 | 12/11/19 | WING LUBE | 215.56 | | 0682147 | | D | N | | | | MOTOR FUELS AND | 101.43425.0222 |
| | | | | 259.56 | *CHECK | TOTAL | | | | | | | | |
| | | | VENDOR TOTAL | 259.56 | | | | | | | | | | |
| MARCO TECHNOLOGIES LLC | | | 001838 | | | | | | | | | | | |
| | 57785 | 12/11/19 | COPIER LEASE-DEC | 119.46 | | 400419248 | | D | N | | | | RENTS | 101.45432.0440 |
| MIKE'S SMALL ENGINE CENT | | | 002699 | | | | | | | | | | | |
| | 57786 | 12/11/19 | AIR FLTR FOR WACKER PUMP | 18.90 | | 14815 | | D | N | | | | MTCE. OF EQUIPME | 651.48485.0224 |
| | 57786 | 12/11/19 | PUMP REPAIR-PARTS | 237.85 | | 9136 | | D | N | | | | MTCE. OF EQUIPME | 651.48485.0224 |
| | 57786 | 12/11/19 | PUMP REPAIR-LABOR | 187.50 | | 9136 | | D | N | | | | MTCE. OF EQUIPME | 651.48485.0334 |
| | | | | 444.25 | *CHECK | TOTAL | | | | | | | | |
| | | | VENDOR TOTAL | 444.25 | | | | | | | | | | |
| MILLER SANITATION | | | 002936 | | | | | | | | | | | |
| | 57787 | 12/11/19 | GARBAGE SERVICE-DEC | 154.50 | | 1298/12-19 | | D | N | | | | CLEANING AND WAS | 101.45433.0338 |
| | 57787 | 12/11/19 | GARBAGE SERVICE-DEC | 112.80 | | 1298/12-19 | | D | N | | | | CLEANING AND WAS | 101.45433.0338 |
| | 57787 | 12/11/19 | GARBAGE SERVICE-DEC | 52.70 | | 1300/12-19 | | D | N | | | | CLEANING AND WAS | 101.42412.0338 |
| | 57787 | 12/11/19 | GARBAGE SERVICE-DEC | 64.74 | | 1301/12-19 | | D | N | | | | CLEANING AND WAS | 101.41408.0338 |
| | 57787 | 12/11/19 | GARBAGE SERVICE-DEC | 64.74 | | 1301/12-19 | | D | N | | | | CLEANING AND WAS | 101.45427.0338 |
| | 57787 | 12/11/19 | GARBAGE SERVICE-DEC | 251.31 | | 1302/12-19 | | D | N | | | | CLEANING AND WAS | 101.43425.0338 |
| | 57787 | 12/11/19 | GARBAGE SERVICE-DEC | 24.35 | | 1303/12-19 | | D | N | | | | CLEANING AND WAS | 651.48484.0338 |
| | 57787 | 12/11/19 | GARBAGE SERVICE-DEC | 48.67 | | 1304/12-19 | | D | N | | | | CLEANING AND WAS | 651.48484.0338 |
| | 57787 | 12/11/19 | GARBAGE SERVICE-DEC | 161.04 | | 1304/12-19 | | D | N | | | | CLEANING AND WAS | 651.48484.0338 |
| | 57787 | 12/11/19 | GARBAGE SERVICE-DEC | 49.68 | | 1305/12-19 | | D | N | | | | CLEANING AND WAS | 101.45435.0338 |
| | 57787 | 12/11/19 | GARBAGE SERVICE-DEC | 46.15 | | 1306/12-19 | | 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 |
|--------------------------|--------|----------|-------------------------|-----------|-------|------------|-----|---|---|---|----|---|------------------|----------------|
| RUNNING'S SUPPLY INC | | | 001418 | | | | | | | | | | | |
| | 57811 | 12/11/19 | GARBAGE CANS | 29.98 | | 4906000 | | D | N | | | | SMALL TOOLS | 101.43425.0221 |
| | 57811 | 12/11/19 | SPRAY BAR PARTS | 28.13 | | 4910780 | | D | N | | | | MTCE. OF EQUIPME | 101.43425.0224 |
| | 57811 | 12/11/19 | SPACE HEATER | 39.98 | | 4911345 | | D | N | | | | SMALL TOOLS | 651.48484.0221 |
| | 57811 | 12/11/19 | DELEEUW-SAFETY BOOTS | 175.00 | | 4911740 | | D | N | | | | SUBSISTENCE OF P | 101.43425.0227 |
| | 57811 | 12/11/19 | SPRAY BAR PARTS | 27.98 | | 4912440 | | D | N | | | | MTCE. OF EQUIPME | 101.43425.0224 |
| | 57811 | 12/11/19 | IMPACT WRENCH KIT | 439.99 | | 4913310 | | D | N | | | | SMALL TOOLS | 651.48486.0221 |
| | 57811 | 12/11/19 | ICE MELT | 38.97 | | 4918543 | | D | N | | | | GENERAL SUPPLIES | 101.45435.0229 |
| | 57811 | 12/11/19 | SHOP SUPPLIES | 12.06 | | 4919161 | | D | N | | | | GENERAL SUPPLIES | 651.48484.0229 |
| | 57811 | 12/11/19 | PRESSURE WASHER PARTS | 48.55 | | 4919917 | | D | N | | | | MTCE. OF STRUCTU | 101.43425.0225 |
| | 57811 | 12/11/19 | DOG FOOD | 58.99 | | 4920114 | | D | N | | | | GENERAL SUPPLIES | 101.42411.0229 |
| | 57811 | 12/11/19 | CARRUTHERS-SAFETY BOOTS | 164.99 | | 4922422 | | D | N | | | | SUBSISTENCE OF P | 101.43425.0227 |
| | 57811 | 12/11/19 | PUMP FOR HYDRANTS | 79.99 | | 4923250 | | D | N | | | | SMALL TOOLS | 101.43425.0221 |
| | | | VENDOR TOTAL | 1,144.61 | | | | | | | | | | |
| | | | | 1,144.61 | | | | | | | | | | |
| | | | | | | | | | | | | | | *CHECK TOTAL |
| SAFE ASSURE CONSULTANTS | | | 002941 | | | | | | | | | | | |
| | 57812 | 12/11/19 | 2020 SFTY TRNG CONTRAC | 7,889.11 | | 1676 | | D | N | | | | PREPAID EXPENSES | 101.128000 |
| SCHROEDER/MICHAEL | | | 001204 | | | | | | | | | | | |
| | 57813 | 12/11/19 | SANTA-HOLIDAY PARTY | 100.00 | | 120919 | | D | N | | | | PROFESSIONAL SER | 101.41400.0446 |
| SERVICE CENTER/CITY OF W | | | 000685 | | | | | | | | | | | |
| | 57814 | 12/11/19 | GAS-45.82 GALLONS | 115.47 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.41402.0222 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-PARTS | 50.99 | | STMT/11-19 | | D | N | | | | MTCE. OF EQUIPME | 101.41402.0224 |
| | 57814 | 12/11/19 | GAS-30.16 GALLONS | 70.74 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.41408.0222 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-OIL | 12.00 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.41408.0222 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-PARTS | 3.03 | | STMT/11-19 | | D | N | | | | MTCE. OF EQUIPME | 101.41408.0224 |
| | 57814 | 12/11/19 | GAS-2,364.06 GALLONS | 5,589.49 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.42411.0222 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-OIL | 143.90 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.42411.0222 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-OIL | 48.00 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.42411.0222 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-PARTS | 1,867.14 | | STMT/11-19 | | D | N | | | | MTCE. OF EQUIPME | 101.42411.0224 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-PARTS | 436.37 | | STMT/11-19 | | D | N | | | | MTCE. OF EQUIPME | 101.42411.0224 |
| | 57814 | 12/11/19 | DIESEL-77.54 GALLONS | 182.07 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.42412.0222 |
| | 57814 | 12/11/19 | GAS-79.82 GALLONS | 187.59 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.42412.0222 |
| | 57814 | 12/11/19 | GAS-71.59 GALLONS | 163.30 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.43417.0222 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-OIL | 16.00 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.43417.0222 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-PARTS | 11.57 | | STMT/11-19 | | D | N | | | | MTCE. OF EQUIPME | 101.43417.0224 |
| | 57814 | 12/11/19 | DIESEL-2,888.25 GALLON | 6,708.03 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.43425.0222 |
| | 57814 | 12/11/19 | GAS-646.67 GALLONS | 1,557.32 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.43425.0222 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-OIL | 154.12 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.43425.0222 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-OIL | 414.52 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.43425.0222 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-PARTS | 7,356.64 | | STMT/11-19 | | D | N | | | | MTCE. OF EQUIPME | 101.43425.0224 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-PART | 11,101.85 | | STMT/11-19 | | D | N | | | | MTCE. OF EQUIPME | 101.43425.0224 |
| | 57814 | 12/11/19 | DIESEL-98.93 GALLONS | 227.54 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.45433.0222 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-OIL | 16.00 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 101.45433.0222 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-PARTS | 3.12 | | STMT/11-19 | | D | N | | | | MTCE. OF EQUIPME | 101.45433.0224 |
| | 57814 | 12/11/19 | DIESEL-27.10 GALLONS | 64.77 | | STMT/11-19 | | D | N | | | | MOTOR FUELS AND | 651.48484.0222 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-PARTS | 15.38 | | STMT/11-19 | | D | N | | | | MTCE. OF EQUIPME | 651.48485.0224 |
| | 57814 | 12/11/19 | EQUIPMENT REPAIR-PARTS | 1,234.52 | | STMT/11-19 | | D | N | | | | MTCE. OF EQUIPME | 651.48486.0224 |

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 |
|--------------------------|----------|--------------------------|--------------|-----------|-------|----------------|-----|---|---|---|----|---|------------------|----------------|
| SERVICE CENTER/CITY OF W | | | 000685 | | | | | | | | | | | |
| | | | VENDOR TOTAL | 37,751.47 | | | | | | | | | | |
| | | | | 37,751.47 | | | | | | | | | | *CHECK TOTAL |
| SHERWIN WILLIAMS CO | | | 000690 | | | | | | | | | | | |
| 57815 | 12/11/19 | PAINT ROLLERS | | 11.25 | | 3614-8 | | D | N | | | | GENERAL SUPPLIES | 101.43425.0229 |
| SMEBY/ROSS | | | 002570 | | | | | | | | | | | |
| 57816 | 12/11/19 | MILEAGE 11/1-11/30/19 | | 89.32 | | 120419 | | D | N | | | | TRAVEL-CONF.-SCH | 101.41409.0333 |
| SPICER COMMERCIAL CLUB | | | 002264 | | | | | | | | | | | |
| 57817 | 12/11/19 | 2019 WINTERFEST SPONSO | | 1,000.00 | | 120419 | | D | N | | | | OTHER CHARGES | 208.45010.0449 |
| STATEWIDE DISTRIBUTING I | | | 000718 | | | | | | | | | | | |
| 57818 | 12/11/19 | CONCESSION SUPPLIES | | 306.20 | | 205350 | | D | N | | | | GENERAL SUPPLIES | 101.45433.0229 |
| STERLING WATER-MINNESOTA | | | 000188 | | | | | | | | | | | |
| 57819 | 12/11/19 | SOFTENER RENTAL-DEC | | 18.50 | | 01454495/11-19 | | D | N | | | | RENTS | 101.41408.0440 |
| SUMMIT COMPANIES | | | 002555 | | | | | | | | | | | |
| 57820 | 12/11/19 | ALARM MONITORING-4TH QTR | | 105.00 | | 1459645 | | D | N | | | | MTCE. OF STRUCTU | 101.41408.0335 |
| SUN LIFE FINANCIAL | | | 003460 | | | | | | | | | | | |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 54.00 | | M341 | | D | N | | | | COBRA INS PREMIU | 101.120001 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 25.66 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.41400.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 128.39 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.41402.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 39.68 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.41403.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 102.47 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.41405.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 19.93 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.41408.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 67.05 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.41409.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 25.48 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.41420.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 6.95 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.41424.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 115.92 | | M341 | | D | N | | | | INS. PASS THROUG | 101.41428.0819 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 905.67 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.42411.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 70.84 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.42412.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 142.94 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.43417.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 480.14 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.43425.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 22.73 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.45001.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 87.53 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.45432.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 43.23 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.45433.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 31.19 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.45435.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 9.70 | | M341 | | D | N | | | | EMPLOYER INSUR. | 101.45437.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 243.10 | | M341 | | D | N | | | | EMPLOYER INSUR. | 651.48484.0114 |
| 57821 | 12/11/19 | LIFE/LTD/VISION INS-DEC | | 18.50 | | M341 | | D | N | | | | EMPLOYER INSUR. | 651.48485.0114 |
| | | | | 2,641.10 | | | | | | | | | | *CHECK TOTAL |
| | | | VENDOR TOTAL | 2,641.10 | | | | | | | | | | |
| SWATMOD.COM | | | 003553 | | | | | | | | | | | |
| 57706 | 12/05/19 | #075799-PAINT/PLATFORM | | 1,510.00 | | 120519 | | D | N | | | | MTCE. OF EQUIPME | 101.42411.0224 |
| 57706 | 12/05/19 | #075799-PAINT/PLATFORM | | 3,205.00 | | 120519 | | D | N | | | | MTCE. OF EQUIPME | 101.42411.0334 |

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 |
|--------------------------|--------|----------|--------------------------|-----------|-------|---------------|-----|---|---|---|----|---|------------------|----------------|
| WILLMAR CHAMBER OF COMME | | | 000812 | | | | | | | | | | | |
| | 57831 | 12/11/19 | OFFICE SUPPLIES | 73.54 | | CC STMT/10-19 | | D | N | | | | OFFICE SUPPLIES | 208.45005.0220 |
| | 57831 | 12/11/19 | OFFICE SUPPLIES | 11.86 | | CC STMT/10-19 | | D | N | | | | OFFICE SUPPLIES | 208.45005.0220 |
| | 57831 | 12/11/19 | CANDY/POP-BOARD RETREAT | 39.18 | | CC STMT/10-19 | | D | N | | | | TRAVEL-CONF.-SCH | 208.45005.0333 |
| | 57831 | 12/11/19 | PRIZE-CVB BOARD RETREAT | 25.00 | | CC STMT/10-19 | | D | N | | | | TRAVEL-CONF.-SCH | 208.45005.0333 |
| | 57831 | 12/11/19 | FISCHER-PUB. POLICY MTG | 13.09 | | CC STMT/10-19 | | D | N | | | | TRAVEL-CONF.-SCH | 208.45005.0333 |
| | 57831 | 12/11/19 | LEISURE COMMITTEE MTG | 176.72 | | CC STMT/10-19 | | D | N | | | | TRAVEL-CONF.-SCH | 208.45005.0333 |
| | 57831 | 12/11/19 | OFFICE 365 SUBSCRIP. | 7.54 | | CC STMT/10-19 | | D | N | | | | SUBSCRIPTIONS AN | 208.45005.0443 |
| | 57831 | 12/11/19 | ASSN NORTH CONF.-MEALS | 17.06 | | CC STMT/10-19 | | D | N | | | | OTHER CHARGES | 208.45008.0449 |
| | 57831 | 12/11/19 | EDUCATION CONF TRNG BKS | 139.95 | | CC STMT/10-19 | | D | N | | | | OTHER CHARGES | 208.45008.0449 |
| | 57831 | 12/11/19 | ASSN NORTH CONF.-LODGING | 363.50 | | CC STMT/10-19 | | D | N | | | | OTHER CHARGES | 208.45008.0449 |
| | 57831 | 12/11/19 | SITE VISIT WELCOME BAGS | 27.89 | | CC STMT/10-19 | | D | N | | | | OTHER CHARGES | 208.45008.0449 |
| | 57831 | 12/11/19 | GOOGLE MKTG CAMPAIGN | 234.58 | | CC STMT/10-19 | | D | N | | | | OTHER CHARGES | 208.45010.0449 |
| | 57831 | 12/11/19 | CREATIVE CLOUD MKTG TOOL | 647.12 | | CC STMT/10-19 | | D | N | | | | OTHER CHARGES | 208.45010.0449 |
| | 57831 | 12/11/19 | SPICER COMM. CLUB MTG | 9.00 | | CC STMT/10-19 | | D | N | | | | OTHER CHARGES | 208.45010.0449 |
| | 57831 | 12/11/19 | DIRECTOR SALARY | 5,636.25 | | STMT/11-19 | | D | N | | | | SALARIES-REG. EM | 208.45005.0110 |
| | 57831 | 12/11/19 | ASSISTANT SALARY | 2,645.28 | | STMT/11-19 | | D | N | | | | SALARIES-REG. EM | 208.45005.0110 |
| | 57831 | 12/11/19 | FICA & INSURANCE | 1,872.59 | | STMT/11-19 | | D | N | | | | EMPLOYER PENSION | 208.45005.0113 |
| | 57831 | 12/11/19 | IRA CONTRIBUTION | 248.44 | | STMT/11-19 | | D | N | | | | EMPLOYER PENSION | 208.45005.0113 |
| | 57831 | 12/11/19 | PHOTO COPIES-NOV | 22.44 | | STMT/11-19 | | D | N | | | | OFFICE SUPPLIES | 208.45005.0220 |
| | 57831 | 12/11/19 | PAYROLL/FLEX FEE | 87.17 | | STMT/11-19 | | D | N | | | | OTHER SERVICES | 208.45005.0339 |
| | 57831 | 12/11/19 | OFFICE RENT-NOV | 689.06 | | STMT/11-19 | | D | N | | | | RENTS | 208.45005.0440 |
| | 57831 | 12/11/19 | MAIL PICKUP-NOV | 30.00 | | 50753 | | D | N | | | | POSTAGE | 208.45005.0223 |
| | 57831 | 12/11/19 | INTERNET 09/18-10/17 | 41.70 | | 50753 | | D | N | | | | COMMUNICATIONS | 208.45005.0330 |
| | 57831 | 12/11/19 | INTERNET 10/18-11/17 | 41.70 | | 50753 | | D | N | | | | COMMUNICATIONS | 208.45005.0330 |
| | 57831 | 12/11/19 | MANAGED IT 10/12-11/11 | 66.72 | | 50753 | | D | N | | | | PROFESSIONAL SER | 208.45005.0446 |
| | | | VENDOR TOTAL | 13,167.38 | | *CHECK TOTAL | | | | | | | | |
| | | | | 13,167.38 | | | | | | | | | | |
| WILLMAR CONFERENCE CENTE | | | 003266 | | | | | | | | | | | |
| | 57832 | 12/11/19 | CVB BOARD MTG LUNCHE | 9.31 | | E03919 | | D | N | | | | TRAVEL-CONF.-SCH | 101.41401.0333 |
| | 57832 | 12/11/19 | CVB BOARD MTG LUNCHE | 9.31 | | E03919 | | D | N | | | | TRAVEL-CONF.-SCH | 101.41403.0333 |
| | 57832 | 12/11/19 | CVB BOARD MTG LUNCHE | 9.31 | | E03919 | | D | N | | | | TRAVEL-CONF.-SCH | 101.45433.0333 |
| | 57832 | 12/11/19 | CVB BOARD MTG LUNCHE | 104.97 | | E03919 | | D | N | | | | TRAVEL-CONF.-SCH | 208.45005.0333 |
| | | | VENDOR TOTAL | 132.90 | | *CHECK TOTAL | | | | | | | | |
| | | | | 132.90 | | | | | | | | | | |
| WINDSTREAM | | | 002100 | | | | | | | | | | | |
| | 57833 | 12/11/19 | PHONE SERV-NOV | 233.10 | | STMT/11-19 | | D | N | | | | COMMUNICATIONS | 101.41409.0330 |
| | 57833 | 12/11/19 | PHONE SERV-NOV | 155.12 | | STMT/11-19 | | D | N | | | | COMMUNICATIONS | 230.43430.0330 |
| | 57833 | 12/11/19 | PHONE SERV-NOV | 86.49 | | STMT/11-19 | | D | N | | | | COMMUNICATIONS | 651.48484.0330 |
| | | | VENDOR TOTAL | 474.71 | | *CHECK TOTAL | | | | | | | | |
| | | | | 474.71 | | | | | | | | | | |
| 5 STAR WALT'S LLC | | | 000790 | | | | | | | | | | | |
| | 57834 | 12/11/19 | CAR WASH | 9.50 | | POLICE/11-19 | | D | N | | | | MTCE. OF EQUIPME | 101.42411.0334 |
| 8 X 8 INC | | | 003556 | | | | | | | | | | | |
| | 57835 | 12/11/19 | SIP LINE-NOV | 235.80 | | 2536401 | | D | N | | | | COMMUNICATIONS | 101.41409.0330 |

ACS FINANCIAL SYSTEM
12/11/2019 13:09:34

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR
GL540R-V08.12 PAGE 19

| VENDOR NAME AND NUMBER | CHECK# | DATE | DESCRIPTION | AMOUNT | CLAIM | INVOICE | PO# | F | S | 9 | BX | M | ACCOUNT NAME | ACCOUNT |
|------------------------|--------|------|-------------|--------------|-------|---------|-----|---|---|---|----|---|--------------|---------|
| REPORT TOTALS: | | | | 1,519,913.38 | | | | | | | | | | |

RECORDS PRINTED - 000467

ACS FINANCIAL SYSTEM
12/11/2019 13:09:34

Vendor Payment History Report

CITY OF WILLMAR
GL060S-V08.12 RECAPPAGE
GL540R

FUND RECAP:

| FUND | DESCRIPTION | DISBURSEMENTS |
|-----------------|------------------------------|---------------|
| 101 | GENERAL FUND | 345,911.32 |
| 208 | CONVENTION & VISITORS BUREAU | 24,780.48 |
| 230 | WILLMAR MUNICIPAL AIRPORT | 4,636.65 |
| 235 | WILLMAR MAIN STREET | 2,196.71 |
| 295 | COMMUNITY INVESTMENT | 18.00 |
| 350 | RICE HOSPITAL DEBT SERVICE | 563,396.23 |
| 419 | S.A.B.F. - #2019 | 530,930.34 |
| 651 | WASTE TREATMENT | 48,061.87 |
| 803 | COMM EMERGENCY RESPONSE TEAM | 18.22 CR |
| TOTAL ALL FUNDS | | 1,519,913.38 |

BANK RECAP:

| BANK | NAME | DISBURSEMENTS |
|-----------------|---------------|---------------|
| HERT | HERITAGE BANK | 1,519,913.38 |
| TOTAL ALL BANKS | | 1,519,913.38 |

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 | |
|----------|-------------|---|--|---|---|------------------|------------|
| WI029038 | 11/5/2019 | Pafraath/Justin 307 11th St NW | 95-009-1240 Lot 5, Block 134 Second Addition To Willmar | Reroofing Residential Add/Alter | Residential Reroof | \$8,000.00 | \$34.00 |
| WI029130 | 11/5/2019 | Espinoza/Santos 813 7th St SW | 95-090-0300 Booth's Addition To Willmar | Reroofing Residential Add/Alter | Residential Reroof | \$2,500.00 | \$31.25 |
| WI029171 | 11/14/2019 | Andrew Hendrickson 416 6th St SW | 95-003-6310 Block 52 Willmar, Town Of (Original) | Alteration Commercial Add/Alter | Remodel Office Building | \$9,500.00 | \$272.46 |
| WI029193 | 11/15/2019 | Dasota Group Inc 412 19th Ave SW | 95-922-6840 | Reroofing Commercial Add/Alter | Commercial Reroof | \$12,800.00 | \$206.15 |
| WI029226 | 11/14/2019 | Molash/Tommy L & Amy D 716 Ella Ave NW | 95-540-0370 Block 3 Nelson's Addition -Erick Nilson's | Siding Residential Add/Alter | Residential Reside | \$500.00 | \$51.00 |
| WI029244 | 11/7/2019 | City Of Willmar 301 Becker Ave SW | 95-003-5970 Willmar, Town Of (Original) | Alteration Commercial Add/Alter | Commercial Remodel - Carris Health Pharmacy Project | \$231,037.00 | \$2,049.58 |
| WI029260 | 11/27/2019 | Zimmer/Simon J & Gloria 913 Richland Ave SW | 95-688-0020 Lot 2, Block 1 Prairie View North | Reroofing Residential Add/Alter | Residential Reroof | \$2,000.00 | \$31.00 |
| WI029261 | 11/27/2019 | Klasen/Thomas G & Lylas M 915 Richland Ave SW | 95-688-0010 Lot 1, Block 1 Prairie View North | Reroofing Residential Add/Alter | Residential Reroof | \$2,000.00 | \$31.00 |
| WI029262 | 11/4/2019 | Rh Olsen Holdings, Llc 325 Lakeland Dr NE | 95-912-0960 | Alteration Industrial Add/Alter | Reinforce Roof for Sprinkler System, & Window Replacement | \$16,000.00 | \$399.46 |
| WI029283 | 11/4/2019 | Kensington Bank 2800 1st St S | 95-927-0020 | Fire Suppression System Commercial Add/Alter | Replace existing Fire Alarm Panel | \$1,500.00 | \$49.50 |
| WI029288 | 11/4/2019 | Bnsf Railway Company 400 Pacific Ave SW | 95-915-2600 | Alteration Commercial Add/Alter | Remodel - BNSF Railroad Office Building | \$400,000.00 | \$4,138.96 |

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 |
|----------|-------------|--|---|--------------------------------------|--|----------------------------|
| WI029290 | 11/1/2019 | Marti/Gerald E & Fay 417 12th St SW | 95-006-5830 Lot 9, Block 101 First Addition To The Town Of Willmar | Reroofing Residential Add/Alter | Residential Reroof | \$3,000.00 \$31.50 |
| WI029291 | 11/4/2019 | Aehm Llc 2605 15th Ave NW | 95-135-1160 Block 5 College View | Fire Suppression System Apartment | Fire Alarm System - Suite Liv'n | \$4,824.00 \$167.00 |
| WI029292 | 11/6/2019 | Eddy/Aaron J & Lilia R 617 25th St SE | 95-668-4740 Lot 4, Block 1 Pheasant Run | Deck Residential Add/Alter | Residential Deck | \$7,000.00 \$209.34 |
| WI029295 | 11/4/2019 | Peeterse/Jessica J 606 7th St NW | 95-300-0040 Lot 4 Harris Subd. Of Seminary | Reroofing Residential Add/Alter | Residential Reroof | \$6,500.00 \$33.25 |
| WI029296 | 11/4/2019 | Breimon/Norman R & Barbara J 904 Willmar Ave SE | 95-670-0400 Lot 20, Block 2 Pleasant View Addition | Reroofing Residential Add/Alter | Residential Reroof | \$9,000.00 \$34.50 |
| WI029298 | 11/12/2019 | Minnwest Technology Campus Man 1721 Technology Dr NE | 95-508-2030 Minnwest Technology Campus, Cic #40 | Alteration Commercial Add/Alter | Interior Remodel - 2nd & 3rd Floor | \$48,680.00 \$957.83 |
| WI029299 | 11/12/2019 | Minnwest Technology Campus Man 1721 Technology Dr NE | 95-508-2030 Minnwest Technology Campus, Cic #40 | Commercial/Ind Alt/Remodel | Commercial HVAC - Remodel 2nd & 3rd Floor | \$50,000.00 \$525.00 |
| WI029301 | 11/5/2019 | Koosman'S Construction Co 904 17th St SE | 95-176-0020 Lot 2, Block 1 Emerald Pond | New New Two-Family Dwelling | | \$350,476.00 \$3,709.95 |
| WI029302 | 11/5/2019 | Koosman'S Construction Co 904 17th St SE | 95-176-0020 Lot 2, Block 1 Emerald Pond | Two Family Residence New | | \$0.00 \$261.00 |
| WI029303 | 11/5/2019 | Koosman'S Construction Co 904 17th St SE | 95-176-0020 Lot 2, Block 1 Emerald Pond | Two Family Residence New | | \$350,476.00 \$176.24 |
| WI029304 | 11/7/2019 | Albrecht/Beverly R 904 3rd St SW | 95-280-1020 Lot 2, Block 6 Hanson`s Addition To Willmar | Single Family Replace | Gas Furnace Replacement | \$3,500.00 \$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 |
|----------|-------------|--|---|-------------------------------------|---|-------------------------|
| WI029305 | 11/6/2019 | His Land Company, Llc 1005 19th Ave SE | 95-143-0420 Lot 2, Block 3 Dana Heights | Reroofing Residential Add/Alter | Residential Reroof | \$4,000.00 \$32.00 |
| WI029306 | 11/13/2019 | Zook/Amy J & Jason Miles 808 13 1/2 Ave SW | 95-750-0710 Sub-Div. N1/2 Of Ne1/4 | Alteration Residential Add/Alter | Bathroom Remodel | \$10,000.00 \$272.71 |
| WI029308 | 11/14/2019 | Andrew Hendrickson 416 6th St SW | 95-003-6310 Block 52 Willmar, Town Of (Original) | Commercial/Ind Alt/Remodel | Add Two Restrooms | \$0.00 \$91.00 |
| WI029309 | 11/13/2019 | Steinbeisser Properties Llc 721 Litchfield Ave SW | 95-003-4620 Block 40 Willmar, Town Of (Original) | Alteration Commercial Add/Alter | Commercial Remodel - Steinbeisser Repair | \$39,000.00 \$804.49 |
| WI029311 | 11/13/2019 | Steinbeisser Properties Llc 721 Litchfield Ave SW | 95-003-4620 Block 40 Willmar, Town Of (Original) | Commercial/Ind Replace | Replace Water Heater | \$0.00 \$91.00 |
| WI029312 | 11/13/2019 | Steinbeisser Properties Llc 721 Litchfield Ave SW | 95-003-4620 Block 40 Willmar, Town Of (Original) | Commercial/Ind Replace | Install 2 furnaces | \$29,960.00 \$314.58 |
| WI029313 | 11/18/2019 | Carbert/Patrick C & Angela M 725 4th St SW | 95-006-3910 Block 84 First Addition To The Town Of Willmar | Single Family Replace | Gas Furnace Replacement | \$2,600.00 \$31.00 |
| WI029314 | 11/14/2019 | Mackenzie/Oliver W & J 1015 13th Ave SW | 95-690-1320 Block 7 Ramblewood Addition | Single Family Replace | Gas Furnace Replacement | \$3,585.00 \$31.00 |
| WI029315 | 11/14/2019 | Valenzuela Solis/J/& Tamara 406 Julii St SE | 95-220-1530 Block 11 Ferring's Addition | Single Family Replace | Gas Furnace Replacement | \$3,940.00 \$31.00 |
| WI029316 | 11/14/2019 | Krause/Gleva 2201 10th St SW | 95-688-0210 Lot 1, Block 2 Prairie View North | Single Family Replace | Gas Furnace Replacement / Garage Heater | \$2,232.00 \$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 | |
|----------|-------------|--|--|------------------------------------|--|------------------|---------|
| WI029317 | 11/14/2019 | Hallman/Kyla L 805 11 1/2 Ave SE | 95-230-0360 Block 2 Gesch Addition | Single Family Replace | Gas Furnace Replacement | \$8,882.00 | \$31.00 |
| WI029318 | 11/14/2019 | Thompson/Mabel 1300 Elizabeth Ave SE | 95-160-0120 Lot 12, Block 1 East Park Addition | Single Family Replace | Gas Furnace Replacement | \$3,573.00 | \$31.00 |
| WI029319 | 11/14/2019 | Salazar/Jesus E/& M D Uvalle 715 14th St SW | 95-006-7860 Block 116 First Addition To The Town Of Willmar | Single Family Replace | Gas Furnace Replacement | \$3,568.00 | \$31.00 |
| WI029320 | 11/14/2019 | Schrade/Patricia L 125 High Ave NE | 95-450-0050 Block 1 Lakeside Addition | Single Family Replace | Gas Furnace & A/C Replacement | \$7,474.00 | \$56.00 |
| WI029321 | 11/14/2019 | Leitch/Glenn & Tori 3005 Eagle Ridge Dr E | 95-148-0740 Lot 5, Block 1 Eagles Landing | Single Family Replace | Gas Furnace & A/C Replacement | \$11,552.00 | \$56.00 |
| WI029322 | 11/14/2019 | Emami/Ehsanollah/& A Memar 1800 Country Club Dr NE | 95-467-0020 Lot 2, Block 1 Lakewood | Reroofing Residential Add/Alter | Residential Reroof | \$8,500.00 | \$34.25 |
| WI029323 | 11/21/2019 | Anderson/Troy E & Lisa L 3318 Eagle Ridge Dr W | 95-149-0640 Lot 5, Block 1 Eagles Landing Twin Addition | Single Family Replace | Gas Furnace Replacement | \$3,998.00 | \$31.00 |
| WI029324 | 11/21/2019 | Mark Muldrow 1303 Gorton Ave NW | 95-009-0100 Block 125 Second Addition To Willmar | Single Family Alt/Remodel | Replace Water heater and Sewer Line | \$0.00 | \$71.00 |
| WI029325 | 11/22/2019 | 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 | \$7,250.00 | \$53.63 |
| WI029326 | 11/20/2019 | Pitzen/Ed/,L & D Ostersaas 341 17th St NW | 95-146-0170 Lot 7, Block 2 District 347-17th St Nw 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 |
|----------|-------------|---|--|--|--------------------------------------|-------------------------|
| WI029327 | 11/19/2019 | Deblieck/Bruce N & Phillis M 820 7th St NW | 95-540-0190 Block 2 Nelson's Addition -Erick Nilson's | Siding Residential Add/Alter | Residential Reside | \$10,000.00 \$55.00 |
| WI029328 | 11/21/2019 | Elliott/Lindsey 1608 7th St SW | 95-664-0620 Block 4 Perkins 4th Addition | Single Family Replace | Gas Furnace Replacement | \$4,805.00 \$31.00 |
| WI029329 | 11/21/2019 | Lankenau/Victoria 521 2nd St SE | 95-740-0980 Block 7 Spicer's Addition | Single Family Replace | Gas Furnace Replacement | \$3,783.00 \$31.00 |
| WI029332 | 11/21/2019 | Passion Properties Llc 1506 Upper Trentwood Cir NE | 95-828-2010 Lot 2, Block 1 Trentwood Estates | Storage Shed Garage/Shed | 12 X 20 Storage Shed | \$10,732.00 \$293.71 |
| WI029333 | 11/22/2019 | Fauskee/Thomas A & Gretchen 601 26th Ave NE | 95-137-0190 Block 2 Country Club Terrace | Reroofing Residential Add/Alter | Residential Reroof | \$22,000.00 \$41.00 |
| WI029335 | 11/22/2019 | Gilbertson/Marvin & M L 927 4th St SE | 95-250-1530 Lot 13, Block 7 Glarum's Addition To Willmar | Reroofing Residential Add/Alter | Residential Reroof | \$2,100.00 \$31.05 |
| WI029336 | 11/22/2019 | Rytel/Stanislaw & Grazyna 1014 6th St SW | 95-090-1440 Booth's Addition To Willmar | Deck Residential Add/Alter | Residential Deck | \$1,000.00 \$58.34 |
| WI029343 | 11/27/2019 | Carranza/Israel 2304 21st Ave SW | 95-601-0125 Lot 19, Block 2 Ortenblad's Homesites | Finish Basement Residential Add/Alter | Add bedroom, Family room and storage | \$3,500.00 \$145.71 |

Count: 50

Totals: \$1,732,327.00 \$16,294.94

Year-to-Date Summary (1/1/2019 through 11/30/2019)

Count: 624

YTD Totals: \$60,395,254.00 \$535,127.43

Willmar Charter Commission
Minutes of Meeting
City Office Building
Willmar, Minnesota

June 11, 2019

The Willmar Charter Commission was called to order by Chairman Kevin Halliday. Members present were Kevin Halliday, Kelly Welch, Dan Reigstad, Karla Tinklenberg, Richard Engan, Carol Parker, Richard Falk, and Dwayne Rumney. Present 8 Absent 1. Pat Curry was excused from the meeting.

Also in attendance was City Clerk Judy Thompson, City Planner Sarah Swedburg, Planning Commission Chair Steve Gardner, and Carris Health-Rice Memorial Hospital CEO Mike Schramm and Rice Hospital Board Member Andrea Pieske.

Item 1 Call Meeting to Order

Chairman Halliday called the meeting to order at 1:30 p.m.

Item 2 Approve Minutes of August 28, 2018

Commissioner Falk moved to approve the minutes of August 28, 2018, as printed. Commissioner Rumney seconded the motion, which carried.

Chairman Halliday recapped the actions taken regarding Section 4.03 Park and Recreation Board. He stated the Ordinance was introduced to the City Council on September 4, 2018, a public hearing was held on October 1, 2018, and the Ordinance was adopted. He noted the Ordinance did not become effective until January 9, 2019, which met the 90-day after the second publication requirement.

In addition, Chairman Halliday referred to the Commission's desire for clarification of Section 4.04, Subdivision 4, if the Charter was rock solid in requiring the citizens to vote on the transfer of the hospital with the statement of "subject to overriding power of the Council". Commissioner Welch read a portion of the email from City Attorney Robert Scott concerning this statement. "In considering Section 4.04 in its entirety, it is clear that the Council may not sell RMH "without the approval of the voters in a referendum" under subdivision 4. Subdivision 4's reference to the "overriding power of the Council" cannot be interpreted as allowing the Council to escape the referendum requirement because such an interpretation would fail to give effect to the rest of the limiting clause of the second sentence in the subdivision. The Council itself recognized this interpretation of subdivision 4 when it entered into its affiliation with Carris Health (see Resolution No. 17-131, Finding #5), and specifically included a provision in the lease that all applicable charter requirements (including a referendum) be satisfied before such Carris could complete a purchase of RMH under an option included in the lease." City Attorney Robert Scott's clarification was satisfactory to the Commissioners .

Item 3 Election of Officers

Chairman Halliday requested nominations for the 2019 Officers.

Commissioner Reigstad nominated Chairman Halliday for the position of Chairman. Commissioner Welch seconded the motion. There being no further nominations, with a verbal vote, Commissioner Halliday was elected Chairman by a vote of Ayes 8, Noes 0.

Commissioner Rumney nominated Commissioner Welch for the position of Vice Chair. Commissioner Engan seconded the motion. There being no further nominations, with a verbal vote, Commissioner Welch was elected Vice Chair by a vote of Ayes 8, Noes 0.

Commissioner Welch nominated Commissioner Reigstad for Secretary. Commissioner Falk seconded the motion. There being no further nominations, with a verbal vote, Commissioner Reigstad was elected Secretary by a vote of Ayes 8, Noes 0.

Item 4 Rice Hospital Board Report

Chairman Halliday explained that in years previous, the residents of Willmar voted 90% to 10% not to sell the hospital. Since the City now has a new lease with Carris Health, the City's financial statements no longer include Rice Hospital. Carris Health- Rice Hospital CEO Mike Schramm and Rice Hospital Board Member Andrea Pieske presented a report on the various changes.

Ms. Pieske reported to the Commission that the original Rice Hospital Board is now known as the Legacy Board to separate themselves from the Carris Health Board. The Carris Health Board consists of Rice, APMC, and Centra Care representatives. The Legacy Board remains as in the past with seven members, all residents of the City with the exception of the physician. The current board physician is Dr. Lee Cafferty. The Board Members are: Andrea Pieske, Board Chair, John Saunders, Peggy Sietsema, Tony Ogdahl, Shane Johnson, and Ken Behm. Audrey Nelsen is the Council Representative.

The Legacy Board gives a report to the City Council after each quarterly meeting. Carris Health Board meets every other month.

The Board's function is to be the liaison from hospital, hospital administration, and hospital staff to the City government, and the Board responds to the requests from the City. The Board receives attention to the rent payment and intergovernmental transfer payment with all payments being current.

The Board has service commitments that were clearly defined by Rice Hospital when Carris Health was being developed. The Board will continue obstetrical services, pediatric care, build the rehab program, adult health care, psychiatric services and more.

Rice Hospital is known, in new branding, as Carris Health Rice Memorial Hospital. Rice Memorial is dictated in the language in the original trust from the patron who began the hospital and who has a portrait in the hospital, which will remain.

Also important to the Rice Memorial Hospital Board is to clearly understand the Capital Investments and what is happening with our infrastructure. The Carris Health Board is responsible for the operations of the hospital. Carris Health is investing in the community and has \$10.2 million dollars invested in the infrastructure of the Rice Hospital Campus together with the Rice Care Center for the new boiler systems.

Mr. Schramm explained that the \$10.2 is a part of it and that the operating lease called for \$32 million over ten years that will be invested in capital to Rice Hospital. The purpose of the Legacy Board has changed since the original agreement. Mainly, the fiduciary responsibility that was formally resting with the Rice Memorial Board with the ultimate back stop being the City Council, is now with the Carris Health Board.

The Rice Memorial Board has responsibilities to oversee key provisions of the operating lease to make sure they are compliant with capital being invested, services being provided, and principle and interest payments made on the debt, which are all key financial provisions the Rice Memorial Board needs to oversee.

Chairman Halliday inquired if they are working the capital infusion with the City Planning Commission the way the old hospital board used to. Mr. Schramm explained that anything that would be appropriate to work with the Planning Commission on various projects remains the same. Mr. Schramm explained that all capital projects that would be done on the Rice campus need to be approved by the Rice Hospital Board.

Ms. Pieske commented on the future needs for the Cancer Center maintaining a level of excellence, positive changes, and hopes for recruiting with the investment in the structure.

Commissioner Tinklenberg inquired how concerns would be reported to the Carris Health Board. The Commission was informed that the current configuration provides for continuity with leadership providing updates and reports to the Rice Memorial Board for good communication. Carris Health Board consists of an eleven member board, four from the Rice Legacy Board, four from the APMC Board, the CEO of Centra Care, the Chief Operating Officer and representative from the Redwood Falls area.

Commissioner Falk questioned the reason why a member would be allowed to be part of the Carris Health Board if they lived out of state. The Commission was informed that the provisions of the Carris Health Board are specific to geography and members are determined by the Carris Health Board. Commissioner Falk also questioned the daily census. The Commission was informed that the daily census has gone down averaging around thirty with a shift because of inpatient and outpatient procedures.

Commissioner Welch asked what the five year outlook is for Carris Health and Rice Memorial Hospital. Mr. Schramm informed the Commission that within health care, being positioned to provide for the needs of a broader population is at the highest level what a health system needs to be looking at. In the future, they will be paid on value and not volume as is currently.

Item 5 Review Section 4.02 Subdivision 4

Chairman Halliday read a portion of Section 4.02 Subdivision 4, "Recommend Capital Improvements. The Commission shall prepare and submit annually to the Council and to the Rice Memorial Hospital Board and Municipal Utilities Commission where appropriate, a recommended capital improvements report which shall contain recommended capital improvements which in the opinion of the Commission are necessary or desirable in the forthcoming five (5) year period. The report shall include estimated budget requirements for such improvements, and it may contain a priority list and an arrangement of such improvements with respect to the year they are recommended to begin."

Chairman Halliday asked for discussion on this section since Planning Commission Chair Steve Gardner and Mike Schramm were in attendance. Mr. Gardner stated that it is by State Statute that the Planning Commission be involved in capital improvements. There are areas where it is appropriate for the Planning Commission to be part of the fit and the overall comprehensive land use plan of the City. There are practical limits the Commission should look at, such as, a sale and disposal of City-owned property prior to going to the City Council. Mr. Schramm stated that if there were ever anything in question, such as the operating lease, he would refer to legal counsel subject to change.

Planner Sarah Swedburg commented that the process of the Capital Improvement Planning has slightly changed with the ranking of projects from the Department Heads. In the past, the Planner would receive all capital improvement plans, from the City's standpoint, from the directors and the Planning Commission would compile the information for the Council. Today, the directors rank items and submit their report to the Planning Commission. The Planning Commission then decides if the director's report aligns with the comprehensive plan.

The Commission recessed at 2:24 p.m. and reconvened at 2:27 p.m.

Item 6 Review Section 4.02. Subdivision 8

Chair Halliday stated the portion of Section 4.02, Subd. 8, that any kind of activity with a "lease for a period in excess of three (3) years until the same shall have been submitted to and approved by the Commission". Chair Halliday was concerned that this is not happening, as there are four year Ag leases at this time, with his suggestion to bring this clause to the attention of the administration to ensure these are being submitted to and approved by the Planning Commission.

Item 7 Review Section 4.01

Chair Halliday reminded the Commission that with concerns to the portion of Section 4.01 which states "With the exception of the licensed physician representing the Hospital Board, members shall be residents of the City" The Carris Health Board is not a City board so they do not need to abide by this section of the Charter.

After discussion of Sections 4.01, 4.02. Subd. 4, and 4.02. Subd. 8, the Commission agreed to leave them as they are written.

Item 8 Update on League of Minnesota Cities Insurance Trust Data Base

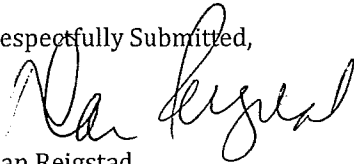
City Clerk Judy Thompson updated the Commission that the all the City Charters have been indexed and moved to the League's new Laserfiche platform. On July 1, 2019, the platform will be rolled out to League personnel. The road map for this project is to test internally and then provide access to their members closer to the end of 2019.

Item 9 Adjourn

With no other business to come before the Commission, Commissioner Falk moved to adjourn the meeting at 2:41 p.m. Commissioner Engen seconded the motion, which carried.

Chair Halliday stated that the Charter Commission will meet as needed, with no future meeting scheduled at this time.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Dan Reigstad". The signature is written in a cursive style with a large initial "D".

Dan Reigstad
Secretary

Application for Appointment to City Board/Committee/Commission

Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed: (If more than one, please number in order of choice - Applications are kept on file for two years)

- _____ Airport Commission (meets monthly)
- _____ Community Education & Recreation Joint Powers Board (meets monthly)
- _____ City/County Economic Development Operations Board (meets monthly)
- _____ Housing and Redevelopment Authority (meets monthly)
- 1 _____ Municipal Utilities Commission (meets bi-monthly)
- _____ Pioneerland Library System Board (meets monthly)
- _____ Planning Commission (meets bi-monthly)
- _____ Police Civil Service Commission (meets first Monday in February each year and on as-needed basis thereafter)
- _____ Rice Memorial Hospital (meets bi-monthly)
- _____ Zoning Appeals Board (meets monthly)
- 2 _____ Ad hoc Task Forces (will be posted and will meet on an as-needed basis)

Applicant Information

Name: Cole Erickson Date of Application: 11-27-19
 Address: 1112 Monongalia Ave SW Phone No. (320) 262-9248
 (must be a resident of the City of Willmar)
 Email: cerickson@wccpas.net

What prompted you to make application for a citizen committee? I have been looking for an opening on a local board for a while & heard about this opportunity through a coworker.

Briefly tell us why you want to serve on this Board/Committee/Commission: I would like to be a part of something that has an impact on my community. I do also gain a better understanding & experience of working on a board/municipality.

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

I think my experiences in public accounting would be beneficial to budgeting & operation. I served as a Boy Scout camp counselor for several years & ran a small crew of lawn maintenance professionals. Through those leadership roles I gained experience in management and planning.

List your educational background:

Bachelor of Science in Accounting

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

NEXT - Marketing Committee

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

staff Accountant
Westberg Eischens
2630 1st St S
Willmar, MN 56207

Please return completed application to:

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

Or fax completed forms to:

(320) 235-4917

CITY HALL TASK FORCE MEETING SUMMARY

Approved: 12-3-19

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?

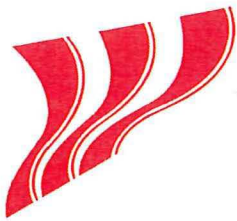
Following discussion, Shawn Mueske made a motion contingent on if the City Council approves this site, that staff be directed to proceed with a Construction Manager at Risk for City Hall and the Community Center as a combined facility. Fernando Alvarado seconded the motion, which carried.

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



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: December 16, 2019 |
| From: Shelly Huseby, Chair of Human Rights Commission | Agenda item: Consenting to Continued Initial Resettlement of Refugees |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution consenting to continued initial resettlement of refugees in Willmar, Minnesota.

HISTORY: President Trump issued Executive Order 13888 on Enhancing State and Local Involvement in Refugee Resettlement, a policy that permits state and local government officials, with limited exceptions, to support the resettlement of refugees into their areas.

On November 19, 2019, the City of Willmar Human Rights Commission met and discussed their support for refugees and encouraging continued resettlement in Willmar. The Commission unanimously supports a resolution whereby Willmar consents to the initial resettlement of refugees and a copy of this resolution to be transmitted to the US Department of State, Bureau of Population, Refugees and Migration.

FINANCIAL IMPACT: NA

ALTERNATIVES:

1. Not support the resolution of resettlement

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: NA

COUNCIL MEETING DATE: December 16, 2019

RESOLUTION NO. ___

**A RESOLUTION CONSENTING TO CONTINUED INITIAL RESETTLEMENT
OF REFUGEES IN WILLMAR, MINNESOTA**

Motion By: _____ Second By: _____

WHEREAS, Willmar has welcomed refugees facing religious, ethnic and political persecution for many years; and

WHEREAS, Willmar recognizes that having families reunited builds a stronger community; and

WHEREAS, by definition, refugees are individuals who have been forced to flee their home country due to persecution based on their race, religion, nationality, political opinion, or social group; and

WHEREAS, resettlement is the last resort for refugees who cannot return to their home country and cannot rebuild their lives where they first fled; and

WHEREAS, Willmar is currently the home of resettled refugees who may be joined by family members from which they have been separated; and

WHEREAS, community members, families, local organizations and faith-based institutions have supported the arrival and integration of refugee families for several years; and

WHEREAS, Willmar supports healthy families which supports and embraces a healthy community; and

WHEREAS, refugees have a significant net positive effect on the local economy.

BE IT RESOLVED by the City Council of the City of Willmar, that with regards to federal Executive Order 13888 "On Enhancing State and Local Involvement in Resettlement," the Council of the City of Willmar consents to the initial resettlement of refugees and a copy of this resolution will be transmitted to the US Department of State, Bureau of Population, Refugees, and Migration.

Dated this 16th day of December, 2019.

Mayor

Attest:

City Clerk

PUBLISHED DOCUMENT

Start Printed Page 52355

Executive Order 13888 (/executive-order/13888) of September 26, 2019

Enhancing State and Local Involvement in Refugee Resettlement

By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered as follows:

Section 1. Purpose. In resettling refugees into American communities, it is the policy of the United States to cooperate and consult with State and local governments, to take into account the preferences of State governments, and to provide a pathway for refugees to become self-sufficient. These policies support each other. Close cooperation with State and local governments ensures that refugees are resettled in communities that are eager and equipped to support their successful integration into American society and the labor force.

The Federal Government consults with State and local governments not only to identify the best environments for refugees, but also to be respectful of those communities that may not be able to accommodate refugee resettlement. State and local governments are best positioned to know the resources and capacities they may or may not have available to devote to sustainable resettlement, which maximizes the likelihood refugees placed in the area will become self-sufficient and free from long-term dependence on public assistance. Some States and localities, however, have viewed existing consultation as insufficient, and there is a need for closer coordination and a more clearly defined role for State and local governments in the refugee resettlement process. My Administration seeks to enhance these consultations.

Section 6(d) of Executive Order 13780 (/executive-order/13780) of March 6, 2017 (Protecting the Nation from Foreign Terrorist Entry into the United States), directed the Secretary of State to determine the extent to which, consistent with applicable law, State and local jurisdictions could have greater involvement in the process of determining the placement or resettlement of refugees in their jurisdictions, and to devise a proposal to promote such involvement.

I have consulted with the Secretary of State and determined that, with limited exceptions, the Federal Government, as an exercise of its broad discretion concerning refugee placement accorded to it by the Constitution and the Immigration and Nationality Act, should resettle refugees only in those jurisdictions in which both the State and local governments have consented to receive refugees under the Department of State's Reception and Placement Program (Program).

Sec. 2. Consent of States and Localities to the Placement of Refugees. (a) Within 90 days of the date of this order, the Secretary of State and the Secretary of Health and Human Services shall develop and implement a process to determine whether the State and locality both consent, in writing, to the resettlement of refugees within the State and locality, before refugees are resettled within that State and locality under the Program. The Secretary of State shall publicly release any written consents of States and localities to resettlement of refugees.

(b) Within 90 days of the date of this order, the Secretary of State and the Secretary of Health and Human Services shall develop and implement a process by which, consistent with 8 U.S.C. 1522 (<https://www.govinfo.gov/link/uscode/8/1522?type=usc&year=mostrecent&link-type=html>)(a)(2)(D), the State and the locality's consent to the resettlement of refugees under the Program is taken into account to the maximum extent consistent with law. In particular, that process shall provide that, if either a State or

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locality has not provided consent to receive refugees under the Program, then refugees should not be resettled within that State or locality unless the Secretary of State concludes, following consultation with the Secretary of Health and Human Services and the Secretary of Homeland Security, that failing to resettle refugees within that State or locality would be inconsistent with the policies and strategies established under 8 U.S.C. 1522 (<https://www.govinfo.gov/link/uscode/8/1522?type=usc&year=mostrecent&link-type=html>) (a)(2)(B) and (C) or other applicable law. If the Secretary of State intends to provide for the resettlement of refugees in a State or locality that has not provided consent, then the Secretary shall notify the President of such decision, along with the reasons for the decision, before proceeding.

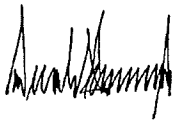
(c) Subsection (b) of this section shall not apply to the resettlement of a refugee's spouse or child following to join that refugee pursuant to 8 U.S.C. 1157 (<https://www.govinfo.gov/link/uscode/8/1157?type=usc&year=mostrecent&link-type=html>)(c)(2)(A).

Sec. 3. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

- (i) the authority granted by law to an executive department or agency, or the head thereof; or
- (ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.



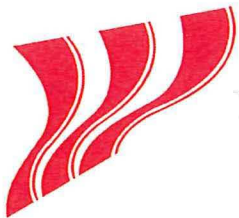
(<https://s3.amazonaws.com/images.federalregister.gov/Trump.EPS/original.png>)

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THE WHITE HOUSE, September 26, 2019. Filed 9-30-19; 11:15 am]
[FR Doc. 2019-21505 (/a/2019-21505)

Billing code 3295-Fo-P

PUBLISHED DOCUMENT



CITY COUNCIL AGENDA REPORT

| | |
|--|---|
| To: Mayor and City Council | Date: 12/16/2019 |
| From: Aaron A. Backman, Executive Director Kandiyohi County and City of Willmar Economic Development Commission | Agenda Item: State of Minnesota’s IBDPI Grant Award and Contract between the MN Dept. of Employment & Economic Development (DEED) and the City of Willmar for the Epitopix Utility Extension |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to authorize the City of Willmar to enter into agreement with the State of Minnesota’s Department of Employment & Economic Development (DEED) for the Innovative Business Development Public Infrastructure (IBDPI) grant award of \$1,300,000 to extend sanitary sewer service to the Epitopix production facility.

HISTORY: Epitopix, LLC is a privately-held company located in Willmar, and is an affiliate of Vaxxinova, a company based in the Netherlands. Epitopix produces veterinary vaccines for the agricultural sector, selling vaccine throughout the U.S. for use in poultry, cattle, and swine. The company currently holds over 50 U.S. and worldwide patents on their biotechnology products. The parent company plans to accelerate Epitopix’s growth in animal vaccines and is prepared to invest over \$15 million in Willmar in capital investment and add 17 well-paying biotech jobs within Kandiyohi County. However, they cannot make that investment if there is inadequate sewer service to the site.

PROJECT BACKGROUND: Based upon Bolton & Menk calculations, the estimated costs for extending city sewer service to the Epitopix production facility on 45th Street is approximately \$1.3 million for the sewer line. On September 25th the EDC submitted a grant application requesting \$1.1 million in funding from the Innovative BDPI program at MN DEED. Subsequently the DEED program manager indicated that he wanted a revised grant application reflecting the state grant paying for solely the sanitary sewer. On October 3rd the EDC submitted a revised Innovative BDPI grant application requesting \$1.3 million in funding for just the sanitary sewer line.

On October 25th the EDC received word that the DEED Commissioner Steve Grove had approved the IBDPI grant with the City of Willmar for the Epitopix sewer extension for the full \$1.3 million request. The City Attorney, City staff and the EDC have now reviewed the grant agreement. The final legal description does not have to be added to Exhibit A before the grant agreement is signed. The City of Willmar does have flexibility to adjust the path of the sewer line (it is proposed to be in the MnDOT ROW).

FINANCIAL IMPACT: The preferred route is approximately 6,400 linear feet of sanitary sewer (8 and 10-inch sewer main, exc. service lines) would go from Epitopix, south along 45th Street NW, turn east, traversing on the north side of the new Hwy 12, and ending at the main north-south interceptor sewer line. Total cost is approximately \$1,300,000.

ALTERNATIVES:

1. Approve the resolution accepting the grant and the City's signing of the State of Minnesota's contract for DEED IBDPI Grant
2. Delay action for further information
3. Do not approve the contract

REVIEWED BY: David Ramstad, Director of Planning and Development Services; Brian Gramentz, City Administrator

COMMITTEE MEETING DATES: Finance Committee approved adding the \$1.3 million to the 2020 Budget on 12/5/19

COUNCIL MEETING DATE: 12/16/2019

**Minnesota Department of Employment and
Economic Development**

**Innovative Business Development Public
Infrastructure Grant Program**

General Obligation Bond Proceeds

**Grant Agreement - Construction Grant
for the
Willmar – Epitopix IBDPI
Project**

GRANT #IBDP-19-0004-O-FY20

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General Obligation Bond Proceeds

**Grant Agreement – Construction Grant
Willmar - Epitopix IBDPI Project**

Grant #BDPI-19-0004-O-FY20

THIS AGREEMENT shall be effective as of October 22, 2019 and is between the City of Willmar, a home rule charter city (the “Public Entity”), and the Minnesota Department of Employment and Economic Development (the “State Entity”).

RECITALS

A. The State Entity has created and is operating the Innovative Business Development Public Infrastructure Program (the “State Program”) under the authority granted by Minn. Stat. § 116J.435 and all rules related to such legislation (the “State Program Enabling Legislation”).

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of **\$1,300,000** (the “Program Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program and, if applicable, delineated in that certain grant application (the “Grant Application”) that the Public Entity submitted October 9, 2019 to the State Entity.

F. Under the provisions contained in Minn. Stat. § 444.075, the Public Entity has been given the authority to perform those functions and activities required of it under the State Program and, if applicable, delineated in the Grant.

G. The Public Entity’s receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the “Real Property”) and, if applicable, structures situated thereon (the “Facility”) will cause the Public Entity’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. § 16A.695 (the “G.O. Compliance Legislation”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the “Commissioner’s Order”), even though such funds may

only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the [Willmar - Epitopix IBDPI Project](#) under the Innovative Business Development Public Infrastructure Program, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Architect”, if any - means the person/entity, which will administer the Construction Contract Documents on behalf of the Public Entity.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Completion Date” – means December 31, 2022, the date of projected completion of the Project.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” – means the work to be performed under the Construction Contract Documents.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Disbursement(s)” – means a disbursement made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to the State Entity when a Disbursement is requested, as referred to in Section 6.02.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means, Epitopix Sewer Extension Project which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value

of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment V** that the Public Entity submitted to the State Entity. *This definition is only needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Inspecting Engineer”, if any - means the State Entity's construction inspector, or its designated consulting engineer.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were*

left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portions thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is or X Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” - means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of **Kandiyohi**, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property and/or, if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.X, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement.

In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- Fee simple ownership of the Real Property.
- A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

- Fee simple ownership of the Facility.
- A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- Not applicable because there is no Facility.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- Acquisition of fee simple title to the Real Property.
- Acquisition of a leasehold interest in the Real Property.

- Acquisition of an easement for the Real Property.
- Improvement of the Real Property.
- Acquisition of fee simple title to the Facility.
- Acquisition of a leasehold interest in the Facility.
- Construction of the Facility.
- Renovation of the Facility.
- _____.
(Describe other or additional purposes.)

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.

V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

W. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

X. The Useful Life of the Real Property and, if applicable, Facility is 40 years.

Y. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a

document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles,

whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.

E. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

F. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.W.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 **Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 **Modification and/or Early Termination of Grant.** If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the Program Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such dates then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such dates then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section. 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents

are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.

B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.

D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in “private business use” under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 **Initial Term and Renewal.** The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract; provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV SALE

Section 4.01 Sale. The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if

applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 Proceeds of a Sale. Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that

such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V

COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 **State Bond Financed Property.** The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the GO Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty that could cause the interest on the GO Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof..

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order. In the event that the G.O. Compliance Legislation or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner’s Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity’s ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner’s Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 The Disbursements. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Disbursements from the Program Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the Program Grant. If the amount of Program Grant that the State Entity cumulatively disburses hereunder to the Public

Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to make Disbursements shall terminate as of the dates specified in such Section even if the entire Program Grant has not been disbursed by such dates.

Disbursements shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

It is the intent of the parties hereto that the rate of Disbursements shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Disbursements by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1
Cumulative Disbursements < (Program Grant) × (percentage of matching funds, if any, required under Section 7.23 that have been disbursed)

Formula #2
Cumulative Disbursements < (Program Grant) × (percentage of Project completed)

Section 6.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the Program Grant, which shall be no more often than twice each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition submitted at least 7 calendar days before the date the Disbursement is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Disbursements.

Notwithstanding anything herein to the contrary, no Disbursements for materials stored on or off the Real Property will be made by the State Entity unless the Public Entity shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and, if applicable, Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued. The State Entity will withhold ten percent of grant funds until reporting requirements outlined in 7.04 and 7.31 are met.

If on the date a Disbursement is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Disbursement to the Public Entity.

Section 6.03 Additional Funds. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Program Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 Conditions Precedent to Any Disbursement. The obligation of the State Entity to make any Disbursement hereunder (including the initial Disbursement) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Disbursement specifying the amount of funds being requested, which such amount when added to all prior requests for a Disbursement shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section

7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.

P. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.

Q. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 **Construction Inspections.** The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Disbursement has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the

Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of disbursement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike

manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of disbursement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Record Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

The Public Entity agrees to submit annual progress reports to the State Entity while the grant remains open. The reports will be submitted on forms provided by the Public Entity. A final report will be submitted upon project completion and ten percent of grant funds will be withheld until a complete final report, including jobs reporting referenced in Section 7.31, is submitted. Additionally, reports regarding expected job creation will be submitted for 60 months after grant completion, or until the expected jobs presented in the application are met.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Workers' Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 **Antitrust Claims.** The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 **Review of Plans and Cost Estimates.** The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in

law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results

thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity

or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Willmar
222 20th Street NW, PO Box 1783
Willmar, MN 56201
Attention: Judy Thmpson, or successor

To the State Entity at:

1st National Bank Building
332 Minnesota Street, Suite E200
St. Paul, MN 55155
Attention: Jeremy LaCroix, or successor

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the

Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

\$0

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or

contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the G.O. Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired

and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 **Project Completion Schedule.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 **Third-Party Beneficiary.** The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.28 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.30 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.31 **Jobs Reporting Requirements.** Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in **Attachment VI** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 7.32 **Additional Requirements. Attachment VII-The future use of the land in which the infrastructure serves must meet Minnesota Statute 2017-166J.431.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

Eligible Businesses. Businesses must be engaged in manufacturing, technology, warehousing and distribution, research and development, or agricultural processing in order to locate to any business or industrial park assisted with funds from this Agreement.

Business Recruiting. If applicable, the grant recipient agrees to not recruit or target a business currently located in another Minnesota community to relocate significant operations in the expanded industrial or business park. Furthermore, before any business that is within 30 miles of the expanded business park decides to relocate significant operations to the expanded business park, evidence that the current, host community for that business agreed that the current community could not accommodate the businesses' needs shall be secured and provided to the State. This provision shall apply for 24 months after the expanded business park is completed.

Conflict of Interest. The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn.Stat. §16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 [Conflict of Interest Policy for State Grant-Making](#). When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

Organizational conflicts of interest occur when:

- a Grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties.
- a Grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties.
- a Grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Organizational conflicts include any individual part of the Grantee.

Individual conflicts of interest occur when:

- a Grantee uses his/her status or position to obtain special advantage, benefit, or access to the Grantee's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- a State employee is an employee or board member of a Grantee that is an immediate family member of an owner, employee or board member of the Grantee.

The State and the Grantee must act immediately upon any suggestion, inquiry, or intimation that an individual or organizational conflict of interest exists at any point in the grant process.

Steps must be taken to identify and avoid or mitigate any potential conflicts. The conflict of interest guidelines continue throughout the life of the grant agreement.

The GRANTEE has submitted a Conflict of Interest Disclosure Form indicating whether or not a perceived, potential, or actual conflict of interest exists. If the GRANTEE identifies an actual, potential or perceived conflict of interest on the form, the GRANTEE must identify and submit its conflict of interest avoidance or mitigation plan. The STATE will review the form and the GRANTEE's individual or organizational conflict of interest avoidance or mitigation plan and other relevant facts, if needed, to determine if an actual, potential or perceived conflict of interest exists, as defined by policy or other relevant law. If it does, the STATE will pursue appropriate actions to mitigate, neutralize, or avoid the potential, perceived or actual individual or organizational conflicts of interest. These may include, but not be limited to, termination of the grant agreement; disqualification from future State grant awards, if it is determined that it improperly failed to disclose a known individual or organizational conflict of interest or misrepresented information regarding such conflict; revising the GRANTEE's duties so that the conflict is mitigated; allowing the GRANTEE to propose the exclusion of task areas that create a conflict, if appropriate; allowing the individual with the conflict to be removed from taking any actions in relation to the grant agreement.

In cases where a perceived, potential, or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the GRANTEE throughout the life of the grant agreement, they must immediately notify STATE for appropriate action steps to be taken, as defined above.

Grantee is responsible for enforcement of this conflict of interest provision for any and all sub-grantees / sub-recipients of funding under this grant agreement. When a grantee gives funds to any sub-grantees or sub-recipients, DEED's conflict of interest requirements must be included in the grant agreements with any and all sub-grantees or sub-recipients and with all additional tiers of sub-grantees or sub-recipients. All of the above provisions apply to any sub-grantees and applicable language must be included in the grantee / sub-grantee agreements.

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the **Winona BDPI Project** under the Business Development Public Infrastructure Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

_____ ,
a City of Willmar
Home Rule Charter City

By: _____

Its: Mayor _____

Dated: _____, _____

And: _____

Its: _____

Dated: _____, _____

STATE ENTITY:

Minnesota Department of Employment and Economic
Development

By: _____

Kevin McKinnon
Its: Deputy Commissioner

Dated: _____, 20__

ENCUMBERED:

Department of Employment and Economic
Development

By: _____
(Name)

Date Encumbered
[Individual signing certifies that funds have
been encumbered as required by Minnesota
Statute 16A.]

Attachment I to Grant Agreement

**State of Minnesota
Greater Minnesota Business Development Public Infrastructure Program
General Obligation Bond Financed
DECLARATION**

The undersigned has the following interest in the real property located in the County of **Kandiyohi**, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively referred to as the “Restricted Property”):

(Check the appropriate box.)

- a fee simple title,
- a lease, or
- an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to DEED, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain **Willmar - Epitopix IBDPI Project** between the City of **Willmar** and the Minnesota Department of Employment and Economic Development (DEED), dated **October 22, 2019** (the “G.O. Grant Agreement”).

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Attachment II to Grant Agreement

**Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT
Grant #IBDP-19-0004-O-FY20**

| Source of Funds | | Use of Funds | |
|----------------------------------|-------------|---------------------------------|-------------|
| Identify Source of Funds | Amount | Identify Items | Amount |
| State GO Funds | | Ownership Acquisition | |
| BDPI/Program Grant | \$1,300,000 | and Other Items Paid for | |
| | | with Program Grant Funds | |
| Other State Funds | | Purchase of Ownership | \$ _____ |
| | \$ _____ | Interest | |
| | \$ _____ | Other Items of a Capital | |
| | | Nature | |
| Sub-Total | \$1,300,000 | Sanitary Sewer Lines | \$1,300,000 |
| | | | |
| Matching Funds | | | |
| | \$ _____ | Sub Total | \$1,300,000 |
| | \$ _____ | | |
| Sub Total | \$ _____ | Items Paid for with | |
| | | Non- Program Grant Funds | |
| Other Public Entity Funds | | | |
| | \$ _____ | | |
| Sub-Total | | Sub Total | |
| | | | |
| Loans | | | |
| | \$ _____ | | |
| | \$ _____ | | |
| Sub-Total | \$ _____ | | |
| | | | |
| Other Funds | | | |
| | \$ _____ | | |
| | \$ _____ | | |
| Sub-Total | \$ _____ | | |
| | | | |
| TOTAL FUNDS | \$1,300,000 | TOTAL PROJECT COSTS | \$1,300,000 |

**Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE**

Project Engineering completed - 2/20
Project Specification completed – 5/20
Bidding completed – 5/20
Award/Notice to Proceed – 6/20
Project construction started – 6/20
Project construction completed – 6/22

Attachment V to Grant Agreement
JOBS REPORTING

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The State Entity's contract number, if applicable.
- (3) Reporting period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.
- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
 - (i) less than \$10.00,
 - (ii) \$10.01 to \$15.00,
 - (iii) \$15.01 to \$20.00,
 - (iv) \$20.01 to \$25.00,
 - (v) \$25.01 to \$30.00,
 - (vi) \$30.01 to \$35.00,
 - (vii) \$35.01 to \$40.00, or
 - (viii) more than \$40.00.
- (15) Jobs.

- a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained” means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
- b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
- c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.

**PUBLIC WORKS/SAFETY COMMITTEE
MINUTES**

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

| | | | |
|----------|-------------------|-------|------------|
| Present: | Andrew Plowman | | Chair |
| | Julie Asmus | | Vice Chair |
| | Audrey Nelsen | | Member |
| | Fernando Alvarado | | Member |

Others present: Public Works Director Sean Christensen; Police Chief Jim Felt; Fire Chief Frank Hanson; Public Works Superintendent Gary Manzer; Engineering Administrative Assistant Kelsi Delbosque.

Item No. 1 Call to Order

The meeting was called to order at 5:20 p.m.

Item No. 2 Public Safety Updates (Information)

Staff brought forth, for information, the Police and Fire Department statistics for the month of November.

Item No. 3 2020-2021 Tow Bids (Information)

Staff brought forth, for information, the towing bid award for the 2020-2021 contract.

Item No. 4 BCA Joint Powers Agreement: Human Trafficking Investigators Task Force (Resolution)

A motion was made by Council Member Nelsen, seconded by Council Member Asmus to authorize the Willmar Police Department to enter into a Joint Powers Agreement with the MN BCA Human Trafficking Investigators Task Force contingent the agreement is acceptable to staff and legal counsel. The motion carried.

Item No. 5 Massage Parlor Ordinance (Motion)

A motion was made by Council Member Nelsen, seconded by Council Member Alvarado to direct the City Attorney to research and draft a massage parlor ordinance for consideration. The motion carried.

Item No. 6 Robbins Island Four Season Shelter Change Order No. 1 (Resolution)

A motion was made by Council Member Nelsen, seconded by Council Member Asmus to approve Change Order No. 1 for the Robbins Island Four Season Shelter project in the amount of \$23,055.99. The motion carried.

Item No. 7 Order 2020 Improvement Report (Resolution)

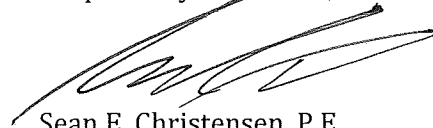
A motion was made by Council Member Alvarado, seconded by Council Member Nelsen to adopt the resolution ordering the Improvement Report for the 2020 Street Improvements. The motion carried.

Item No. 8 Snow Emergency Ordinance (Information)

Staff brought forth, for information, the City's ordinance for snow emergencies and discussion of practice to follow when issuing a City-wide snow emergency.

There being no further business to come before the Committee, the meeting was adjourned at 7:07 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 | November 2018 | November 2019 |
|-----------------------------|---------------|---------------|
| 911 Hang Up | 9 | 12 |
| Abandoned Vehicles | 114 | 153 |
| Agency Assist | 64 | 52 |
| Alarm | 27 | 51 |
| Alcohol Offense | 3 | 7 |
| Animal | 42 | 44 |
| Assault | 15 | 21 |
| Burglary | 4 | 12 |
| Child Custody Dispute | 7 | 6 |
| Crash | 82 | 91 |
| Criminal Damage To Property | 17 | 15 |
| Disorderly | 18 | 26 |
| Domestic | 38 | 44 |
| Drugs | 11 | 13 |
| Family Service | 56 | 58 |
| Fight | 4 | 10 |
| Fraud | 19 | 18 |
| Gun Permits | 16 | 10 |
| Harassment | 23 | 20 |
| Information | 6 | 7 |
| K-9 Assist | 2 | 6 |
| Lost And Found | 38 | 32 |
| Mental Issues | 7 | 14 |
| Missing Person | 15 | 25 |
| Motorists Assist | 14 | 15 |
| Neighborhood Disturbance | 5 | 9 |
| Public Assist | 187 | 176 |
| School Related Incidents | 6 | 11 |
| Sex Crimes | 6 | 9 |
| Sudden Death/Bodies Found | 1 | 0 |
| Suicidal Person | 15 | 6 |
| Suspicious | 75 | 69 |
| Theft | 61 | 52 |
| Traffic Complaint | 44 | 42 |
| Traffic Stop | 419 | 289 |
| Trespass | 2 | 12 |
| Warrant Service | 11 | 25 |

Current Month CFS:

1534

YTD Calls for Service:

17223

2019 Month CFS:

1561

(Some minimal CFS categories not shown)

WILLMAR FIRE DEPARTMENT

MONTHLY CALLS FOR SERVICE

| Title | November 2019 | November 2018 |
|----------------------------|---------------|---------------|
| Alarm Activations | 3 | 7 |
| Cooking Fires / Burnt Food | 1 | 1 |
| Building Fires | 0 | 2 |
| Smoke Scares | 0 | 4 |
| Sprinkler Activation | 2 | 3 |
| Assist Law Enforcement | 1 | 0 |
| Vehicle Crashes | 2 | 4 |
| Carbon Monoxide Alarms | 2 | 0 |
| Electrical Fires / Shorts | 0 | 1 |
| Elevator Rescue | 1 | 0 |
| Grass Fires | 1 | 2 |
| Rubbish Fires | 1 | 2 |
| Mutual Aid - Pennock | 1 | 0 |

Current Month CFS: 15

2019 YTD Calls for Service: 274

2018 Calls for Service thru November: 281

November 2019 Training:

November 7 - Business Meeting // City Meeting

November 14 – Firefighter Reviews

November 21 – Officers meeting



CITY COUNCIL AGENDA REPORT

| | |
|---|--|
| To: Mayor and City Council | Date: 11/27/2019 |
| From: Chief Jim Felt, Willmar Police | Agenda Item: 2020-2021 Tow Bid Acceptance |

RECOMMENDED ACTION:

Receive for information.

HISTORY: The current City of Willmar tow contract is set to expire the end of 2019. Bid quote specifications were advertised and sent to local tow agencies with a due date of November 13th. Two companies bid on a two year contract (2020 – 2021). The low bid company was Ed’s Service Center of Willmar.

FINANCIAL IMPACT: The bid quote for 2020-2021 was substantially lower than the previous contract (see attached) equating to lower fees paid by the city for tows. WPD handles the administrative portion of towing vehicles along with management of the city impound lot. The 2018-2019 administrative fee was \$67.23 to \$68.21 in addition to the tow fee. If the 2020-2021 tow contract is approved, WPD would like to adjust the administrative fee to \$69.34 so that the total tow fee to be collected, including tax, would be an even \$80 per vehicle. The even \$80 per vehicle assists staff as only cash is accepted after hours for tow fees and officers don’t have access to change during that time. The 2018-2019 tow fee was higher than the 2020-2021 bid and although the administrative fee increases less than \$1, we’re able to pass along a substantial savings to citizens who have had their vehicles towed.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: Public Works / Public Safety Committee – December 4th

COUNCIL MEETING DATE: December 16th, 2019

AGREEMENT

THIS AGREEMENT, made and signed this 21st day of November, 2019 by and between the City of Willmar, County of Kandiyohi, State of Minnesota, hereinafter called the "OWNER" and Ed's Service Center and Sales, Inc., hereinafter called the "CONTRACTOR."

THIS AGREEMENT WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter stated, agree as follows:

ARTICLE I. The Contractor hereby covenants and agrees to perform and execute all the provisions of the plans and specifications as prepared by the City, including the Proposal, the General and Special Provisions, the Specifications and the Plans with Addenda, the Contract Bond and this Agreement, as approved by the City of Willmar for work identified as 2020-2021 Towing Requirements and to do everything required by this agreement and contract documents.

ARTICLE II. The Owner agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices bid for the unit or lump sum items as set forth in the proposal, attached as Exhibit A, on file in the office of the City Clerk of Willmar, Minnesota, the aggregate of which prices, based on the approximate schedule of quantities is \$2,438.92.

ARTICLE III. In consideration of the agreements of Owner herein set out, Contractor does hereby agree to indemnify and hold Owner harmless from all claims or causes of action arising from injury or death to persons or from damage to property resulting from Contractor's performance of this agreement. In addition to indemnifying and holding Owner harmless from any causes of action or claims, Contractor agrees to pay the costs Owner shall incur in defending itself against any action brought against it by any person claiming loss by injury or death or by damage to property. In the event that any such action is brought against Owner, Owner shall notify Contractor and Contractor shall have the opportunity to provide legal counsel and fully defend Owner. In the event that Contractor shall fail to provide an attorney and defend Owner, or in the event the attorney selected by Contractor is not approved by Owner and its insurance carrier, then Owner shall be entitled to hire its own attorney and Contractor shall pay the cost of Owner's entire defense. This paragraph shall not apply to any cause of action arising from the negligence of Owner.

ARTICLE IV. This agreement, together with the documents hereinbefore mentioned in Article I, form the contract, and all documents are as fully a part of the contract as if attached hereto or herein repeated.

IN WITNESS WHEREOF, the parties of this agreement have hereunto set their hands and seals as of the day and year first above written.

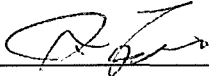
(SEAL)

CITY OF WILLMAR:

Attest: Brian D. Gramer
City Administrator

CONTRACTOR:

In the Presence of:



WILLIAM PAULIZ

11/27/19

By: Faith G. Wilson
Owner
Title

Exhibit A

PROPOSAL

"2020 - 2021 TOWING SERVICE"
CITY OF WILLMAR, MINNESOTA

Honorable Mayor and City Council
City of Willmar, Minnesota

Caj's Service Center and Sales, Inc. the undersigned as bidder hereby proposes and agrees to enter into a contract with the City of Willmar, Minnesota, to supply the necessary services according to these specifications.

VEHICLE TOWING RATES:

1. ORDINANCE VIOLATION, SNOW REMOVAL CALLS, ACCIDENTS, TOW CITY UNITS OR POLICE IMPOUNDS:

| | | <u>Unit Price</u> | <u>Extended Total</u> |
|--------|-------|-------------------|-----------------------|
| Cars | 500 @ | \$ <u>4.82</u> | \$ <u>2410.00</u> |
| Trucks | 6 @ | \$ <u>4.82</u> | \$ <u>28.92</u> |

2. Grand Total For All Towing: (include all tax and costs) \$ 2438.92
except for the following.

3. Cost for "Extra Work" - labor \$ 250⁰⁰ / hour
(billed in 1/4 hour increments)
- Per mile cost for out of City tows \$ 5.50 / mile
4. Cost for "Flat Hourly Tow Rate" - Special Circumstances. \$ 250⁰⁰ / hour
(billed in 1/4 hour increments)

Dated: Nov. 13, 2019

Bidder Caj's Service Center and Sales, Inc

By Faith G. LeSisson

Title Owner

Address 919 Horton Ave E. N.W.
Willmar, MN. 56201

MEMORANDUM

TO: Chief Jim Felt

FROM: Linda Wittman, Secretary *LW*

DATE: November 13, 2019

SUBJECT: POSSIBLE TOWING FEES FOR 2020 AND 2021

The following table shows the history of tow fees:

| | 2014 & 2015 | 2016 & 2017 | 2019-11-01 thru 2019-12-31 (With Local City and County Option Sales Tax) | |
|-----------------------|-----------------|-----------------|--|-----------------|
| | (All tows) | (All tows) | Regular Tows | Accidents |
| Tow | \$45.00 | \$ 25.00 | \$ 95.00 | \$145.00 |
| Admin Fee | 62.60 | 68.57 | 67.23 | 68.21 |
| Tax (tow & Admin fee) | 7.40 | 6.43 | 12.77 | 16.79 |
| TOTAL | \$115.00 | \$100.00 | \$175.00 | \$230.00 |

Ed's Service Center was the low bidder for the 2020 and 2021 tow fees. Their bid was for \$4.82 per vehicle for all vehicles and trucks. In addition, they bid \$250.00 / hour for extra labor and \$5.50 / mile for extra miles out of City limits.

If the Ed's Service Center bid is accepted, the City Council will need to determine what the total tow fee will be (tow fees, administration fees, and tax) for 2020 and 2021. Below are several possibilities to consider for the 2020 and 2021 tow fees:

| | With 2019 Non-Accident Admin Fee | With 2019 Accident Admin Fee | | | |
|-----------------------|--|------------------------------------|----------------|----------------|----------------|
| Tow | \$ 4.82 | \$ 4.82 | \$ 4.82 | \$ 4.82 | \$ 4.82 |
| Admin Fee | 67.23 | 68.21 | 69.34 | 73.98 | 78.61 |
| Tax (Tow & Admin Fee) | 5.67 | 5.75 | 5.84 | 6.21 | 6.57 |
| TOTALS | \$77.72 | \$78.78 | \$80.00 | \$85.01 | \$90.00 |

:lkw

↑
 RECOMMENDED
 2020-2021
 FEE *AB*

**BID TABULATION
 2020-2021 TOWING REQUIREMENTS
 CITY OF WILLMAR, MINNESOTA
 BIDS OPENED: NOVEMBER 13, 2019**

1. Regular, Street Maintenance, Ordinance Violation, Snow Removal, and Accidents:

| <u>Bidder</u> | <u>Units</u> | <u>Estimated Quantity</u> | <u>Unit Bid</u> | <u>Total</u> |
|---------------------|--------------|---------------------------|-----------------|--------------|
| Ed's Service Center | Cars | 500 | \$ 4.82 | \$ 2,410.00 |
| | Trucks | 6 | \$ 4.82 | \$ 28.92 |
| City Line Towing | Cars | 500 | \$ 44.00 | \$22,000.00 |
| | Trucks | 6 | \$160.00 | \$ 960.00 |

2. Final Total Bid:

| | |
|----------------------------|---|
| Ed's Service Center | \$ 2,438.92 – <u>Apparent Low Bidder</u> |
| City Line Towing | \$22,960.00 |

3. Cost for "Extra Work" Labor Mileage (Out of City Tows)

| | | |
|---------------------|--|---------------|
| Ed's Service Center | \$ 250.00 / hour (billed in 1/4 hour increments) | \$5.50 / mile |
| City Line Towing | \$ 50.00 / hour (billed in 1/4 hour increments) | \$5.50 / mile |

4. Cost for "Flat Hourly Tow Rate" Labor Special Circumstances

| | |
|---------------------|--|
| Ed's Service Center | \$ 250.00 / hour (billed in 1/4 hour increments) |
| City Line Towing | \$ 88.00 / hour (billed in 1/4 hour increments) |



CITY COUNCIL AGENDA REPORT

| | |
|---|---|
| To: Mayor and City Council | Date: 11/27/2019 |
| From: Chief Jim Felt, Willmar Police | Agenda Item: BCA Joint Powers Agreement (Human Trafficking Investigators Task Force) |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to authorize the Willmar Police Department to enter into a Joint Powers Agreement with the MN BCA Human Trafficking Investigators Task Force.

HISTORY: *The Willmar Police Department is charged with the investigation of various crimes including human trafficking and sexual exploitation of children. The MN Bureau of Criminal Apprehension (BCA) has created the MN Human Trafficking Investigators Task Force and is offering affiliate memberships through a joint powers agreement. This agreement would allow local investigators to attend specialized BCA training, the ability to borrow specialized equipment, access to BCA investigator assistance and some reimbursement of personnel and equipment costs for these type of investigations. The BCA will occasionally request assistance from agencies with joint powers agreements but is non-obligatory.*

FINANCIAL IMPACT: *A joint powers agreement of this type would potentially allow access to equipment at no / reduced cost that WPD would otherwise have to fund. This agreement would also allow some reimbursement for investigations of this type.*

ALTERNATIVES:

1. *Decline the joint powers agreement*

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: *Public Works / Public Safety Committee – December 4th*

COUNCIL MEETING DATE: *December 16th*

Resolution No. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF WILLMAR ON BEHALF OF ITS POLICE DEPARTMENT.

Motion By: _____ Second By: _____

WHEREAS, the City of Willmar and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to participate in the Minnesota Human Trafficking Investigators Task Force (MHTTF) as an affiliate member.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Willmar, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Willmar on behalf of its Police Department, are hereby approved pending a final review by the Chief of Police for 2020 - 2021.
2. That the Chief of Police, Jim Felt, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Michael Anderson, Police Captain, is appointed as the Authorized Representative's designee.

Dated this 16th day of December, 2019

Mayor

Attest:

City Clerk



- SAMPLE -

STATE OF MINNESOTA HUMAN TRAFFICKING INVESTIGATORS TASK FORCE JOINT POWERS AGREEMENT

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the XXXXXXXXXXXXXXXXXXXXXXXXXX ("Governmental Unit"),

Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute human trafficking and sexual exploitation of children. The Governmental Unit wants to participate in the Minnesota Human Trafficking Investigators Task Force ("MNHITF") as an affiliate member.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes, § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires ~~December 31, 2019~~, unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to make the Governmental Unit part of the Minnesota Human Trafficking Investigators Task Force that will use a three-pronged approach to combat human trafficking and the sexual exploitation of children: **prevention, education and enforcement**. The BCA will provide a Senior Special Agent who will serve as the Commander of the task force.

3. Standards

The Governmental Unit will adhere to the MNHITF Standards identified below.

- 3.1 Investigate human trafficking crimes committed by organized groups or individuals related to child sexual exploitation, sex trafficking with a focus on minors being trafficked, and labor trafficking.
- 3.2 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.3 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.4 Investigators will use, as appropriate, a broad array of investigative technologies and techniques.
- 3.5 Investigators will interview and prepare reports of victim rescues and be able to direct those victims to appropriate public and private resources to help ensure their safety and integration back into society.
- 3.6 Affiliate Task Force members must be able to dedicate sufficient time to the task force to

complete their assigned duties for the duration of the term of this Agreement.

3.7 Investigators must be licensed peace officers.

3.8 Affiliate members will investigate cases involving cross-jurisdictional, high impact and/or organized groups involving human trafficking. The assignment may require investigators to travel to neighboring jurisdictions as investigations expand or as assigned by the task force commander.

3.9 Affiliate members will be asked to participate in pro-active operations deterring sexual exploitation of children and rescuing victims of human trafficking primarily focused on minors with the goal of identifying their traffickers.

3.10 Affiliate Task Force members will prepare an operational briefing sheet for each active operation, to be approved by the task force commander.

3.11 Affiliate Task Force members will prepare investigative reports to be submitted to the task force commander. Affiliate members must submit statistics to the task force commander on a monthly basis.

3.12 Affiliate members are assigned to their home agencies and may request assistance and resources on a case-by-case basis as approved by the task force commander.

3.13 Affiliate members must deconflict case investigations with the MNHITF deconfliction system.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

4.1.1 Conduct investigations in accordance with provisions of the MNHITF Standards, identified in clause 3 above, and conclude such investigations in a timely manner.

4.1.2 Maintain accurate records of prevention, education, and enforcement activities, to be collected and forwarded quarterly to the BCA for statistical reporting purposes.

4.1.3 Assign, on a part-time basis, one or more employees of the Governmental Unit as members to the MNHITF. All employees of the Governmental Unit assigned as members, and while performing MNHITF assignments, shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member. All services, duties, acts or omissions performed by the MNHITF member will be within the course and duty of the member's employment and therefore covered by the Workers Compensation and other compensation programs of the Governmental Unit including fringe benefits.

4.1.4 Make a reasonable good faith attempt to be represented at all scheduled MNHITF meetings in order to share information and resources among the MNHITF members.

4.1.5 Participate fully in any audits required by the Minnesota Human Trafficking Task Force.

4.2 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a member as an employee of the Governmental Unit.

5. Payment

5.1 Governmental Unit must first submit a written request for funds and receive approval for the funds from BCA.

5.2 Governmental Unit must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the BCA to the Governmental Unit within thirty (30) calendar days of the date of the invoice with payment made to the address listed above.

6. Authorized Representatives

The BCA's Authorized Representative is:

Name: Jeffrey Hansen, Deputy Superintendent
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East
Saint Paul, MN 55106
Telephone: 651.793.7000
E-mail Address: jeff.hansen@state.mn.us

The Governmental Unit's Authorized Representative is:

Name
Address:
Telephone:
E-mail Address:

7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3 Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

11. Venue

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Expiration and Termination

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the MNHITF Commander all investigative equipment that was acquired under this Agreement.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____

(PRINTED)

Signed: _____

Title: _____

Date: _____

Name: _____

(PRINTED)

Signed: _____

Title: _____

(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____

(PRINTED)

Signed: _____

Title: _____

(with delegated authority)

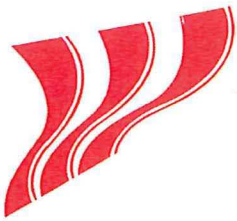
Date: _____

4. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____



CITY COUNCIL AGENDA REPORT

| | |
|---|--|
| To: Mayor and City Council | Date: 11/27/2019 |
| From: Chief Jim Felt, Willmar Police | Agenda Item: Massage Parlor Ordinance |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to direct the Willmar City Attorney to research and draft a massage parlor ordinance for consideration.

HISTORY: This is a request for the City of Willmar to research and potentially implement an ordinance to regulate massage businesses and services to the public. A sample ordinance, comprised of elements from the Blaine and Waite Park, MN ordinances, are included. The goal of a massage parlor ordinance would be to protect businesses that are operating legitimate establishments and ensure cleanliness, safety, prevent criminal activity and ensure the general welfare of the community.

The City of Willmar recently has had massage businesses that have generated complaints and concerns from the public over the articles described above. The MN Legislature has not yet acted on a statewide standard or statute and no potential timeline is available for those actions. WPD has spoken with massage therapists and massage therapy educators regarding an ordinance & there has been support to do so to further protect those legitimate businesses and the therapists who work in them.

We would request the council to direct the Willmar City Attorney to draft an ordinance for consideration. A sample is attached for reference.

FINANCIAL IMPACT: Initial costs for legal services to enact an ordinance. The City of Willmar could enact a reasonable licensing fee to offset any ongoing costs/inspections, etc.

ALTERNATIVES:

1. Decline request at this time

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: Public Works / Public Safety Committee – December 4th

COUNCIL MEETING DATE: December 16th, 2019

Section 1 Purpose:

The purpose of this ordinance is to prohibit massage businesses and services to the public except those licensed as therapeutic massage establishments and massage therapists pursuant to this Section. The licensing regulations prescribed herein are necessary to protect businesses that are operating legitimate establishments, to ensure physical facilities are clean, well maintained and safe, to prevent criminal activity, and to protect the health, safety, and general welfare of the community.

Section 2 Findings of the city council:

The City Council of the City of Willmar makes the following findings regarding the need to license therapeutic massage enterprises and therapists and to prohibit all other types of massage businesses and services to the public:

- (1) Persons who have bona fide and standardized training in therapeutic massage, health, and hygiene can provide a legitimate and necessary service to the general public.
- (2) Health and sanitation regulations governing therapeutic massage enterprises and therapists can minimize the risk of the spread of communicable diseases and can promote overall health and sanitation.
- (3) Limiting the number of therapeutic massage enterprise licenses and license qualifications for the restrictions on therapeutic massage enterprises and therapists can minimize the risk that such businesses and persons will facilitate prostitution and other criminal activity in the community.
- (4) Massage services provided by persons with no specialized and standardized training in massage can endanger citizens by facilitating the spread of communicable diseases, by exposing citizens to unhealthy and unsanitary conditions, and by increasing the risk of personal injury.
- (5) Massage businesses which employ persons with no specialized and standardized training can tax city law enforcement services because such businesses are more likely to be operated as fronts for prostitution and other criminal activity than operations established by persons with standardized training.
- (6) The training of professional massage therapists at accredited institutions is an important means of ensuring the fullest measure of protecting the public health, safety, and welfare.

Section 3 Definitions:

Subd. 1. *Accredited Institution.* An educational institution holding accredited status approved by the United States Department of Education or Minnesota Office of Higher Education.

Subd. 2. *Accredited Program.* A professional massage program or education institution accredited by the Commission on Massage Therapy Accreditation (COMTA).

Subd. 3. *Issuing Authority.* The City Council grants the authority to issue and renew licenses pursuant to this section to the city clerk or their designee.

Subd. 4. *Massage.* Any method of pressure on, or friction against, or the rubbing, stroking, kneading, tapping, pounding, vibrating, stimulating, stretching, or rolling of the external parts of the human body with the hands or with the aid of any mechanical or electrical apparatus, or other appliances or devices, with or without such supplementary aids as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment, or other similar preparation.

Subd. 5. *Massage Therapist.* An individual who practices or administers massage to the public, who can demonstrate to the issuing authority that he/she:

- 1) Has current insurance coverage of \$1,000,000.00 for professional liability in the practice of massage;
- 2) Is affiliated with, employed by, or owns a therapeutic massage establishment licensed by the City; and
- 3) Has completed certified therapeutic massage training with content that includes subjects of anatomy, physiology, hygiene, ethics, massage theory and research, and massage practice from an Accredited Institution or Accredited Program approved by the Issuing Authority. (Blaine ordinance put a 500 hour requirement on it)

Subd. 6. *Operate.* To own, manage or conduct, or to have control, charge or custody over.

Subd. 7. *Persons.* Any individual, firm, association, partnership, corporation, joint venture, or combination of individuals.

Subd. 8. *Therapeutic Massage Establishment.* Any individual, firm, association, partnership, corporation, joint venture, or combination of individuals that operate a business that employs or hires licensed therapeutic massage therapists to provide therapeutic massage within the City for a fee or other consideration.

Subd. 9. *Within the City.* A physical presence, as well as mobile massage operations in which the establishment premises, although not physically located within the City, serves as a point of assignment of employees who respond to requests for services from within the City.

Section 4: License Required:

Subd. 1. *Therapeutic Massage Establishment License.* It shall be unlawful for any therapeutic massage establishment to operate, engage in, or carry on, within the City, massage services to the public for consideration without first having obtained a license from the City pursuant to this Section. The owner/operator of a therapeutic massage establishment need not be licensed as a therapeutic massage therapist if he/she does not at any time practice or administer massage to the public.

Subd. 2. *Massage Therapist License.* It shall be unlawful for any massage therapist to practice, administer, or provide massage services to the public for consideration within the City without first having obtained a license from the City pursuant to this Section

Section 5: Exceptions. A therapeutic massage establishment or therapist license is not required under this Section for the following persons and places where massage services are provided by or under the direction of any of the following:

Subd. 1. Persons duly licensed or registered in this State to practice medicine, surgery, osteopath, chiropractic, physical therapy, podiatry or registered nurses.

Subd. 2. Persons duly licensed by this State as beauty culturists or barbers, who do not give or hold themselves out to give massages or other services, other than those customarily given in such shops and places of business for beautification only. Massages customarily given by beauty culturists or barbers will be limited to the areas of head, neck and shoulders; hand and lower arms to the elbow; foot and ankle.

Subd. 3. Places duly licensed or operating as a hospital, clinic, nursing home, hospice, or group home established for the hospitalization or care of human beings provided the massage is administered only to the residents or patients of the facility as part of their care and not provided as part of a separate service.

Subd. 4. Athletic coaches, directors and trainers employed by public or private schools.

Subd. 5. Accredited institutions and students of accredited institutions which provide an accredited program of study or course work in massage therapy, provided that the massage is provided during and as a part of the course or clinical component of the institution's program or course work, and students are supervised by an instructor while performing the massage.

Subd. 6. Persons providing temporary massage services, such as "chair massage" provided that all of the following requirements are met:

- 1) The massage is provided in a place of business where the massage can easily be seen by employees and visitors.
- 2) The establishment where the massage is being provided does not hold a license to sell alcoholic beverages;
- 3) Massages are offered at the establishment no more than ten (10) days per calendar year;
- 4) Each recipient of a massage remains in an upright position during the massage, either in a seated or standing position; and
- 5) Each recipient of a massage remains fully clothed in the normal daytime attire worn when he/she enters the establishment and does not remove any clothing, except outerwear, such as a coat or jacket.

Section 6: License Application.

Subd. 1. *Therapeutic Massage Establishment License Application.* An application for a therapeutic massage establishment license shall be made on a form supplied by the City and shall contain the following information:

A. Applicant and Owner Information.

- 1) Whether the applicant is an individual, corporation, partnership or other form of organization.
- 2) Full name, address, date and place of birth, and telephone number of the applicant, all owners and operators, including the designated on-site manager or agent of the applicant.
- 3) Whether the applicant, owners and/or operators have ever used or been known by a name other than the applicant's name, and if so, the name or names and information concerning dates and places where used. This includes commonly used nicknames.
- 4) Whether the applicant is a citizen of the United States or a resident alien or has the legal authority to work in the United States.
- 5) The type, name, location and dates of every business or occupation the applicant has been engaged in during the preceding ten (10) years.
- 6) Whether the applicant is currently licensed in other communities to perform massage therapy, and if so, where.
- 7) Street addresses and dates at which the applicant has lived during the preceding ten (10) years.
- 8) Whether the applicant has ever been arrested, charged or convicted of any crime, or violation of any ordinance other than a minor traffic offense, and if so, the applicant shall furnish information as to the time, place, date(s) and offense(s) for which arrests, charges or convictions were had.
- 9) Whether the applicant has ever been engaged in the operation of massage services. If so, applicant shall furnish information as to the name, place, dates and length of time of the involvement of all such establishments.
- 10) Whether the applicant or other owner has had an interest in, as an individual or as part of a corporation, partnership, association, establishment, business or firm, a massage license that was revoked, suspended or denied within the last ten (10) years of the date the license application is submitted to the Issuing Authority.
- 11) Proof of Workers' Compensation Insurance as required by Minnesota law.
- 12) Applicant is responsible for reading and understanding the city ordinance regarding therapeutic massage and for communicating and providing interpretation when necessary to all massage therapists licensed at the enterprise to ensure compliance.
- 13) Such other information as the City shall require.

B. Establishment Information.

- 1) The legal description of the premises to be licensed, together with a plan of the area showing dimensions, location of buildings, street access and parking facilities.
- 2) Plans and specifications showing the interior and exterior design of the establishment; including space allocation and utilization, equipment layout, room finishes, and specifications of all massage equipment.
- 3) The current status of the premises and establishment, including whether they are existing, planned, or under construction/renovation.

- 4) The floor number, street number, suite number(s) and rooms where the massage services are to be conducted.
- 5) Whether all real estate and personal property taxes that are due and payable for the premises to be licensed have been paid, and if not paid, the years and amounts that are unpaid.
- 6) Compatibility with Willmar Zoning Ordinances and the comprehensive plan and proximity to residences, other establishments licensed as therapeutic massage establishments, churches, schools and public buildings.
- 7) Such other information as the City shall require.

Subd. 2. *Massage Therapist License Application.* An application for a massage therapist license shall be made on a form supplied by the City and shall contain the following information:

- 1) The applicant's name and current address.
- 2) The applicant's current employer.
- 3) The applicant's employers for the previous five (5) years, including the employer's name, address and dates of employment.
- 4) The applicant's addresses and dates for the previous five (5) years.
- 5) The applicant's date of birth, home telephone number, weight, height, color of eyes and color of hair. A color photocopy of the applicant's MN driver's license or MN ID, front and back, or any other government-issued ID. If the photocopy is not acceptable to the Police Chief, the police department may take photographs for the file.
- 6) Whether the applicant has ever been arrested, charged or convicted of any crime, or violation of any ordinance other than a minor traffic offense and if so, the time, place, date(s) and offense(s) for which arrests, charges or convictions were had.
- 7) Whether the applicant has had an interest in, as an individual or as part of a corporation, partnership, association, establishment, business or firm, a massage license that was denied, revoked or suspended within the last ten (10) years of the date the license application is submitted to the Issuing Authority.
- 8) The names, resident and business addresses and contact information of those residents of the metropolitan area, of good moral character, not related to the applicant or financially interested in the premises of the business, who may be referred to as the applicant's character.
- 9) Whether the applicant is a U.S. citizen or resident alien or has the legal authority to work in the United States.
- 10) Whether the applicant has ever used or been known by a name other than the applicant's name, and if so, the name or names and information concerning dates and places where used.
- 11) Whether the applicant has met the definition of a massage therapist in this Section.
- 12) Whether the applicant has ever been subject of an investigation, public or private, criminal or non-criminal, regarding massage therapy.
- 13) Such other information as the City shall require.

Subd. 3. *Background Investigation.* The applicant will submit with the completed application form an executed release of information authorizing the Chief of Police to obtain any information pertaining to the applicant's character or criminal history, which may be deemed confidential,

private or privileged by the laws of the United States or of any state. The applicant will also submit additional information that may be required by the Planning Office, Health and Inspections Department, Police Chief and City Attorney. No person will make false statements in an application.

Subd 4. *Minnesota Residency Required.* The persons (defined in Section 3 subd 7) associated with the Therapeutic Massage Establishment which includes but is not limited to: the owner(s), operator(s), manager(s) and other Massage Therapist(s) must show that residency has been established in the State of Minnesota.

Subd. 5. *Insurance Required.* Each applicant for a therapeutic massage establishment license shall file with the Issuing Authority a public liability insurance policy or certificate of insurance from a company authorized to do business in the State of Minnesota, insuring the applicant against any and all loss arising out of the use, operation or maintenance of the therapeutic massage establishment. The policy of insurance shall be in limits of not less than \$1,000,000.00. Each applicant for a massage therapist license shall file with the Issuing Authority a current certificate of insurance providing coverage of \$1,000,000.00 for personal liability in the practice of massage. No cancellation of any insurance policy will be valid except upon 30 days prior written notice to the City. Failure to keep in full force and effect the insurance is grounds for suspension or revocation of the license.

Subd. 6. *Review and Investigation Fee.* At the time of each initial application, the applicant will pay in full a review and investigation fee. Review and investigation fees will be determined by the City Council and set forth in Section *****. Where a new application is filed as a result of incorporation by an existing licensee and the ownership control and interest in the license are unchanged, no additional license fee will be required. The review and investigation fee will not be refunded.

Subd. 7. *License Fee and License Year.* The annual license fee for the therapeutic massage establishment and massage therapist license will be in the amount set forth in Section *****. A separate license will be obtained for each place of business. Licenses are valid from January 1 to December 31 in the year the license is issued, unless revoked. Renewal application for the license must be made on or before December 1, prior to the next license term.

Subd. 8. *Administrative Review.* Upon the filing of an application for a license, together with the documents required to accompany the license, the Issuing Authority will forward a copy of the application and accompanying documents to the Planning Office, Health and Inspections Department, Police Chief and City Attorney.

- 1) Planning Office Review. The Planning Office will review the application and any other pertinent information relative to zoning, land use compatibility and comprehensive planning.
- 2) Police Department Review. The Police Chief will make, or cause to be made, a review of the application to determine the potential impact of law enforcement. The Police Chief will also make, or cause to be made, an investigation of the applicant's character and criminal history.
- 3) Health and Inspections Department. The Health and Inspections Department will review the license application and inspect the premises for which the license is to be

issued to confirm compliance with all requirements of the City and State relating to health and sanitation.

- 4) City Attorney Review. The City Attorney will review the application for compliance with all applicable statutes and ordinances.
- 5) Findings and Approval. Within 45 days of receipt of the initial license application, the Planning Office, Police Chief, Health and Inspections Department, and City Attorney will submit in writing to the Issuing Authority their respective findings and recommendations. The Issuing Authority will review the application, findings and recommendations and will approve or deny the application. Upon the filing of a renewal application, the City will respond within a reasonable period of time.

Section 7: Issuance of Licenses for New Construction and Alterations of Existing Structures.

Subd. 1. Final Plans Reviewed. Where a license to operate a therapeutic massage establishment is granted for premises on which new construction or alteration of existing structures is to occur, the applicant will submit a set of detailed final plans showing interior and exterior design, including site and space. These plans will be certified by a registered architect or engineer and submitted to the Building Inspections Division. The Issuing Authority will review the plans for compliance with the preliminary plans included in the application.

Subd. 2. Certificate of Occupancy Required. For premises on which new construction or alteration of existing structures is to occur, no license to operate a therapeutic massage establishment will be issued until a certificate of occupancy is issued by the City for premises constructed in accordance with the application and plans reviewed by the Issuing Authority. Prior to issuance of the certificate of occupancy, the Building Official will certify to the Health Director that construction was or was not in compliance with the final plans reviewed by the Health Director. Where the construction is found not to be in accordance with the final plans, the Building Official will state all significant deviations.

Subd. 3. Review of Deviations. Where the certification to the Health Director indicates that construction was not in accordance with the final plans, the Health Director will not issue the license, but will return the application, together with the final plans and a statement of deviations.

Section 8. Persons Ineligible for Initial License.

- A. Therapeutic Massage Establishment License. The City may deny issuance of an initial therapeutic massage establishment license in any of the following circumstances; this list is not intended to state the exclusive reasons for denial:
 - 1) Is not 18 years of age or older at the time the application is submitted to the issuing authority.
 - 2) Has been convicted of any crime directly related to the occupation licensed as prescribed by Minn. Stat. § 364.03, subd. 2, and who has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties and responsibilities of a licensee as prescribed by Minn. Stat. § 364.03, subd. 3.
 - 3) Has had an interest in, as an individual or as part of a corporation, partnership, association, establishment, business or firm, a massage license that was denied,

revoked or suspended within the last ten (10) years of the date the license application is submitted to the Issuing Authority.

- 4) Is not a citizen of the United States or a resident alien, or is legally prohibited from working in the United States.
- 5) The owner, operator, or any person who has a five percent financial interest in the business, or the appointed on-site manager or agent applicant is not of good moral character or repute.
- 6) Is not the real party in interest of the establishment.
- 7) Has knowingly misrepresented or falsified information on a license application within the preceding ten (10) years.
- 8) Cannot meet the definition of therapeutic massage establishment in this Ordinance.
- 9) The applicant does not have insurance coverage in effect as required by this Ordinance.
- 10) The applicant has been denied a license under this Ordinance within the preceding 12 months.
- 11) The proposed use is in conflict with the Willmar Zoning Code or the Comprehensive Plan.
- 12) The proposed use is in conflict with any health regulations or building code regulations of the City of Willmar or the State of Minnesota.
- 13) Owes taxes or assessments to the state, county, school district, or city that are due and delinquent.
- 14) Is the spouse of a person whose massage-related license has been denied, suspended or revoked in the past ten (10) years.
- 15) Allowed a license to expire or surrendered a license, unless, at the sole discretion of the City, a license application is submitted for consideration. The application shall be treated the same as an application for a new license, subject to all ordinance regulations and review.

B. Massage Therapist Licenses. The City may deny issuance of an initial massage therapist license in any of the following circumstances; this is not intended to state the exclusive reasons for denial:

- 1) Is not 18 years of age or older at the time the application is submitted to the Issuing Authority.
- 2) Has been convicted of any crime directly related to the occupation licensed as prescribed by Minn. Stat. § 364.03, subd. 2, and who has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties and responsibilities of a licensee as prescribed by Minn. State. § 364.03, subd. 3.
- 3) Whether the applicant has had an interest in, individually or as part of a corporation, partnership, association, establishment, business or firm, a massage license that was denied, revoked or suspended within the last ten (10) years of the date the license application is submitted to the Issuing Authority.
- 4) Is not a citizen of the United States or a resident alien, or is legally prohibited from working in the United States.
- 5) Is not of good moral character or repute.
- 6) Has knowingly misrepresented or falsified information on a license application within the preceding ten (10) years.
- 7) Is not affiliated with, employed by, or does not own a therapeutic massage establishment licensed by the City.
- 8) The applicant does not have insurance coverage in effect as required by this Ordinance.

- 9) The applicant has been denied a license under this Ordinance within the preceding 12 months.
- 10) Cannot meet the definition of massage therapist in this Ordinance.
- 11) Allowed a license to expire or surrendered a license, unless, at the sole discretion of the City, a license application is submitted for consideration. The application shall be treated the same as an application for a new license, subject to all ordinance regulations and review.

Section 9: General License Restrictions.

- A. Prohibited Massages. A massage therapist must not intentionally massage or offer to massage the penis, scrotum, mons veneris, vulva, or vaginal area of a person.
- B. Coverings. When performing a massage, the massage therapist must require that the person who is receiving the massage have their breasts (with respect to females), buttocks, anus and genitals covered with clothing or a non-transparent material at all times. The massage therapist must have their breasts, buttocks, anus and genitals covered with clothing at all times.
- C. License Restrictions. Each license will be issued to the applicant only. Each license will be issued only for the premises described in the application. No license may be transferred to another person or place.
- D. Business Hours. No customers or patrons will be allowed to enter the licensed premises after 9:00 p.m. and before 7:00 a.m. daily. Customers or patrons will not be allowed to remain upon the licensed premises after 9:30 p.m. and before 7:00 a.m. daily.
- E. Posting of rates: All Therapeutic Massage Establishments must post their rates for service in a prominent place in the entrance or lobby of the business.
- F. Location of Massage: All massages must be performed within a building with a valid certificate of occupancy and not in or upon any vacant lot, lot, motor vehicle, trailer, tent or railroad car, including but not limited to structures not meant for human habitation.
- G. Equipment. All modalities shall be performed on a raised massage therapy table or chair; no bed, mattress or other similar type equipment shall be allowed onsite except for a mat similar to those used in yoga. No modality may be performed that requires a massage therapist to stand on the massage therapy table or chair unless necessary due to size ratio of massage therapist/client.
- H. Door latches and locks. Doors on massage therapy rooms shall not be locked or capable of being locked. Locks, latches or other devices intended to secure a door so as to prevent it from being opened by any person from either side of the door with or without a key cannot be present on any doors of rooms intended for massage therapy.
- I. Habitation. Therapeutic Massage Establishments shall not contain nor allow the use by any person of sleeping quarters or living spaces of any kind intended for habitation, including but not limited to beds, cots, or mattresses. Home-based enterprises shall not contain nor allow

the use by any person of sleeping quarters or living spaces of any kind intended for habitation, including but not limited to beds, cots, or mattresses in any area where massage is performed.

Section 10: Inspection by City Officers and Identification of Employees. Licensed premises and license applicants will be open to unannounced inspection by City Health, Building and License Inspectors and Police Officers during business hours. Inspected facilities will comply with the following requirements:

- 1) Any person engaged in providing services in any licensed premises will identify themselves giving their true legal name and correct address upon demand by any police officer.
- 2) Current massage license issued by the City of Willmar must be displayed in the front entry or corridor of the facility.
- 3) Credentials of all massage therapists are current and available on site.
- 4) Business hours must be posted on all public entryways into the massage facility.
- 5) Toilet rooms for employees and patrons are adequate and conveniently located.
- 6) Provide single-service disposable paper or clean linens to cover the table, chair, furniture, or area on which the patron receives the massage.
- 7) The massage therapist must wash his/her hands and arms with water and soap, anti-bacterial scrubs, alcohol or other disinfectants prior to and following each massage service performed.
- 8) Massage tables, chairs and other furniture on which massages are performed, must have surfaces that can be readily disinfected after each massage. These surfaces must be disinfected following each massage performed. All modalities shall be performed on a raised massage therapy table or chair.
- 9) Rooms must be adequately illuminated to allow for adequate cleaning purposes.
- 10) The facility must be maintained in good repair and in a sanitary condition, and must take reasonable steps to prevent the spread of infections and communicable diseases on the premises.
- 11) Evidence of sexual acts is prohibited, such as semen found in the facility, massage tables, chairs, and other surfaces.
- 12) Massage therapists must be in good health, without skin infections, and wear clean clothing when performing massage services.
- 13) Facility must have an employee illness policy.

Massage establishments shall not contain, nor allow the use by any person, sleeping quarters or living spaces of any kind intended for habitation, including, but not limited to beds, cots or mattresses. Sleeping or living quarters must be physically separated from the massage establishment.

Section 11: Advertising. Any advertising by a licensee or representative of the licensee of any potential unlawful, misleading, sexually explicit, obscene or erotic conduct at the licensed establishment shall be prohibited.

Section 12: Responsible for Conduct. A licensee under this Ordinance shall be strictly responsible for the conduct of the business being operated in compliance with all applicable laws and ordinances, including the actions of any employee or agent of the licensee on the licensed premises.

Section 13: Non-renewal, Suspension or Revocation of License. The license may be suspended, revoked or not renewed for any of the following reasons; this list is not intended to state the exclusive reasons for suspension, revocation or non-renewal:

- 1) A violation related to fraud, misrepresentation or false statement contained in a license application or a renewal application.
- 2) A violation related to fraud, misrepresentation or false statement made in the course of carrying on the licensed occupation or business.
- 3) Any violation of this ordinance or state law. The charging of a violation or conviction is not required for non-renewal, suspension or revocation of a license.
- 4) A violation by any licensee or individual that is directly related to the occupation or business licensed as defined by Minn. State. § 364.03, subd. 2.
- 5) Conducting the licensed business or occupation in an unlawful manner, or in such a manner as to constitute a breach of the peace, or to constitute a menace to the health, safety or general welfare of the community.
- 6) If the owner, manager, lessee or any of the employees are found to be in control or possession of an alcoholic beverage, a narcotic drug or controlled substance on the premises, other than drugs which may be purchased over the counter, without a prescription, or those for which the individual has a prescription.
- 7) If the holder of an establishment license fails to maintain with the Issuing Authority a current list of all employees of such licensed premises. The list shall include all massage therapists licensed under this Section.
- 8) A material variance in the actual plan and design of the premises from the plans submitted.
- 9) In the event of multiple massage establishment locations, any license suspension/revocation shall apply to all massage establishment locations within the City of Willmar.

Section 14: Appeal and Hearing Procedure. Before the City may revoke, suspend, deny or not renew a license, written notice must be sent to the applicant or owner/licensee setting forth the alleged grounds for the potential action. To appeal the revocation, suspension, denial or non-renewal, the applicant or owner/licensee must submit a request for appeal in writing within ten (10) days of receiving the notice. The appeal will be before an independent hearing officer selected from the list of independent hearing officers maintained by the City of Willmar. At the hearing, the applicant licensee may speak on his/her behalf and may present witnesses and other evidence he/she deems necessary. Upon the conclusion of the hearing, the hearing officer, on behalf of the City Council, shall issue a written decision that includes findings of fact. The applicant/licensee may appeal the hearing officer's decision to the Minnesota Court of Appeals by writ of certiorari.

Section 15: Immediate Suspension of License. The Issuing Authority or designee may immediately suspend a license, if the licensee, or any person working on behalf of the licensee, is determined to be conducting business in an unlawful manner, any manner that constitutes a substantial hazard to the health, safety or general welfare of the public, or after repeated complaints received regarding unlawful conduct of the business practices or method of solicitation. The licensee will be given notice of the immediate suspension on site. The suspension will take place immediately. The licensee can request a hearing within ten (10) days of notice of the suspension and the hearing procedure will be the same as set forth in 447:13.

Section 16: Ability to Reapply After Revocation. The holder of a therapeutic massage establishment license or massage therapist license may not reapply for a new license for a period of ten (10) years if their license is revoked under this ordinance.

Section 17: - Severability.

If any section, subsection, sentence, clause, or phrase of this section is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this section. The city council hereby declares that it would have adopted the section in each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.



★ **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: December 4, 2019 |
| From: Sean E. Christensen, P.E. Public Works Director | Subject: Robbins Island Four Season Shelter Change Order No. 1 |

RECOMMENDED ACTION:

Motion By: Council Member _____ Second By: Council Member _____, to approve Change Order No. 1 for the Robbins Island Four Season Shelter project in the amount of \$23,083.27.

HISTORY:

Ram General Contracting was awarded the Robbins Island Four Season Shelter construction project at the August 19th Council Meeting. Construction began in September for the 3,100 square foot building including a community room and public restrooms. Change Order No. 1 resulted from labor and material for watermain pipe and water service changes to switch the size from 2.5 inch to 4 inch as well moving the location of the service due to ground water infiltration, adding outlets for sink and flush valves, upgrading the steel roof color to copper so it matches the Rice Park shelter, and adding additional erosion control per the MPCA. The total for these changes increases the contract amount by \$23,083.27.

FINANCIAL IMPACT:

The base bid with alternates of the polished concrete floor, air conditioning, and spay foam insulation was awarded to RAM General Contracting in the amount of \$925,152. The addition of Change Order No. 1 brings the total contract price to \$948,235.27 and will be funded from budgeted contingency amount.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: December 4, 2019

COUNCIL MEETING DATE: December 16, 2019

Resolution No. ____

A RESOLUTION ACCEPTING CHANGE ORDER NO. 1 FOR THE ROBBINS ISLAND FOUR SEASON SHELTER PROJECT.

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 the Robbins Island Four Season Shelter project between the City of Willmar and RAM General Contracting of Winsted, Minnesota by Change Order No. 1 in the increased amount of \$23,083.27.

Dated this 16th day of December, 2019

Mayor

Attest:

City Clerk



AIA[®]

Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
296.19 - Robbins Island Park
Willmar, MN

CONTRACT INFORMATION:
Contract For: General Construction
Date: May 30, 2018

CHANGE ORDER INFORMATION:
Change Order Number: 001-REV
Date: December 10, 2019

OWNER: *(Name and address)*
City of Willmar
333 SW 6th Street
Willmar, MN 56201

ARCHITECT: *(Name and address)*
Engan Associates Architects
311 4th Street SW
Willmar MN 56201

CONTRACTOR: *(Name and address)*
RAM General Contracting
592 Industrial Blvd
Winsted, MN 55395

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- A. As directed by the owner, add materials and labor for items listed below and shown in attached RAM Change Order #1-19522 and attached Plumbing and Heating of Willmar Change Order # 44-1: \$17,218.72
 - 1. Added flushing capability for new water service scheduled for 2020.
 - 2. Added work rerouting existing island water service to interior of new building to accommodate drainage and control of playground, and all existing water fixtures on the island. This also allows the Destination Playground to add a water softener for their new R.O. system. This will prevent the playground misters from clogging with hardwater deposits.
- B. Add materials and labor for:
 - 1. Increase the size of the water pipe to the building.
 - 2. Accommodated additional work (2 days) caused by unforeseen ground water layer that flooded excavation for water service.

TOTAL: \$17,218.72

| | |
|--|---------------|
| The original Contract Sum was | \$ 925,152.00 |
| The net change by previously authorized Change Orders | \$ 0.00 |
| The Contract Sum prior to this Change Order was | \$ 925,152.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 17,218.72 |
| The new Contract Sum including this Change Order will be | \$ 942,370.72 |

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be TBD

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Engan Associates Architects

ARCHITECT *(Firm name)*

RAM General Contracting

CONTRACTOR *(Firm name)*

City of Willmar

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Andy M. Engan, AIA, LEED AP, CID,
Principal

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



RAM General Contracting

592 Industrial Drive
PO Box 660
Winsted MN 55395
320-485-2844

License: 171976

Change Order PROPOSAL

Order#: 1-19522

Order Date: 10/02/2019

To: City Of Willmar
333 6th Street SW
Willmar MN 56201

Project: 19522
Robbins Island Four-Season Shelter
Robbins Island Park
Hwy 71 N
Willmar MN 56201

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

| Description of Work | Amount |
|---|----------|
| Plumbing - Water Main Pipe All materials and labor for the water main changes per attached change order from Plumbing and Heating of Willmar. | 6,657.06 |
| Water Service Changes - Excavation 2 days of extra work with 2 men, 316 excavator, SVL-75 skid loader and packer for moving the water main location due to ground water infiltration. Includes dewatering and rebuilding the temp driveway after the water main relocation per the city. | 8,872.00 |
| 10% Contractors Fee | 1,553.00 |
| Bid Bond Fee | 136.66 |

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

17,218.72

| | |
|--|------------|
| The original Contract Sum was | 925,152.00 |
| Net change by previous Change Orders | 0.00 |
| The Contract Sum prior to this Change Order | 925,152.00 |
| The Contract Sum will be changed by this Change Order | 17,218.72 |
| The new Contract Sum including this Change Order will be | 942,370.72 |
| The Contract Time will be changed by | 0 Days |

Owner: _____ Date: _____

Contractor: _____ Date: _____

PLUMBING & HEATING

of Willmar, Inc.

2101 Highway 12 West
 Willmar, Minnesota 56201
 (320) 235-4962 Ph
 (320) 235-7652 Fax

Change Order Request

44 — Robbins Island Park 4 Season Shelter COR Subject: Add to increase water main to 4" due to the fact that they don't make 2.5" pipe and 3" is unavailable

To Eric Finch
 RAM General Contracting, Inc.

COR Number: 44-1
COR Revision Number: 0
COR Date: 10/29/2019
Work Type: Field Work Order / T&M
Days Valid: 5

Return To Micheal Sixta
 Plumbing & Heating of Willmar
 (320) 894-7872
 michael@phwillmar.com

Details

| Line No | Code | Description | Type | Cost / Rate | Qty / Hrs | Workers | Ext |
|---------|----------------------|----------------------|----------|-------------|---------------------|---------|------------|
| 001 | 7—DOMESTIC WATER B/G | Journeyman Plumber | Labor | \$114.00 | 9.00 <i>Hrs</i> | 2.00 | \$2,052.00 |
| 002 | | 4" C-900 Pipe | Material | \$3.07 | 80.00 <i>LF</i> | - | \$245.96 |
| 003 | | 4" DIP Pipe | Material | \$27.34 | 18.00 <i>LF</i> | - | \$492.07 |
| 004 | | 4" MJ 90 Bend | Material | \$58.21 | 3.00 <i>EACH</i> | - | \$174.63 |
| 005 | | 4" Star Grip PVC | Material | \$29.49 | 6.00 <i>EACH</i> | - | \$176.92 |
| 006 | | 4" Star Grip DIP | Material | \$25.45 | 3.00 <i>EACH</i> | - | \$76.34 |
| 007 | | 4" x 12" Long Sleeve | Material | \$51.71 | 1.00 <i>EACH</i> | - | \$51.71 |
| 008 | | 4" MJ Gasket | Material | \$4.73 | 9.00 <i>EACH</i> | - | \$42.57 |
| 009 | | Duc Lugs | Material | \$3.43 | 4.00 <i>EACH</i> | - | \$13.72 |
| 010 | | 4" Uni Flange | Material | \$50.75 | 1.00 <i>EACH</i> | - | \$50.75 |

| Line No | Code | Description | Type | Cost / Rate | Qty / Hrs | Workers | Ext |
|---------|------|-------------------------------|----------|-------------|----------------------|---------|------------|
| 011 | | 4" x 3" Companion Flange | Material | \$67.11 | 1.00 <i>EACH</i> | - | \$67.11 |
| 012 | | 4" Rubber Gasket | Material | \$3.99 | 1.00 <i>EACH</i> | - | \$3.99 |
| 013 | | G Style Valve Box | Material | \$207.01 | 1.00 <i>EACH</i> | - | \$207.01 |
| 014 | | 6" Gate Valve Adapter | Material | \$97.77 | 1.00 <i>EACH</i> | - | \$97.77 |
| 015 | | 3/4" x 3.5" Core Blue Bolt | Material | \$3.39 | 28.00 <i>EACH</i> | - | \$94.81 |
| 016 | | 3/4" x 3.5" bolt | Material | \$2.03 | 6.00 <i>EACH</i> | - | \$12.19 |
| 017 | | 3/4" Threaded Rod | Material | \$1.81 | 24.00 <i>LF</i> | - | \$43.34 |
| 018 | | 3/4" Heavy Duty Nut | Material | \$0.46 | 12.00 <i>EACH</i> | - | \$5.55 |
| 019 | | 3/4" Rod Coupling | Material | \$1.88 | 2.00 <i>EACH</i> | - | \$3.76 |
| 020 | | 3" x 2.5" Bushing | Material | \$41.83 | 1.00 <i>EACH</i> | - | \$41.83 |
| 021 | | Wet Tap Sleeve and Gate Valve | Material | \$2,284.38 | 1.00 <i>EACH</i> | - | \$2,284.38 |

Breakout

Labor : \$2,052.00
Material : \$4,186.42
Overhead Percent @ 10%: \$418.64
Total: \$6,657.06

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Signed By:



Michael Sixta
President

Dated: 10/29/2019



AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
296.19 - Robbins Island Park
Willmar, MN

CONTRACT INFORMATION:
Contract For: General Construction
Date: May 30, 2018

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: December 10, 2019

OWNER: *(Name and address)*
City of Willmar
333 SW 6th Street
Willmar, MN 56201

ARCHITECT: *(Name and address)*
Engan Associates Architects
311 4th Street SW
Willmar MN 56201

CONTRACTOR: *(Name and address)*
RAM General Contracting
592 Industrial Blvd
Winsted, MN 55395

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- A. Add materials cost for the roof color upgrade per attached RAM Change Order Request #4-19522. \$2,427.27
Roofing color upgrade cost to go from the roofing supplier's standard color to a premium color.

TOTAL: \$2,427.27

| | |
|--|---------------|
| The original Contract Sum was | \$ 925,152.00 |
| The net change by previously authorized Change Orders | \$ 20,396.44 |
| The Contract Sum prior to this Change Order was | \$ 945,548.44 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 2,427.27 |
| The new Contract Sum including this Change Order will be | \$ 947,975.71 |

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be TBD

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Engan Associates Architects
ARCHITECT *(Firm name)*

RAM General Contracting
CONTRACTOR *(Firm name)*

City of Willmar
OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Andy M. Engan, AIA, LEED AP, CID,
Principal

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



RAM General Contracting
 592 Industrial Drive
 PO Box 660
 Winsted MN 55395
 320-485-2844

License: 171976

Change Order **REQUEST**

Order#: 4-19522

Order Date: 11/04/2019

To: City Of Willmar
 333 6th Street SW
 Willmar MN 56201

Project: 19522
 Robbins Island Four-Season Shelter
 Robbins Island Park
 Hwy 71 N
 Willmar MN 56201

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

| Description of Work | Amount |
|---|----------|
| Upgrade Roof Steel to Copper Color Upgrade from the standard colors to the premium Copper color on the roof steel, fascia, gutters and downspouts. | 2,189.00 |
| 10% Contractors Fee | 219.00 |
| Bid Bond Fee | 19.27 |

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

| |
|-----------------|
| 2,427.27 |
|-----------------|

| | |
|--|------------|
| The original Contract Sum was | 925,152.00 |
| Net change by previous Change Orders | 0.00 |
| The Contract Sum prior to this Change Order | 925,152.00 |
| The Contract Sum will be changed by this Change Order | 2,427.27 |
| The new Contract Sum including this Change Order will be | 927,579.27 |
| The Contract Time will be changed by | 0 Days |

Owner: _____ Date: _____

Contractor: _____ Date: _____



AIA®

Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
296.19 - Robbins Island Park
Willmar, MN

CONTRACT INFORMATION:
Contract For: General Construction
Date: May 30, 2018

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: December 10, 2019

OWNER: *(Name and address)*
City of Willmar
333 SW 6th Street
Willmar, MN 56201

ARCHITECT: *(Name and address)*
Engan Associates Architects
311 4th Street SW
Willmar MN 56201

CONTRACTOR: *(Name and address)*
RAM General Contracting
592 Industrial Blvd
Winsted, MN 55395

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- A. Add materials and labor for the additional erosion control per MPCA site inspection requirement, see attached RAM Change Order Request #5-19522. \$3,437.28

TOTAL: \$3,437.28

| | |
|--|---------------|
| The original Contract Sum was | \$ 925,152.00 |
| The net change by previously authorized Change Orders | \$ 22,823.71 |
| The Contract Sum prior to this Change Order was | \$ 947,975.71 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 3,437.28 |
| The new Contract Sum including this Change Order will be | \$ 951,412.99 |

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be TBD

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Engan Associates Architects
ARCHITECT *(Firm name)*

RAM General Contracting
CONTRACTOR *(Firm name)*

City of Willmar
OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Andy M. Engan, AIA, LEED AP, CID,
Principal

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

41



RAM General Contracting
592 Industrial Drive
PO Box 660
Winsted MN 55395
320-485-2844

License: 171976

Change Order **REQUEST**

Order#: 5-19522

Order Date: 11/12/2019

To: City Of Willmar
333 6th Street SW
Willmar MN 56201

Project: 19522
Robbins Island Four-Season Shelter
Robbins Island Park
Hwy 71 N
Willmar MN 56201

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

| Description of Work | Amount |
|---|----------|
| Additional Erosion Control Add two additional lines of erosion control on the west and north sides per the MPCA inspection and guidelines. | 3,100.00 |
| 10% Contractors Fee | 310.00 |
| Bid Bond Fee | 27.28 |

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

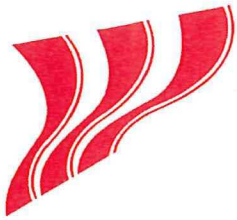
Requested Amount of Change

3,437.28

| | |
|--|------------|
| The original Contract Sum was | 925,152.00 |
| Net change by previous Change Orders | 0.00 |
| The Contract Sum prior to this Change Order | 925,152.00 |
| The Contract Sum will be changed by this Change Order | 3,437.28 |
| The new Contract Sum including this Change Order will be | 928,589.28 |
| The Contract Time will be changed by | 0 Days |

Owner: _____ Date: _____

Contractor: _____ Date: _____



WILLMAR

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

CITY COUNCIL AGENDA REPORT

| | |
|--|---|
| To: Mayor and City Council | Date: December 4, 2019 |
| From: Sean E. Christensen, P.E. <i>SC</i> Public Works Director | Agenda Item: Order 2020 Improvement Report |

RECOMMENDED ACTION:

Motion By: Council Member _____ Second By: Council Member _____, to adopt the resolution ordering the Improvement Report for the 2020 Street Improvements.

HISTORY:

As required by State Statute, a report is required for the 2020 Street and Other Improvements. The report is to contain the boundaries of the area of improvements, the estimated cost, the total amount payable from special assessments and the total amount of bonds the City intends to issue. The report will indicate the financial burden the City will need to assume, in terms of the demand upon money in the general fund and the impact on the City's borrowing capacity. The list of streets and other proposed projects for 2020 has been prepared. The City Council is required to order the preparation of the Improvement Report explaining the proposed improvements and estimated costs.

FINANCIAL IMPACT:

Sources of funding for the 2020 Improvement Projects includes monies from the Willmar Municipal Utilities, assessments, federal and state aid funds, and bond proceeds.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: December 4, 2019

COUNCIL MEETING DATE: December 16, 2019

RESOLUTION NO. _____

**RESOLUTION ORDERING PREPARATION OF
REPORT ON IMPROVEMENTS**

Motion By: _____ Second By: _____

WHEREAS, it is proposed to construct the following improvements under the 2020 Improvement Projects:
Grading, aggregate base, curb and gutter, edge drain, sump pump connections, milling, bituminous pavement,
sidewalk, service lines, sanitary sewer, paths, and watermain

And to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota
Statutes, Section 429.011 to 429.111 (Laws 1953, Chapter 398, as amended).

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF WILLMAR, MINNESOTA:

That the proposed improvement be referred to the City Engineer for study, and that he is instructed to report
to the Council advising the Council in a preliminary way as to whether the proposed improvement is feasible,
and as to whether it should be best be made as proposed or in connection with some other improvement, and
the estimated cost of the improvement as recommended.

Dated this 16th day of December, 2019

Mayor

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: December 4, 2019 |
| From: Sean E. Christensen, P.E. Public Works Director | Subject: Snow Emergency Ordinance |

RECOMMENDED ACTION:

No action needed at this time per Attorney Robert Scott's direction. Discuss details of snow emergency practices.

HISTORY:

Snow Emergencies are issued for the City in the Central Business District to clean and haul out snow. The area affected is from 1st Street to 7th Street SW and from Trott Avenue to the bypass. Citizens can use City parking lots to park cars normally parked on the streets in this area. The Snow Emergency runs from 10:00 p.m. to 6:00 a.m. the following morning and any vehicles left on the streets will be towed at the owner's expense. The news release for the event is published on social media, announced on the area radio stations and also with the West Central Tribune. Signs are placed on barrels throughout downtown as well to notify citizens to move their cars before 10:00 p.m. that night.

FINANCIAL IMPACT:

N/A

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: December 4, 2019

COUNCIL MEETING DATE: December 16, 2019

FINANCE COMMITTEE

MINUTES

The Finance Committee/Full Council Meeting of the City of Willmar met at 5:15 p.m. on Thursday December 5, 2019, in Conference Room No. 1 at the City Office Building.

Present: Audrey Nelsen Chair
Rick Fagerlie Member
Andrew Plowman Member
Julie Asmus Member

Others present: Finance Director Steve Okins, Airport Manager Eric Rudningen, Justin Boike, WMU Manager John Harren, WMU Finance Director Denise Runge, and EDC Director Aaron Backman.

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**

Adjust Boike Ag Lease - (Motion)

Agriculture land leases at the old airport site were executed for 2019-2022 in the Fall of 2018. Shortly thereafter, the Willmar WYE Project began moving forward and many of the tracts that had been leased out were adversely affected. These leases are held by Justin Boike who has been reimbursed for lost productive land. However, staff feels that the tracts have been significantly affected and now should have a revised value per acre. This item had been tabled at the last Finance Committee Meeting for further review. It is now being proposed by Management that the bids for each of these leases be reduced by \$20 per acre. This would lower the amount anticipated to be received over the four-year term by approximately \$20,527.20. Staff explained that this rent adjustment would be retroactive to the beginning of 2019 and noted that the City is within its legal rights to change the price per acre for the leases in question due to the required changes to the parcels. Further, if no agreement can be reached, Mr. Boike would be eligible to opt out of the lease(s) beginning in 2020.

Mr. Boike would like to see more of a reduction in rent because the lost acreage will affect the way he farms these parcels, including issues he will have with access points. It was also noted that several issues remain regarding what portion of these parcels will actually be available for agricultural production due to the ongoing construction of the WYE Project. It was the consensus of the Committee to table this item again until firm information can be obtained from MN DOT and BNSF regarding the land needed for the WYE construction. Staff asked for direction regarding the date for rent to be paid for the parcels in question because the leases reflect a due date of February 1st.

It was moved to recommend by Council Member Plowman and seconded by Council Member Fagerlie, to defer issuing invoices to Mr. Boike for the annual rent for the applicable parcels until an amendment could be agreed upon for Parcels No. 1, 2, 4, and 6.

Epitopix Sewer Line - (Resolution)

In late October, the EDC received word from the MN Department of Employment & Economic Development that DEED Commissioner Steve Grove had approved a \$1.3 million IBDPI Grant with the City of

Willmar for the Epitopix Sewer Line Project. The EDC had prepared and submitted the grant application on behalf of the City. The line runs from the main north-south interceptor near the Willmar Industrial Park, west along the north side of the new Highway 12, then north on 45th Street to the Epitopix production facility. Epitopix needs the sewer service to accommodate a major expansion of its production capacity in Willmar. IBDPI is an Innovative Business Development Public Infrastructure Grant that does not require a match from the City. However, the City will need to expend funds for the public infrastructure and then be reimbursed by the State of Minnesota. Subsequently, the City needs to add the planned infrastructure to its 2020 budget.

It was moved to recommend by Council Member Asmus and seconded by Council Member Plowman to introduce a resolution to increase the 2020 budget by \$1.3 million in both revenues and expenditures as presented.

Intergovernmental Transfer Agreement with Carris Health - (Resolution)

Pursuant to the Affiliation Agreement and related Operating Lease Agreement between the City of Willmar, CentraCare Health System, and Carris Health, the real property, upon which Rice Hospital's facilities and the Care Center's facilities are located, is exempt from paying real estate taxes. Previously Rice Hospital and the City have entered into agreements whereby the Hospital would remit to the City annual negotiated intergovernmental transfer payments in consideration for the municipal services provided to Rice Hospital by the City. Both parties desire to continue this annual intergovernmental transfer. To date the total annual transfer amount has been \$300,000 and it is being proposed that this continues through 2020. Further, the ECPN payments in 2019 have been \$9,400 per month and it is being proposed that this amount is changed to \$5,900 per month in 2020.

It was moved to recommend by Council Member Asmus and seconded by Council Member Fagerlie to introduce a resolution to authorize the Mayor and City Administrator to execute the Agreement for Intergovernmental Transfer and ECPN Payments by and between Carris Health Rice Memorial Hospital, Rice Care Center, and the City of Willmar effective January 1, 2020.

Write Off Uncollectible Accounts Receivable - (Resolution)

On November 1, 2017, invoices were issued for the second half payment of 2017 crop land leases. On December 6, 2017, invoices were issued for late fees on the unpaid invoices. The total outstanding was \$29,636.89 for Tracts I and VI and ROW IV. These amounts were forwarded to the City Attorney to assist in pursuing collection who then issued a notification to the party involved on April 5, 2018. Since these invoices remained unpaid, a second notification was issued by the attorney on June 28, 2018, pursuing collection. On July 30, 2018, a bankruptcy notice was received and forwarded on to the City Attorney. On November 27, 2018, a second bankruptcy notice was received detailing the discharge of debts. On May 23, 2019, another notice to file claims was received which was forwarded on to the City Attorney. \$576.51 was received as a final settlement. Subsequently, the remaining balance of \$29,060.38 needs to be written off as uncollectible.

It was moved to recommend by Council Member Plowman and seconded by Council Member Asmus to introduce a resolution to write off the uncollectible accounts receivable balance of \$29,060.38 as presented.

Appropriate Undesignated Balance to Auditorium - (Resolution)

After Council approval of the 2020 Budget, there is a remaining amount of \$485,000 in Undesignated Funds. Councilmember Nelsen is recommending that this amount be appropriated to Unfunded Auditorium Improvements including Tuck Pointing for \$400,000, ADA Requirements for the Elevator and Bathroom for \$600,000, and Roof/Gutter Replacement for \$350,000. It is understood that the \$485,000 will not be able to fully fund these expenditures but will be earmarked toward that end.

It was moved to recommend by Council Member Asmus and seconded by Council Member Fagerlie to

introduce a resolution to appropriate the remaining Undesignated Funds of \$485,000 in the 2020 Budget for a portion of the unfunded Auditorium Capital Improvements of Tuck Pointing ADA Requirements for Elevator and Bathroom, and Roof/Gutter Replacement.

Item No. 4 **Discussion Items for the Council**

MUC October Financial Report

WMU Finance Director Denise Runge presented an overview of the Willmar Municipal Utilities financial status compared to a year ago. Revenues and Expenditures are pretty much right on budget to date. Compared to last year, revenue to date is down slightly and Operating Expenditures to date are also down slightly. Retained Earnings to date are \$6,440,891 which is up from last year's retained earnings of \$5,893,261. The status of District Heat was briefly reviewed noting that June 30, 2020, will be the last day for that System. At this point, future use of the District Heating building is undecided.

Fund Balance Policy Review

The current Fund Balance Policy was provided to the Committee for their annual review. This policy will be discussed at the next Finance Committee meeting.

Investment Policy Review

The current Investment Policy was provided to the Committee for their annual review. This policy will be discussed at the next Finance Committee meeting.

Miscellaneous

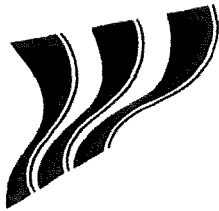
Chair Nelsen thanked the Finance Committee and the Council for their efforts in reviewing and adopting the 2020 Budget. For next year's budget process, timing of delivering the initial proposed budget to the council will be reviewed to be sure to adhere to the City Charter requirements. Further, the CIP priorities will be closely reviewed, including street funding, the \$4 utility improvement fee, the franchise fee, the debt service for City Hall, technology enhancement, increased community engagement in the budget process, and to make sure that "one-time money" is used for "one-time projects".

There being no further business to come before the Committee, the meeting was adjourned at 6:30 PM by Chair Nelsen.

Respectfully submitted,



Carol Cunningham
Accounting Coordinator



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: 12/2/2019 |
| From: Eric Rudningen | Agenda Item: Ag Lease revision |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to

HISTORY:

Ag land at the old airport site was leased out for 2019-2022 in the fall of 2018. Following the execution of the leases, the Willmar WYE project began moving forward and many of the tracts that had been leased out were adversely affected. These leases are held by Mr. Justin Boike, who has been very understanding and cooperative throughout the process. He has been reimbursed for lost productive land, however, staff feels that the tracts have been significantly effected and now should have a revised value per acre. Management proposes reducing the bid for all four years by \$20.00 per acre. The attached spreadsheet shows the impact of this change.

FINANCIAL IMPACT: See attached

ALTERNATIVES:

1. N/A
- 2.

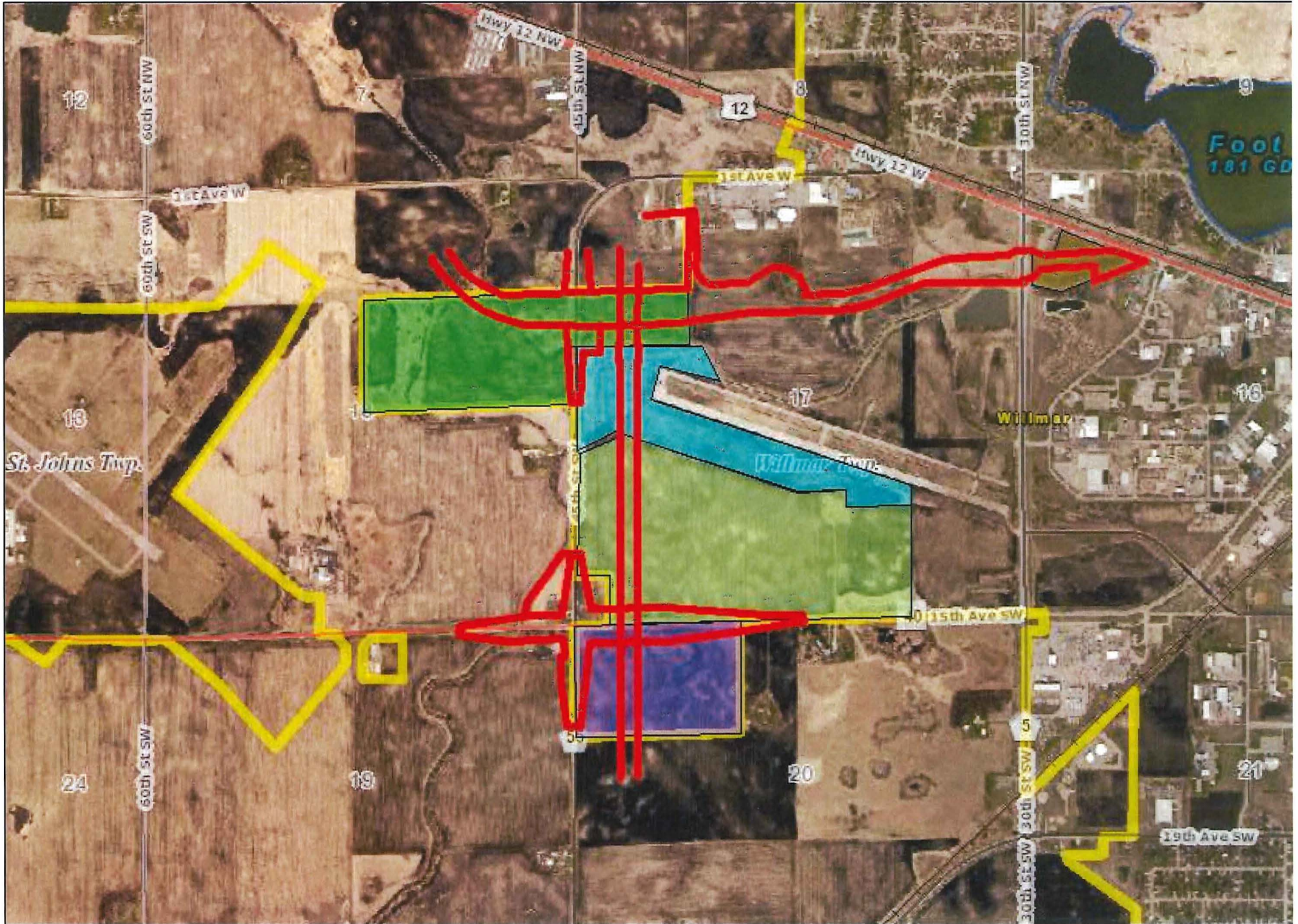
REVIEWED BY: Brian Gramentz City Administrator

COMMITTEE MEETING DATE: Finance 12/5/2019

COUNCIL MEETING DATE:

| Tract | Original Acres | Original Bid | Right of way April | Right of Way May | Tillable acres |
|-------|----------------|---------------------|--------------------|------------------|----------------|
| I | 73.34 | \$68,206.20 | 25.73 | 3.1 | 44.51 |
| II | 143.81 | \$152,450.60 | 30.32 | 10.12 | 103.37 |
| III | 11.01 | \$9,688.00 | 11.01 | 0 | 0 |
| IV | 56 | \$45,360.00 | 10.5 | 5.78 | 39.72 |
| VI | 74.03 | \$57,003.10 | 0 | 5.04 | 68.99 |
| | 358.19 | \$332,707.90 | 77.56 | 24.04 | 256.59 |

| Original bid/acre years 1-2 | Original bid/acre years 3-4 | Bid with removed acres | Adjusted bid/acre years 1-2 | Adjusted bid per acre years 3-4 | Total with adjustment |
|-----------------------------|-----------------------------|------------------------|-----------------------------|---------------------------------|-----------------------|
| \$200.00 | \$265.00 | \$41,394.30 | \$180.00 | \$245.00 | \$37,833.50 |
| \$235.00 | \$295.00 | \$109,572.20 | \$215.00 | \$275.00 | \$101,302.60 |
| \$149.96 | \$249.96 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| \$175.00 | \$230.00 | \$32,173.20 | \$155.00 | \$210.00 | \$28,995.60 |
| \$170.00 | \$215.00 | \$53,122.30 | \$150.00 | \$195.00 | \$47,603.10 |
| | | \$236,262.00 | | | \$215,734.80 |





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: December 5, 2019 |
| From: Steve Okins, Finance Director | Agenda Item: Epitopix Sewer Line |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to introduce a resolution amending the 2020 Budget in the amount of \$1,300,000 to accommodate the Epitopix Sewer Line Project.

HISTORY: In late October, the EDC received word from the MN Department of Employment & Economic Development that the DEED Commissioner Steve Grove had approved a \$1.3 million IBDPI Grant with the City of Willmar for the Epitopix Sewer Line Project. The EDC had prepared and submitted the grant application on behalf of the City. The line runs from the main north-south interceptor near the Willmar Industrial Park, west along the north side of the new Highway 12, then north on 45th Street to the Epitopix production facility. Epitopix needs the sewer service to accommodate a major expansion of its production capacity in Willmar.

FINANCIAL IMPACT: The Innovative Business Development Public Infrastructure Grant Program (IBDPI) does not require that the City match the \$1.3 million grant. However, the City will need to expend funds for the public infrastructure and then be reimbursed by the State of Minnesota. The City of Willmar needs to add the planned infrastructure in its 2020 budget.

ALTERNATIVES: None.

- 1.
- 2.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: Finance Committee December 5, 2019

COUNCIL MEETING DATE: December 16, 2019

Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT
Grant #IBDP-19-0004-O-FY20

| Source of Funds | | Use of Funds | |
|----------------------------------|--------------------|--|--------------------|
| Identify Source of Funds | Amount | Identify Items | Amount |
| State GO Funds | | Ownership Acquisition and Other Items Paid for with Program Grant Funds | |
| BDPI/Program Grant | \$1,300,000 | Purchase of Ownership Interest | \$ _____ |
| Other State Funds | | Other Items of a Capital Nature | |
| _____ | \$ _____ | Sanitary Sewer Lines | \$1,300,000 |
| _____ | \$ _____ | | |
| Sub-Total | \$1,300,000 | Sub Total | \$1,300,000 |
| Matching Funds | | Items Paid for with Non- Program Grant Funds | |
| _____ | \$ _____ | | |
| _____ | \$ _____ | | |
| Sub Total | \$ _____ | | |
| Other Public Entity Funds | | | |
| _____ | \$ _____ | | |
| Sub-Total | | Sub Total | |
| Loans | | | |
| _____ | \$ _____ | | |
| _____ | \$ _____ | | |
| Sub-Total | \$ _____ | | |
| Other Funds | | | |
| _____ | \$ _____ | | |
| _____ | \$ _____ | | |
| Sub-Total | \$ _____ | | |
| TOTAL FUNDS | \$1,300,000 | TOTAL PROJECT COSTS | \$1,300,000 |

Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE

Project Engineering completed - 2/20
Project Specification completed – 5/20
Bidding completed – 5/20
Award/Notice to Proceed – 6/20
Project construction started – 6/20
Project construction completed – 6/22



Epitopix Annexation Timeline

Minnesota Statute 414.0325 – Orderly Annexation

- November 4, 2019 – Feasibility request sent to various City/County Departments; Petition ready for property owner signatures; Timeline & notice of Electric Utility Service impact available petitioners.
- November 5, 2019 – Initial meeting with Willmar Township to provide details & answer questions about upcoming annexation (7:30pm, Willmar Municipal Utilities Board Room)
- December 3, 2019 – Willmar Township will review petition for annexation & resolution to execute Joint Orderly Annexation Agreement with Willmar City Council (7:30pm, Willmar Municipal Utilities Board Room)
- December 4, 2019 – Willmar Planning Commission will review petition for annexation (7pm, Willmar City Offices Front Conference Room)
- December 16, 2019 – Willmar City Council will review petition for annexation & resolution to execute Joint Orderly Annexation Agreement with Willmar Township (7pm, County Health & Human Services Building)
- December 18, 2019 (or before) – Executed Ordinance sent to Willmar Township & State of MN Municipal Boundary Adjustments
- Receive approved annexation from State (depending on their load, will take 2+ weeks)
- Record executed Ordinance with Kandiyohi County Recorder

RESOLUTION NO. 19-_____

EPITOPIX SEWER LINE SOURCE AND USE OF FUNDS BUDGET

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the Finance Director is authorized to enter the following changes on the 2020 Budget:

| | |
|---|-------------|
| Increase Revenues: State GO Funds – BDPI Program Grant | \$1,300,000 |
| Increase Expenditures: Capital Improvement – Sanitary Sewer Lines | \$1,300,000 |

Dated this 16th day of December, 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: December 5, 2019 |
| From: Steve Okins, Finance Director | Agenda Item: Carris Health Intergovernmental Transfer |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to introduce a resolution authorizing the Mayor and City Administrator to execute the Agreement For Intergovernmental Transfer And ECPN Payments By and Between Carris Health Rice Memorial Hospital, Rice Care Center, and the City of Willmar.

HISTORY: Pursuant to the Affiliation Agreement and related Operating Lease Agreement between the City of Willmar, CentraCare Health System, and Carris Health, the real property, upon which Rice Hospital’s facilities and the Care Center’s facilities are located, is exempt from paying real estate taxes. Previously, Rice Hospital and the City have entered into agreements whereby the Hospital would remit to the City annual negotiated intergovernmental transfer payments in consideration for the municipal services provided to Rice Hospital by the City. Both parties desire to continue this annual intergovernmental transfer. To date, the total annual transfer amount has been \$300,000 and it is being proposed that this continues through 2020. Further, the ECPN payments in 2019 have been \$9,400 per month and it is being proposed that this amount is changed to \$5,900 per month in 2020.

FINANCIAL IMPACT: This Agreement will continue to provide \$300,000 in revenue annually in 2020. The ECPN monthly reimbursement is being reduced from \$9,400 to \$5,900 to more accurately reflect the actual costs anticipated to be expended.

ALTERNATIVES: None.

- 1.
- 2.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: Finance Committee December 5, 2019

COUNCIL MEETING DATE: December 16, 2019

RESOLUTION NO. 19-_____

CARRIS HEALTH INTERGOVERNMENTAL TRANSFER AGREEMENT

Motion By: _____

Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the Mayor and City Administrator are authorized to execute the "Agreement for Intergovernmental Transfer and ECPN Payments by and between Carris Health Rice Memorial Hospital, Rice Care Center and the City of Willmar" effective January 1, 2020.

Dated this 16th day of December, 2019.

MAYOR

ATTEST:

CITY CLERK

**AGREEMENT FOR INTERGOVERNMENTAL TRANSFER AND ECPN PAYMENTS BY AND
BETWEEN CARRIS HEALTH RICE MEMORIAL HOSPITAL, RICE CARE CENTER AND
THE CITY OF WILLMAR**

This Agreement is made and entered into this ___ day of _____, 2019, by and between Carris Health, LLC, a Minnesota non-profit limited liability company, Carris Health Rice Memorial Hospital, a hospital located in the City of Willmar (hereinafter referred to as "Rice Hospital"), Rice Care Center, a nursing facility located in the City of Willmar (herein referred to as Care Center), and the City of Willmar, a Minnesota municipal corporation (hereinafter referred to as "City") (the "Agreement"),
WITNESSETH:

WHEREAS, Rice Hospital is a public Hospital located at 301 Becker Avenue Southwest in the City and possesses the powers of a nonprofit corporation relative to its delivery of healthcare services pursuant to Minn. Stat. § 144.581;

WHEREAS, Care Center is a nursing facility located at 1801 Willmar Ave SW, Willmar, MN 56201;

WHEREAS, pursuant to the Affiliation Agreement and related Operating Lease Agreement between the City, CentraCare Health System, and Carris Health, the City, (hereinafter referred to as "Lease Agreement") acting pursuant to its statutory authority under Minn. Stat. § 447.47, leased and transferred the operations of Rice Hospital and Care Center to Carris Health and Carris Health assumed the day-to-day operations of Rice Hospital and Care Center and, in connection therewith, acquired certain operating assets and employees of Rice Hospital and Care Center, pursuant to Article II of the Lease Agreement;

WHEREAS, the real property upon which Rice Hospital's facilities in the City and Care Center's facilities in the City are located is exempt from paying real estate taxes;

WHEREAS, Rice Hospital and the City have previously entered into agreements whereby the Hospital would remit to the City annual negotiated intergovernmental transfer payments in consideration for the municipal services provided to Rice Hospital by the City;

WHEREAS, the parties desire to continue the annual intergovernmental transfer pursuant to the terms and conditions outlined below;

WHEREAS, the parties intend to participate in the Equitable Cost-sharing for Publicly -owned Nursing facilities;

NOW, THEREFORE, BE IT RESOLVED by and between the parties as follows:

1. Rice Hospital shall pay to the City an annual intergovernmental transfer payment equivalent to \$300,000 per annum, effective January 2018, pursuant to Article III of the Lease Agreement.
2. Rice Hospital's annual transfer payments to the City shall be made in four equal installments in the amount of one quarter of the annual payment on March 30, June 30, September 30, and December 30 of each year.
3. Furthermore, for the period of January 1, 2018 through December 31, 2018, Carris Health will pay the City \$3,850.00 per month.

4. In addition, for the period of January 1, 2019 through December 31, 2019, Carris Health will pay the City \$9,400.00 per month.
5. In addition, for the period of January 1, 2020 through December 31, 2020, Carris Health will pay the City \$5,900.00 per month.
6. The parties hereby agree that the terms and conditions of this Agreement shall remain in effect through December 31, 2020.
7. The parties further agree that this Agreement shall be renegotiated annually and that this Agreement may only be modified by written amendment executed by both parties.

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

CITY OF WILLMAR

CARRIS HEALTH RICE MEMORIAL HOSPITAL

By: _____
Mayor

By: _____
Chief Executive Officer

By: _____
City Administrator

**Application for Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN)
Minnesota Statutes, 256R.48**

For the earliest effective date of January 1, 2020 through December 31, 2020

(please type or print)

| 1) Facility | | | |
|---|---|-----------------------------------|---|
| Legal Name Carris Health - Rice Memorial Hospital | Address 1801 Willmar Ave. SW Willmar, MN 56201 | Provider NPI Number 1245280080 | |
| Administrator of Facility | | | |
| Name/Title Pamela Adam, Administrator | Address (if different from above) | Phone 320-214-2745 | Email Address pamela.adam@carrishealth.com |
| Other Facility Contact | | | |
| Name/Title Jackie, Hinderks, Director Revenue Cycle | Address (if different from above) | Phone 320-231-4425 | Email Address jaclyn.hinderks@carrishealth.com |
| 2) Physical Plant Owner | | | |
| Legal Name City of Willmar | Address PO Box 755 Willmar, MN 56201 | Email Address | |
| Contact | | | |
| Name/Title Brian Gromentz, Interim City Administrator | Address (if different from above) 333 Southwest 6 th St. Willmar, MN 56201 | Phone 320-235-4913 | Email Address bgromentz@willmarmn.gov |
| 3) License Holder (if different from #2) | | | |
| Legal Name | Address | Email Address | |
| Contact | | | |
| Name/Title | Address (if different from above) | Phone | Email Address |
| 4) Election for requested rate increase: | | | |
| <input checked="" type="checkbox"/> Facility requests an increase to the payment rate of \$_11.24___, not to exceed \$11.24 per resident day. | | | |

| 5) Terms and Conditions |
|--|
| <p>The undersigned understands and agrees that:</p> <ul style="list-style-type: none"> • Participation is through December 31, 2020 unless terminated by either party. • Application to participate in this program is voluntary and may be terminated with thirty days written notice. • Commissioner may reduce payment rates under the ECPN program and may terminate the program at any time at the sole discretion of the commissioner. • The new or increased contributions for the non-federal share of the Medicaid payments are certified to be |

voluntary and the State is in no way requiring provision of the funding.

- The full benefit of participation in the ECPN program must stay with the nursing facility. The owner agrees to not take any of the benefit away from the facility. **The nursing facility agrees that facility resources will not be used to pay the non-federal share of Medicaid payments to the local government entity or to the State. The owner agrees to not use facility resources to pay the non-federal share of Medicaid payments.**
- The intergovernmental transfer for the increased contribution for the non-federal share of Medicaid payments must be received prior to the payment of the alternate rate.
- During the effective period of this application, owner may reduce participation level one time during the rate year, with at least 30 days written notice before the first day of any month.
- To continue participation in the ECPN program, the local government entity must either be the facility license holder or owner of the physical plant. Participation in the program will be terminated effective on the first day of the month following a change in status if the local entity is no longer either the facility license holder or owner of the physical plant. On the date of termination, payment rates will be adjusted to the level they would have been if the local government entity had not participated.
- If the amount of owner's obligation changes during participation due to census changes owner shall notify DHS. DHS will adjust amount of agreed upon contribution accordingly.

I certify that the information contained herein is true and accurate to the best of my knowledge, that I accept the Terms and Conditions stated in part 5 of this application and that I am authorized to submit this application on behalf of the owner.

By signing this, Local Governmental Entity agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments

Signature of Representative of Local Governmental Entity:

Print Name:

Title:

Date:

By signing this, Nursing Facility agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments

Signature of Administrator of Facility:

Pamela Adam

Print Name:

Pamela Adam

Title:

Administrator

Date:

11/26/19

Return Completed Form either by email or by US Postal to:

Gary M. Johnson
Nursing Facility Rates & Policy
Department of Human Services
PO Box 64973
St. Paul, MN 55164-0973

Gary.m.johnson@state.mn.us



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: December 5, 2019 |
| From: Steve Okins, Finance Director | Agenda Item: Write off Uncollectible Past Due Accounts Receivable |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to write off uncollectible past due accounts receivable totaling \$29,060.38

HISTORY: On November 1, 2017, invoices were issued for the second half payment of 2017 crop land leases. On December 6, 2017, invoices were issued for late fees on the unpaid invoices. The total outstanding was \$29,636.89 for Tracts I and VI and ROW IV. These amounts were forwarded to the City Attorney to assist in pursuing collection who issued a notification to the party involved on April 5, 2018. Since these invoices remained unpaid, a second notification was issued by the attorney on June 28, 2018, pursuing collection. On July 30, 2018, a bankruptcy notice was received and forwarded on to the City Attorney. On November 27, 2018, a second bankruptcy notice was received detailing the discharge of debts. On May 23, 2019, another notice to file claims was received which was forwarded on to the City Attorney. \$576.51 was received as a final settlement. Subsequently, the remaining balance of \$29,060.38 needs to be written off as uncollectible.

FINANCIAL IMPACT: This reduces Airport Fund rental income by \$13,676.91 and Industrial Development Fund rental income by \$15,383.47

ALTERNATIVES: None.

- 1.
- 2.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: Finance Committee December 5, 2019

COUNCIL MEETING DATE: December 16, 2019

RESOLUTION NO. 19-_____

CARRIS HEALTH INTERGOVERNMENTAL TRANSFER AGREEMENT

Motion By: _____

Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the Finance Director is authorized to write off a total of \$29,060.38 in uncollectible outstanding accounts receivable which includes \$13,676.91 in the Airport Fund and \$15,383.47 in the Industrial Development Fund.

Dated this 16th day of December, 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: December 5, 2019 |
| From: Steve Okins, Finance Director | Agenda Item: Designate \$485,000 in 2020 Budget for Unfunded Auditorium Improvements |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to introduce a resolution appropriating \$485,000 toward Unfunded Auditorium Capital Improvements in the 2020 Budget.

HISTORY: After Council approval of the 2020 Budget, there is a remaining amount of \$485,000 in Undesignated Funds. Councilmember Nelson is recommending that this amount be appropriated to Unfunded Auditorium Capital Improvements including Tuck Pointing for \$400,000, ADA Requirements for the Elevator and Bathroom for \$600,000 and Roof/Gutter Replacement for \$350,000. It is understood that the \$485,000 will not be able to fully fund these expenditures but will be earmarked toward that end.

FINANCIAL IMPACT: \$485,000 would be expended toward Unfunded Auditorium Capital Improvements.

ALTERNATIVES:

1. Not Approve.
2. Approve a portion.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: Finance Committee December 5, 2019

COUNCIL MEETING DATE: December 16, 2019

RESOLUTION NO. 19-_____

DESIGNATE \$485,000 IN 2020 BUDGET FOR AUDITORIUM IMPROVEMENTS

Motion By: _____

Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the remaining Undesignated Funds of \$485,000 in the 2020 Budget be designated for a portion of the unfunded Auditorium Capital Improvements of Tuck Pointing, ADA Requirements for Elevator and Bathroom, and Roof/Gutter Replacement.

Dated this 16th day of December, 2019.

MAYOR

ATTEST:

CITY CLERK

City of Willmar 2020

9/16/2019
DRAFT

Proposed Capital Improvement Program

| | | | | | | |
|---------------|--|----------------------|-----------------------|----------------------|-------------------|---------------------|
| 45 | BLA Insulation | Civic Center | \$ 350,000 | | | |
| 42 | Parking Lot Reconstruction | Fire Department | \$ 130,000 | | | |
| 42 | Tuck Pointing | Auditorium | \$ 400,000 | | | |
| 39 | ADA Requirements; Elevator & Bathroom | Auditorium | \$ 600,000 | | | |
| 35 | Swansson Field - Yellow | Park Dev. | \$ 220,000 | | | |
| 35 | Swansson Field - Red | Park Dev. | \$ 220,000 | | | |
| 35 | Swansson Field - Green | Park Dev. | \$ 220,000 | | | |
| 35 | Pickle Ball Court (Sperry) (additional funds) | Park Dev. | \$ 100,000 | | | |
| 27 | Outdoor Community Sign | Fire Department | \$ 22,000 | | | |
| 26 | Roof & Gutter Replacement | Auditorium | \$ 350,000 | | | |
| 13 | Storage Shed | Fire Department | \$ 10,000 | | | |
| 10 | Display Building for Antique Fire Engine | Fire Department | \$ 80,000 | | | |
| | | | \$ 3,379,000 | \$ 20,815,000 | \$ 501,980 | \$ 1,000,000 |
| | | | \$ 2,702,000 | | | |
| | | | \$ 677,000 | \$ 20,815,000 | \$ 501,980 | \$ 1,000,000 |

WILLMAR MUNICIPAL UTILITIES
ALL DIVISION
Oct-19

| | Month Amount | Month Budget* | YTD Amount | YTD Budget* | Prior YTD Amount |
|---------------------------------|--------------------|--------------------|---------------------|---------------------|---------------------|
| Operating revenues | | | | | |
| Residential | \$638,915 | \$808,569 | \$7,626,747 | \$7,972,522 | \$7,704,847 |
| Commercial/industrial | \$1,666,011 | \$1,788,893 | \$18,740,036 | \$17,756,994 | \$19,017,731 |
| Energy acquisition/fuel adj | \$0 | \$0 | \$0 | \$0 | \$102,767 |
| City Franchise Fee | \$196,888 | \$216,883 | \$2,155,542 | \$2,168,833 | \$2,027,455 |
| Transmission | \$151,984 | \$141,667 | \$1,396,534 | \$1,416,667 | \$1,431,022 |
| Miscellaneous | \$103,315 | \$69,311 | \$743,931 | \$684,713 | \$403,192 |
| Total operating revenues | \$2,757,113 | \$3,025,323 | \$30,662,790 | \$29,999,729 | \$30,687,013 |
| Operating expenses | | | | | |
| Production operation | \$85,834 | \$102,682 | \$995,746 | \$1,000,375 | \$2,139,264 |
| Production maintenance | \$42,680 | \$82,388 | \$516,177 | \$811,158 | \$657,484 |
| Purchased power | \$889,202 | \$1,161,817 | \$11,417,933 | \$11,585,238 | \$10,555,766 |
| Transmission operation | \$269,957 | \$297,694 | \$3,395,501 | \$2,976,943 | \$2,972,774 |
| Transmission maintenance | \$44,393 | \$10,949 | \$149,951 | \$109,493 | \$39,585 |
| Distribution operation | \$123,214 | \$84,296 | \$954,982 | \$815,012 | \$944,935 |
| Distribution maintenance | \$18,696 | \$96,028 | \$616,970 | \$935,887 | \$684,936 |
| Customer service | \$20,759 | \$61,984 | \$300,572 | \$608,067 | \$585,529 |
| Energy Services | \$19,395 | \$31,173 | \$150,411 | \$311,123 | \$190,846 |
| General & administrative | \$263,211 | \$321,963 | \$2,505,949 | \$3,191,290 | \$2,515,652 |
| Depreciation | \$198,122 | \$196,583 | \$1,972,316 | \$1,929,250 | \$1,941,209 |
| Total operating expenses | \$1,975,461 | \$2,447,558 | \$22,976,508 | \$24,273,836 | \$23,227,980 |
| Operating income | | | | | |
| Other income | \$61,912 | \$19,086 | \$665,213 | \$187,799 | \$432,709 |
| Other expense | \$421 | \$18,433 | \$116,771 | \$184,333 | \$204,647 |
| Net earnings | -\$61,491 | -\$653 | -\$548,442 | -\$3,466 | -\$228,062 |
| Cash Payment to City | \$179,383 | \$179,383 | \$1,793,833 | \$1,793,833 | \$1,793,833 |
| Retained earnings | \$663,760 | \$399,034 | \$6,440,891 | \$3,935,525 | \$5,893,261 |

* The Monthly & YTD Budget Amounts are Annual Budget divided by 12. Seasonal energy rates will cause actual to be different than budget during the early part of the year, but will catch up over the higher summer months.

**WILLMAR MUNICIPAL UTILITIES
ELECTRIC DIVISION
Oct-19**

| | Month Amount | Month Budget* | YTD Amount | YTD Budget* | Prior YTD Amount |
|---------------------------------|--------------------|--------------------|---------------------|---------------------|---------------------|
| Operating revenues | | | | | |
| Residential | \$521,459 | \$695,402 | \$6,431,565 | \$6,954,022 | \$6,573,202 |
| Commercial/industrial | \$1,541,769 | \$1,656,956 | \$17,114,086 | \$16,569,556 | \$17,290,402 |
| Energy acquisition/fuel adj | \$0 | \$0 | \$0 | \$0 | \$102,767 |
| City Franchise Fee | \$196,888 | \$216,883 | \$2,155,542 | \$2,168,833 | \$2,027,455 |
| Transmission | \$151,984 | \$141,667 | \$1,396,534 | \$1,416,667 | \$1,431,022 |
| Miscellaneous | \$101,522 | \$60,917 | \$678,746 | \$609,167 | \$351,244 |
| Total operating revenues | \$2,513,623 | \$2,771,825 | \$27,776,473 | \$27,718,245 | \$27,776,091 |
| Operating expenses | | | | | |
| Production operation | \$58,618 | \$76,240 | \$756,296 | \$762,404 | \$1,904,706 |
| Production maintenance | \$41,804 | \$69,666 | \$458,765 | \$696,664 | \$595,439 |
| Purchased power | \$867,228 | \$1,128,881 | \$11,150,396 | \$11,288,808 | \$10,224,100 |
| Transmission operation | \$269,957 | \$297,694 | \$3,395,501 | \$2,976,943 | \$2,972,774 |
| Transmission maintenance | \$44,393 | \$10,949 | \$149,951 | \$109,493 | \$39,585 |
| Distribution operation | \$87,327 | \$56,344 | \$661,103 | \$563,442 | \$580,225 |
| Distribution maintenance | \$1,446 | \$71,639 | \$415,194 | \$716,389 | \$525,360 |
| Customer service | \$11,797 | \$50,207 | \$206,563 | \$502,074 | \$482,628 |
| Energy Services | \$19,395 | \$30,569 | \$150,411 | \$305,685 | \$190,846 |
| General & administrative | \$235,933 | \$293,620 | \$2,236,134 | \$2,936,203 | \$2,299,086 |
| Depreciation | \$164,626 | \$160,000 | \$1,642,415 | \$1,600,000 | \$1,597,453 |
| Total operating expenses | \$1,802,523 | \$2,245,811 | \$21,222,728 | \$22,458,106 | \$21,412,201 |
| Operating income | | | | | |
| Other income | \$53,038 | \$16,022 | \$576,959 | \$160,220 | \$373,059 |
| Other expense | \$421 | \$18,433 | \$116,771 | \$184,333 | \$204,647 |
| Net earnings | -\$52,618 | \$2,411 | -\$460,187 | \$24,113 | -\$168,412 |
| Cash Payment to City | \$179,383 | \$179,383 | \$1,793,833 | \$1,793,833 | \$1,793,833 |
| Retained earnings | \$584,334 | \$344,219 | \$5,220,099 | \$3,442,193 | \$4,738,469 |

* The Monthly & YTD Budget Amounts are Annual Budget divided by 12. Seasonal energy rates will cause actual to be different than budget during the early part of the year, but will catch up over the higher summer months.

**WILLMAR MUNICIPAL UTILITIES
WATER DIVISION
Oct-19**

| | Month Amount | Month Budget* | YTD Amount | YTD Budget* | Prior YTD Amount |
|---------------------------------|------------------|------------------|--------------------|--------------------|---------------------|
| Operating revenues | | | | | |
| Residential | \$114,449 | \$110,250 | \$1,136,157 | \$992,250 | \$1,061,892 |
| Commercial/industrial | \$114,481 | \$119,438 | \$1,269,793 | \$1,074,938 | \$1,137,470 |
| Miscellaneous | \$1,780 | \$8,394 | \$62,969 | \$75,547 | \$50,196 |
| Total operating revenues | \$230,710 | \$238,082 | \$2,468,919 | \$2,142,734 | \$2,249,558 |
| Operating expenses | | | | | |
| Production operation | \$27,215 | \$26,441 | \$239,450 | \$237,970 | \$234,558 |
| Production maintenance | \$876 | \$11,824 | \$57,412 | \$106,417 | \$62,045 |
| Purchased power | \$13,124 | \$15,256 | \$139,190 | \$137,303 | \$125,804 |
| Distribution operation | \$29,907 | \$21,841 | \$231,153 | \$196,573 | \$302,472 |
| Distribution maintenance | \$14,908 | \$20,547 | \$177,586 | \$184,919 | \$126,792 |
| Customer service | \$7,842 | \$10,482 | \$85,870 | \$94,334 | \$92,415 |
| Energy Services | | \$604 | | \$5,438 | |
| General & administrative | \$25,169 | \$25,225 | \$247,162 | \$227,027 | \$194,167 |
| Depreciation | \$30,528 | \$33,500 | \$299,979 | \$301,500 | \$312,937 |
| Total operating expenses | \$149,569 | \$165,720 | \$1,477,803 | \$1,491,481 | \$1,451,189 |
| Operating income | | | | | |
| Other income | \$5,220 | \$1,751 | \$51,915 | \$15,759 | \$35,088 |
| Other expense | \$0 | \$0 | \$0 | \$0 | \$0 |
| Net earnings | -\$5,220 | -\$1,751 | -\$51,915 | -\$15,759 | -\$35,088 |
| Cash Payment to City | \$0 | \$0 | \$0 | \$0 | \$0 |
| Retained earnings | \$86,361 | \$74,112 | \$1,043,030 | \$667,012 | \$833,457 |

* The Monthly & YTD Budget Amounts are Annual Budget divided by 12. Seasonal energy rates will cause actual to be different than budget during the early part of the year, but will catch up over the higher summer months.

**WILLMAR MUNICIPAL UTILITIES
HEATING DIVISION
Oct-19**

| | Month Amount | Month Budget* | YTD Amount | YTD Budget* | Prior YTD Amount |
|---------------------------------|-----------------|------------------|------------------|-------------------|---------------------|
| Operating revenues | | | | | |
| Residential | \$3,006 | \$2,917 | \$59,025 | \$26,250 | \$69,752 |
| Commercial/industrial | \$9,760 | \$12,500 | \$356,157 | \$112,500 | \$589,859 |
| Miscellaneous | \$14 | \$0 | \$2,217 | \$0 | \$1,752 |
| Total operating revenues | \$12,781 | \$15,417 | \$417,398 | \$138,750 | \$661,363 |
| Operating expenses | | | | | |
| Production operation | \$0 | \$0 | \$0 | \$0 | \$0 |
| Production maintenance | \$0 | \$897 | \$0 | \$8,077 | \$0 |
| Purchased power | \$8,849 | \$17,681 | \$128,347 | \$159,127 | \$205,863 |
| Distribution operation | \$5,980 | \$6,111 | \$62,727 | \$54,997 | \$62,238 |
| Distribution maintenance | \$2,342 | \$3,842 | \$24,190 | \$34,580 | \$32,784 |
| Customer service | \$1,121 | \$1,295 | \$8,139 | \$11,659 | \$10,486 |
| Energy Services | \$0 | \$0 | \$0 | \$0 | \$0 |
| General & administrative | \$2,109 | \$3,118 | \$22,654 | \$28,060 | \$22,399 |
| Depreciation | \$2,968 | \$3,083 | \$29,921 | \$27,750 | \$30,819 |
| Total operating expenses | \$23,369 | \$36,028 | \$275,976 | \$324,249 | \$364,590 |
| Operating income | | | | | |
| Other income | \$3,654 | \$1,313 | \$36,340 | \$11,820 | \$24,562 |
| Other expense | \$0 | \$0 | \$0 | \$0 | \$0 |
| Net earnings | -\$3,654 | -\$1,313 | -\$36,340 | -\$11,820 | -\$24,562 |
| Cash Payment to City | \$0 | \$0 | \$0 | \$0 | \$0 |
| Retained earnings | -\$6,935 | -\$19,298 | \$177,762 | -\$173,680 | \$321,335 |

* The Monthly & YTD Budget Amounts are Annual Budget divided by 12. Seasonal energy rates will cause actual to be different than budget during the early part of the year, but will catch up over the higher summer months.

CITY OF WILLMAR, MINNESOTA

FUND BALANCE POLICY

Adopted: February 4, 2013

Revised: May 4, 2015

Revised: July 5, 2016

CITY OF WILLMAR
FUND BALANCE POLICY

I. PURPOSE

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

II. BACKGROUND

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

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

III. CLASSIFICATION OF FUND BALANCE/PROCEDURES

1. Non-Spendable

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

2. Restricted

- Fund balance should be reported as restricted when constraints placed on those resources are either (i) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (ii) imposed by law through constitutional provisions or enabling legislation. Examples include bond or grant proceeds, tax increments and park dedication fees.

3. Committed

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

4. Assigned

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

5. Unassigned

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

IV. STABILIZATION ARRANGEMENTS

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

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

V. MONITORING AND REPORTING

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

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

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

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

VI. GOVERNMENTAL FUND DEFINITIONS

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

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

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

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

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

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

VII. ENTERPRISE FUND EQUITY

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

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

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

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

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

IV. OTHER POLICY CONSIDERATIONS

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

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

City of Willmar – Fund Balance Policy

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

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

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

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

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

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

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

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

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

IV. REPORTING REQUIREMENTS

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



Government Finance Officers Association

BEST PRACTICE

Fund Balance Guidelines for the General Fund

BACKGROUND:

In the context of financial reporting, the term *fund balance* is used to describe the net position of governmental funds calculated in accordance with generally accepted accounting principles (GAAP). Budget professionals commonly use this same term to describe the net position of governmental funds calculated on a government's budgetary basis.¹ While in both cases *fund balance* is intended to serve as a measure of the financial resources available in a governmental fund; it is essential that differences between GAAP *fund balance* and budgetary *fund balance* be fully appreciated.

1. GAAP financial statements report up to five separate categories of fund balance based on the type and source of constraints placed on how resources can be spent (presented in descending order from most constraining to least constraining): *nonspendable fund balance*, *restricted fund balance*, *committed fund balance*, *assigned fund balance*, and *unassigned fund balance*.² The total of the amounts in these last three categories (where the only constraint on spending, if any, is imposed by the government itself) is termed *unrestricted fund balance*. In contrast, budgetary fund balance, while it is subject to the same constraints on spending as GAAP fund balance, typically represents simply the total amount accumulated from prior years at a point in time.
2. The calculation of GAAP fund balance and budgetary fund balance sometimes is complicated by the use of sub-funds within the general fund. In such cases, GAAP fund balance includes amounts from all of the subfunds, whereas budgetary fund balance typically does not.
3. Often the timing of the recognition of revenues and expenditures is different for purposes of GAAP financial reporting and budgeting. For example, encumbrances arising from purchase orders often are recognized as expenditures for budgetary purposes, but never for the preparation of GAAP financial statements.

The effect of these and other differences on the amounts reported as *GAAP fund balance* and *budgetary fund balance* in the general fund should be clarified, understood, and documented.

It is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates.

In most cases, discussions of fund balance will properly focus on a government's general fund. Nonetheless, financial resources available in other funds should also be considered in assessing the adequacy of unrestricted fund balance in the general fund.

RECOMMENDATION:

GFOA recommends that governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for GAAP and budgetary purposes.³ Such a

guideline should be set by the appropriate policy body and articulate a framework and process for how the government would increase or decrease the level of unrestricted fund balance over a specific time period.⁴ In particular, governments should provide broad guidance in the policy for how resources will be directed to replenish fund balance should the balance fall below the level prescribed.

Appropriate Level. The adequacy of unrestricted fund balance in the general fund should take into account each government's own unique circumstances. For example, governments that may be vulnerable to natural disasters, more dependent on a volatile revenue source, or potentially subject to cuts in state aid and/or federal grants may need to maintain a higher level in the unrestricted fund balance. Articulating these risks in a fund balance policy makes it easier to explain to stakeholders the rationale for a seemingly higher than normal level of fund balance that protects taxpayers and employees from unexpected changes in financial condition. Nevertheless, GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.⁵ The choice of revenues or expenditures as a basis of comparison may be dictated by what is more predictable in a government's particular circumstances.⁶ Furthermore, a government's particular situation often may require a level of unrestricted fund balance in the general fund significantly in excess of this recommended minimum level. In any case, such measures should be applied within the context of long-term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unrestricted fund balance in the general fund at any one time. In establishing a policy governing the level of unrestricted fund balance in the general fund, a government should consider a variety of factors, including:

1. The predictability of its revenues and the volatility of its expenditures (i.e., higher levels of unrestricted fund balance may be needed if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile);
2. Its perceived exposure to significant one-time outlays (e.g., disasters, immediate capital needs, state budget cuts);
3. The potential drain upon general fund resources from other funds, as well as, the availability of resources in other funds;
4. The potential impact on the entity's bond ratings and the corresponding increased cost of borrowed funds;
5. Commitments and assignments (i.e., governments may wish to maintain higher levels of unrestricted fund balance to compensate for any portion of unrestricted fund balance already committed or assigned by the government for a specific purpose). Governments may deem it appropriate to exclude from consideration resources that have been committed or assigned to some other purpose and focus on unassigned fund balance, rather than on unrestricted fund balance.

Use and Replenishment.

The fund balance policy should define conditions warranting its use, and if a fund balance falls below the government's policy level, a solid plan to replenish it. In that context, the fund balance policy should:

1. Define the time period within which and contingencies for which fund balances will be used;
2. Describe how the government's expenditure and/or revenue levels will be adjusted to match any new economic realities that are behind the use of fund balance as a financing bridge;
3. Describe the time period over which the components of fund balance will be replenished and the means by which they will be replenished.

Generally, governments should seek to replenish their fund balances within one to three years of use. Specifically, factors influencing the replenishment time horizon include:

1. The budgetary reasons behind the fund balance targets;
2. Recovering from an extreme event;
3. Political continuity;
4. Financial planning time horizons;
5. Long-term forecasts and economic conditions;
6. External financing expectations.

Revenue sources that would typically be looked to for replenishment of a fund balance include nonrecurring revenues, budget surpluses, and excess resources in other funds (if legally permissible and there is a defensible rationale). Year-end surpluses are an appropriate source for replenishing fund balance.

Unrestricted Fund Balance Above Formal Policy Requirement. In some cases, governments can find themselves in a position with an amount of unrestricted fund balance in the general fund over their formal policy reserve requirement even after taking into account potential financial risks in the foreseeable future. Amounts over the formal policy may reflect a structural trend, in which case governments should consider a policy as to how this would be addressed. Additionally, an education or communication strategy, or at a minimum, explanation of large changes in fund balance is encouraged. In all cases, use of those funds should be prohibited as a funding source for ongoing recurring expenditures.

Notes:

1. For the sake of clarity, this recommended practice uses the terms GAAP fund balance and budgetary fund balance to distinguish these two different uses of the same term.
2. These categories are set forth in Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.
3. Sometimes restricted fund balance includes resources available to finance items that typically would require the use of unrestricted fund balance (e.g., a contingency reserve). In that case, such amounts should be included as part of unrestricted fund balance for purposes of analysis.
4. See Recommended Practice 4.1 of the National Advisory Council on State and Local Budgeting governments on the need to "maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures" (Recommended Practice 4.1).
5. In practice, a level of unrestricted fund balance significantly lower than the recommended minimum may be appropriate for states and America's largest governments (e.g., cities, counties, and school districts) because they often are in a better position to predict contingencies (for the same reason that an insurance company can more readily predict the number of accidents for a pool of 500,000 drivers than for a pool of fifty), and because their revenues and expenditures often are more diversified and thus potentially less subject to volatility.
6. In either case, unusual items that would distort trends (e.g., one-time revenues and expenditures) should be excluded, whereas recurring transfers should be included. Once the decision has been made to compare unrestricted fund balance to either revenues and/or expenditures, that decision should be followed consistently from period to period.

The County of San Diego, CA was awarded the GFOA Award for Excellence for outstanding use of GFOA's Best Practice on Fund Balance Guidelines for the General Funds. To learn more about the County's implementation process, please visit their award page.

*This best practice was previously titled *Appropriate Level of Unrestricted Fund Balance in the General Fund*.*

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Question 9: What are the components of "fund balance"?

Financial statements for governmental funds report up to five components of fund balance:

- **NONSPENDABLE FUND BALANCE**
- **RESTRICTED FUND BALANCE**
- **COMMITTED FUND BALANCE**
- **ASSIGNED FUND BALANCE**
- **UNASSIGNED FUND BALANCE**

Because circumstances differ among governments, not every government or every governmental fund will present all of these components.

Question 10: What is "nonspendable fund balance"?

Fund balance is only an *approximate* measure of liquidity. One reason is that some of the assets reported in governmental funds may be *inherently nonspendable* from the vantage point of the current period:

- Assets that will never convert to cash (e.g., prepaid items and inventories of supplies);
- Assets that will not convert to cash soon enough to affect the current period (e.g., the long-term portion of loans receivable and non-financial assets held for resale, such as foreclosure properties);¹⁴ and
- Resources that must be maintained intact pursuant to legal or contractual requirements (e.g., the principal of an endowment or the capital of a revolving loan fund).

Accountants signal this practical constraint on spending by labeling the relevant portion of fund balance as *nonspendable fund balance*.

| Components of fund balance |
|---|
| <p>Nonspendable fund balance (Inherently nonspendable)</p> <ul style="list-style-type: none"> • Portion of net resources that cannot be spent because of their form • Portion of net resources that cannot be spent because they must be maintained intact |
| Restricted fund balance |
| Committed fund balance |
| Assigned fund balance |
| Unassigned fund balance |

Question 11: What is "restricted fund balance"?

Accountants use the term *restricted fund balance* to describe the portion of fund balance that reflects resources that are subject to *externally enforceable* legal restrictions. Such restrictions typically are imposed by parties altogether outside the government:

- Creditors (e.g., through debt covenants);
- Grantors;
- Contributors; and
- Other governments (e.g., through laws and regulations).

Restrictions also can arise when the authorization to raise revenues is conditioned upon the revenue being used for a particular purpose (e.g., gasoline taxes restricted to use for road repair and construction), pursuant to **ENABLING LEGISLATION**. Likewise, a government's own constitution or charter also may impose legal restrictions on the use of resources reported in a governmental fund.¹⁵

It was noted earlier that the long-term portion of loans receivable, as well as nonfinancial assets held for resale (e.g., foreclosure properties), *normally* would be included as part of nonspendable fund balance. However, if the amounts eventually collected are subject to an externally enforceable restriction on how they can be spent, they would be reported instead as part of restricted fund balance.

Resources accumulated pursuant to **STABILIZATION ARRANGEMENTS** (e.g., *rainy day funds* or *contingency funds*) sometimes are reported in this category.¹⁶

| Components of fund balance |
|--|
| <p>Nonspendable fund balance (inherently nonspendable)</p> <ul style="list-style-type: none"> • Portion of net resources that cannot be spent because of their form • Portion of net resources that cannot be spent because they must be maintained intact |
| <p>Restricted fund balance (externally enforceable limitations on use)</p> <ul style="list-style-type: none"> • Limitations imposed by creditors, grantors, contributors, or laws and regulations of other governments • Limitations imposed by law through constitutional provisions or enabling legislation |
| <p>Committed fund balance</p> |
| <p>Assigned fund balance</p> |
| <p>Unassigned fund balance</p> |

Question 12: What is "committed fund balance"?

Accountants use the term *committed fund balance* to describe the portion of fund balance that represents resources whose use is constrained by limitations that the government imposes upon itself at its highest level of decision making (normally the governing body) and that remain binding unless removed in the same manner.¹⁷ The underlying action that imposed the limitation would need to occur no later than the close of the reporting period.¹⁸

As noted earlier, the long-term portion of loans receivable, as well as nonfinancial assets held for resale *normally* would be included as part of nonspendable fund balance. However, if the amounts eventually collected are subject to the type of limitation just described, they would be reported instead as part of committed fund balance.

Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.¹⁹

| Components of fund balance |
|--|
| <p>Nonspendable fund balance (inherently nonspendable)</p> <ul style="list-style-type: none"> • Portion of net resources that cannot be spent because of their form • Portion of net resources that cannot be spent because they must be maintained intact |
| <p>Restricted fund balance (externally enforceable limitations on use)</p> <ul style="list-style-type: none"> • Limitations imposed by creditors, grantors, contributors, or laws and regulations of other governments • Limitations imposed by law through constitutional provisions or enabling legislation |
| <p>Committed fund balance (self-imposed limitations set in place prior to the end of the period)</p> <ul style="list-style-type: none"> • Limitation imposed at highest level of decision making that requires formal action at the same level to remove |
| <p>Assigned fund balance</p> |
| <p>Unassigned fund balance</p> |

Question 13: What is "assigned fund balance"?

Accountants use the term *assigned fund balance* to describe the portion of fund balance that reflects a government's *intended* use of resources. Such intent would have to be established at either the highest level of decision making, or by a body (e.g., finance committee) or an official designated for that purpose.²⁰ As explained later, amounts in excess of nonspendable, restricted, and committed fund balance in funds other than the general fund automatically would be reported as *assigned fund balance*.

There are two essential differences between *committed fund balance* and *assigned fund balance*. First, *committed fund balance* requires action by the highest level of decision-making authority, whereas assigned fund balance allows that authority to be delegated to some other body or official. Second, formal action is necessary to impose, remove, or modify a constraint reflected in *committed fund balance*, whereas less formality is necessary in the case of assigned fund balance.

Logically speaking, a government cannot *assign* resources that it does not have; therefore, the amount reported as *assigned fund balance* could never exceed total fund balance less its nonspendable, restricted, and committed components.²¹ Also, in the case of the general fund, the purpose of the assignment would need to be narrower than the purpose of the fund itself.

Once again, as already noted, the long-term portion of loans receivable, as well as nonfinancial assets held for resale *normally* would be included as part of nonspendable fund balance. However, if the amounts eventually collected are subject to the type of limitation just described, they would be reported instead as part of assigned fund balance.

It is the assigned fund balance category too that is used to reflect the appropriation of a portion of existing fund balance to eliminate a projected deficit in the subsequent year's budget.²²

Note that resources accumulated pursuant to stabilization arrangements are *never* properly reported in this category.

| Components of fund balance |
|---|
| <p>Nonspendable fund balance (inherently nonspendable)</p> <ul style="list-style-type: none"> • Portion of net resources that cannot be spent because of their form • Portion of net resources that cannot be spent because they must be maintained intact |
| <p>Restricted fund balance (externally enforceable limitations on use)</p> <ul style="list-style-type: none"> • Limitations imposed by creditors, grantors, contributors, or laws and regulations of other governments • Limitations imposed by law through constitutional provisions or enabling legislation |
| <p>Committed fund balance (self-imposed limitations set in place prior to the end of the period)</p> <ul style="list-style-type: none"> • Limitation imposed at highest level of decision making that requires formal action at the same level to remove |
| <p>Assigned fund balance (limitation resulting from intended use)</p> <ul style="list-style-type: none"> • Intended use established by highest level of decision making • Intended use established by body designated for that purpose • Intended use established by official designated for that purpose |
| <p>Unassigned fund balance</p> |

Question 14: What is "unassigned fund balance"?

The general fund, as the principal operating fund of the government, often will have net resources in excess of what can properly be classified in one of the four categories already described. If so, that surplus is presented as *unassigned fund balance*.

If resources were not at least assigned, they could not properly be reported in a fund other than the general fund to begin with. Therefore, only the general fund can report a positive amount of *unassigned fund balance*. Conversely, any governmental fund in a deficit position could report a negative amount of *unassigned fund balance*.

| Components of fund balance |
|--|
| <p><i>Nonspendable fund balance</i> (inherently nonspendable)</p> <ul style="list-style-type: none"> • Portion of net resources that cannot be spent because of their form • Portion of net resources that cannot be spent because they must be maintained intact |
| <p><i>Restricted fund balance</i> (externally enforceable limitations on use)</p> <ul style="list-style-type: none"> • Limitations imposed by creditors, grantors, contributors, or laws and regulations of other governments • Limitations imposed by law through constitutional provisions or enabling legislation |
| <p><i>Committed fund balance</i> (self-imposed limitations set in place prior to the end of the period)</p> <ul style="list-style-type: none"> • Limitation imposed at highest level of decision making that requires formal action at the same level to remove |
| <p><i>Assigned fund balance</i> (limitation resulting from intended use)</p> <ul style="list-style-type: none"> • Intended use established by highest level of decision making • Intended use established by body designated for that purpose • Intended use established by official designated for that purpose |
| <p><i>Unassigned fund balance</i> (residual net resources)</p> <ul style="list-style-type: none"> • Total fund balance in the general fund in excess of <i>nonspendable, restricted, committed, and assigned</i> fund balance. (i.e., surplus) • Excess of <i>nonspendable, restricted, and committed</i> fund balance over total fund balance. (i.e., deficit) |

CITY OF WILLMAR INVESTMENT POLICY

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

1.0 Policy:

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

2.0 Scope:

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

2.1 **Funds:**

2.1.1 General Fund

2.1.2 Special Revenue Funds

2.1.3 General Debt Service Funds:

2.1.4 Capital Projects Funds:

2.1.5 Enterprise Funds:

2.1.6 Internal Service Funds:

2.1.7 Trust and Agency Funds

3.0 Prudence:

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

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

4.0 Objective:

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

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

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

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

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

5.0 Delegation of Authority:

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

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

6.0 Ethics and Conflicts of Interest:

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

7.0 Authorized Financial Dealers and Institutions:

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

All financial institutions and broker/dealers who desire to become

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

8.0 Authorized and Suitable Investments

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

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

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

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

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

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

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

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

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

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

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

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

9.0 Collateralization:

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

amount of deposit.

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

10.0 Safekeeping and Custody:

All security transactions entered into by the City of Willmar shall be held in safekeeping by the respective investment dealer on behalf of the City of Willmar and evidenced by safekeeping receipts. Each investment dealer must provide evidence to the City of possessing customer account insurance protection of \$500,000 from Securities Investor Protection Corporation (SIPC) plus other insurance totaling at a minimum \$10,000,000 per account.

11.0 Diversification:

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

12.0 Maximum Maturities:

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

13.0 Internal Control:

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

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

14.0 Performance Standards:

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

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

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

15.0 Reporting:

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

Schedules in the quarterly report should include the following:

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

16.0 Investment Policy Adoption:

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

RESOLUTION NO. 18-140

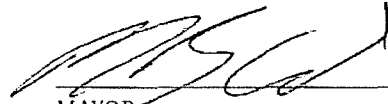
ADOPT REVISED INVESTMENT POLICY

Motion By: Mueske Second By: Plowman

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

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

Dated this 5th day of November, 2018.


MAYOR

ATTEST:


CITY CLERK

LABOR RELATIONS COMMITTEE

MINUTES

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

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

Others present: Human Resource Director Samantha Beckman and City Administrator Brian Gramentz.

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 Hiring Approval (Motion)

Staff requested permission to begin advertising for the Deputy Fire Chief position now that the job description and 2020 budget have been approved. A motion was made by Council Member Schwantes, seconded by Council Member Davis and passed to begin the hiring process for the Deputy Fire Chief position.

Item No. 4 Firefighter Retirement Increase Request (Motion)

Staff presented a Cost Analysis report prepared by PERA demonstrating different benefit level amounts we could offer in retirement benefits to our firefighters. After discussion a motion was made by Council Member Schwantes, seconded by Council Member Alvarado to increase the funding level to \$4,800 per year of good service at 110% funded. That motion failed. After further discussion a motion was made by Council Member Alvarado, seconded by Council Member Davis and passed to increase the funding level to \$5,000 per year of good service at 106% funded.

Item No. 5 Employee Personnel Policy – Miscellaneous (Motion)

Staff presented the remaining policies from the original employee personnel policy that the League did not have a reference to in their sample handbook. Language related to what gifts may be accepted by employees was added. A motion was made by Council Member Schwantes, seconded by Council Member Alvarado and passed to adopt the updated miscellaneous policies and to discontinue sections 2.15; 3.5.5; 3.8; 5.4.2; 5.5.2; and 6.2 from the existing personnel policy.

Item No. 6 2020 Part-time Employee Pay Schedule (Motion)

Staff presented an updated 2020 Part-time Employee Pay Scale that accounts for the Minnesota minimum wage increase to \$10.00 per hour beginning January 1st, 2020. Two scales were added (one for Intern/Laser fiche Assistant and one for Coaches) and the Arena Staff title was included in the Parks & Rec Staff scale. A motion was made by Council Member Schwantes, seconded by Council Member Davis and passed to adopt the updated 2020 Part-time Employee Pay Schedule pending a reasonable rationale for the change to the Officials pay scale.

Item No. 7 2020 City-Wide Pay Schedule (Motions-2)

Staff presented an updated 2020 City Pay Schedule that was developed by Springsted, our Labor Attorney, and HR for the City to consider adopting. Best practice is to adopt an updated version annually and the City hasn't adopted one since 2010. In 2016 a partial pay scale was adopted to include the non-union and Supervisory employees, however it did not implement the open/unused pay scales, contained skewed point ranges, and used inconsistent grading numbers. By implementing this new pay schedule we will have a cohesive, City-wide pay schedule that can apply to all employees and has consistent ranges and increases between grades. There is no change in current employee's pay as a result of adopting this pay schedule as union employees will continue to be paid according to their contracts, and non-union employees' pay falls within the proposed ranges. The long-term goal is to bring all union contracts into alignment with our adopted pay scale through negotiations but has no effect on existing contracts. A motion was made by Council Member Schwantes, seconded by Council Member Davis and passed to adopt the updated 2020 Base Pay Schedule. There was also discussion regarding how the 10% increase due to health insurance changes for the non-union and Supervisors will be paid for those employees at or near their pay scale maximum. Allowing employees to exceed the newly adopted pay ranges will make sure employees can receive the full 10% increase now but then their wages will be frozen until the scale catches up to their wage. A motion was made by Council Member Schwantes, seconded by Council Member Davis and passed to allow those employees to exceed their pay scale maximums in order to receive the full 10% increase.

Item No. 8 Labor Negotiations Strategy Under Minn. Stat. § 13D.03 subd. 1(b) (Information)

A motion was made by Council Member Schwantes, seconded by Council Member Alvarado and passed to go into closed session pursuant to Minn. Stat. 13.D.03 subdivision 1(b) to discuss Labor Negotiations Strategy. The meeting was closed at 8:13 p.m. The meeting was reopened at 8:27 p.m. by Council Member Mueske. The committee stated they were supportive of the proposal but they want the full Council to discuss and review on the 16th.

Item No. 5 Miscellaneous (Information)

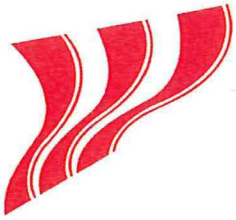
There will be no Labor Committee Meeting on December 23rd unless a time sensitive issue arises.

There being no further business to come before the Committee, the meeting was adjourned at 8:31 p.m. by Council Member Mueske.

Respectfully submitted,



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: December 16, 2019 |
| From: Frank Hanson, Fire Chief | Agenda item: Deputy Fire Chief Hiring |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____
to approve the hiring of the new Deputy Fire Chief with a start date of approximately February 3, 2020.

HISTORY:

Beginning early in 2019 I began the process of adding a fulltime Deputy Fire Chief to the city staff. The process was followed for adding this position. On September 16, 2019 the City Council approved the job description and adding this position. At that time the Council stated that it would not set a starting date until it was funded in the budget. On December 2, 2019, the City Council approved the 2020 operations budget which included full funding for this position.

FINANCIAL IMPACT:

Funding for this position is included in the City Council approved budget for 2020.

ALTERNATIVES:

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: Labor, December 9, 2019

COUNCIL MEETING DATE: December 16, 2019

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

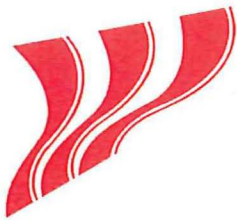
Bachelor's Degree in Fire Science, Public Administration or closely related field.

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

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Willmar, MN 56201
Main Number 320-235-4913
Fax Number 320-235-4917

CITY COUNCIL AGENDA REPORT

| | |
|---------------------------------------|---|
| To: Mayor and City Council | Date: December 16, 2019 |
| From: Frank Hanson, Fire Chief | Agenda item: Consideration of Increasing the FireFighter PERA Retirement |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____,

to approve a resolution opting to increase the benefit level for Firefighters who are vested in the voluntary Statewide Volunteer Firefighter (SVF) Retirement Plan. The increase is from \$4,000 per year of good service to \$5,000 per year of good service beginning January 1, 2020.

HISTORY:

Prior to 2012 the fire department had it's own Relief Association fund and invested their funds through an investment broker. The benefit level at that time was \$2,500 per year. Beginning January 1, 2012 The Relief Association moved it's fund to the statewide volunteer firefighter retirement plan administered by PERA. On June 6, 2011 the City Council approved the move to the statewide fund as well approved a benefit increase to \$3,500 in 2016. On June 5, 2017 the City Council approved an increase of benefit to \$4,000 per year of good service and instructed me to review this every two years for possible increases.

FINANCIAL IMPACT:

According to the Cost Analysis which was prepared by PERA on 11-05-2019, there would be no municipal contribution required to achieve the \$5,000 per year of good service benefit level. However once the benefit level is increased it cannot be decreased in the future. If our fund does drop, it could require a municipal contribution in the future, but it appears that is very unlikely to happen. If the benefit level does increase our fund is still 106% funded.

ALTERNATIVES:

1. Increase the benefit level to 4,800 per year of good service with no municipal contribution.
2. Keep the benefit level at \$4,000 per year of good service.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: Labor, December 9, 2019

COUNCIL MEETING DATE: December 16, 2019

Public Employees Retirement Association of Minnesota
 60 Empire Drive, Suite 200
 St. Paul, MN 55103-2088
 Phone: 651-296-7460 or 1-800-652-9026
 Website: www.mnpera.org



November 5, 2019

PERA ID 8412-00

Brian Gramentz
 Department City of Willmar

bgramentz@willmarmn.gov

We received your request for a cost analysis to estimate the cost of increasing the benefit level in the statewide volunteer firefighter retirement plan administered by PERA. Based on current information, we have developed this spreadsheet and a cost analysis for the benefit levels you requested. The results are shown below.

| | \$ 4,500 | \$ 4,800 | \$ 5,000 | \$ 5,500 |
|---|-----------|-----------|-----------|-----------|
| A. Benefit Level (per year of service): | | | | |
| B. Projected Present Assets 12/31/2019 [Attached] | 1,732,135 | 1,732,135 | 1,732,135 | 1,732,135 |
| C. Accrued Liability 12/31/2019[Attached] | 1,481,690 | 1,570,441 | 1,629,704 | 1,777,718 |
| D. Surplus/ (Deficit) [B-C] | 250,446 | 161,695 | 102,431 | (45,583) |
| E. Funding Ratio at 12/31/2019 [B/C] | 117% | 110% | 106% | 97% |
| F. Accrued Liability 12/31/2020 [Attached] | 1,631,392 | 1,729,797 | 1,795,511 | 1,959,631 |
| G. Financial Requirement: Increase in Liability [F -C] | 149,702 | 159,356 | 165,807 | 181,913 |
| H. Financial Requirement: PERA Fees [\$30/member] | 1,350 | 1,350 | 1,350 | 1,350 |
| I. Financial Requirement: 1/10th of Deficit/(Surplus, if 3rd yr) [D/10] | (25,045) | (16,169) | (10,243) | 4,558 |
| J. Financial Requirement: Total [G+H+I] | 126,007 | 144,537 | 156,914 | 187,821 |
| K. Reductions to Financial Requirement: | | | | |
| Projected Fire State Aid [2019 Amount @1.035] | 111,431 | 111,431 | 111,431 | 111,431 |
| Investment Earnings [6% on Present Assets] | 103,928 | 103,928 | 103,928 | 103,928 |
| L. Estimated Required Contribution [J-K] | None | None | None | None |

Please note that these are estimates only. The figures shown above on Line L are estimates of required contributions that would be due on December 31, 2020 and beyond at the given benefit levels.

The estimate calculations were based on member information that was available at the time of preparing the analysis. Please review the membership data and make any corrections to that data. If you return that to me, I will prepare an updated cost estimate for you to review.

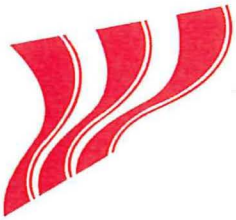
If you have any questions, please do not hesitate to contact me by phone (651-201-2666) or by email at sharyn.north@mnpera.org.

Sincerely,

Sharyn North

Sharyn North
 Principal Accounting Officer, PERA

cc: Fire Chief
fhanson@willmarmn.gov



CITY COUNCIL AGENDA REPORT

| | |
|--|--|
| To: Mayor and City Council | Date: December 16, 2019 |
| From: Samantha Beckman, Human Resource Director | Agenda item: Approval of Personnel Policy Updates |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____,

to approve the updated Miscellaneous Policies replacing all remaining sections (2.4; 2.9.4; 2.9.5; 2.9.6; 2.19; 2.21; 2.23; 2.25; 2.26; 2.27; 3.7; 3.9; 4.4; 4.6; 4.7; 4.7.1; 4.7.2; 4.7.3; and 5.11) of the current personnel policy and discontinuing sections 2.15; 3.5.5; 3.8; 5.4.2; 5.5.2; and 6.2

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. At the League of Minnesota Cities’ recommendation, staff is utilizing their handbook template and customizing it to Willmar’s policies and procedures.

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.

FINANCIAL IMPACT:

ALTERNATIVES:

1. Let existing policies stand.
2. Amend the policies further.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: Labor, December 9, 2019

COUNCIL MEETING DATE: December 16, 2019

Miscellaneous Personnel Policy Updates

Nepotism

In no event will any applicant or employee receive preferential consideration because of relationship to another City of Willmar employee, to a member of the City Council, or other City official. No two members of an immediate family (spouse, parent, parent-in-law, guardian, child, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, or any family member residing in the employee's household) may be employed ~~within the same department~~ in a supervisor/subordinate role. ~~Such relatives of the City Administrator or department directors may not be employed in the same department on a supervisor/subordinate role.~~

Conflict of Interest Policy

City employees are to remove themselves from situations in which they would have to take action or make a decision where that action or decision could be a perceived or actual conflict of interest or could result in a personal benefit for themselves or a family member. It shall be the responsibility of each employee to recognize when a conflict of interest exists and report the matter to the City Administrator. If an employee has any question about whether such a conflict exists, he/she should consult with the city administrator.

The following actions by an employee of the City shall be deemed a conflict of interest and subject to procedures regarding resolution of the conflicts below or disciplinary action as appropriate:

- Use or attempted use of the employee's position with the City to secure benefits, privileges, exemptions or advantages for the employee or the employee's immediate family or an organization with which the employee is associated which are different from those available to the general public;
- Acceptance of other employment or contractual relationship that will affect the employee's independence of judgment in the exercise of duties for the City;
- Failure to disclose a substantial financial interest, direct or indirect or by reason of ownership of stock in any corporation, in any contract with the City or in the sale of any land, material, supplies or services to the City or to a contractor supplying the City and refrain from participating in their capacity as a City employee in the making of such sale or in the making or performance of such contract;
- Actions as an agent or attorney in any action or matter pending before the City except in the proper discharge of duties required to be performed for the City or on the employee's behalf; and
- The solicitation of a financial agreement for the employee or entity other than the City when the City is currently engaged in the provision of the services which are the subject of the agreement or where the City has expressed an intention to engage in competition for the provision of the services; unless the City waives this clause.

Supervisors and Department Directors should be constantly aware of conflicts, potential conflicts, and the appearance of conflicts, and are responsible to ensure that all employees are

made aware of this policy and are advised of its requirements. Questions of conflict of interest should be submitted immediately to the City Administrator.

If it is determined that a conflict of interest exists, the job duty must be assigned to another employee who does not have a conflict of interest if possible. If it is not possible to assign the matter to an employee who does not have a conflict of interest, interested persons shall be notified of the conflict and the employee may proceed with the assignment.

Personal Gain: No employee of the City shall use or attempt to use his/her employment position to secure or accept benefits, privileges, exemptions or advantages for themselves, their immediate family, or an organization with which they are associated.

Self-Dealing: No employee of the City shall engage in any activity, become employed or affiliated for personal gain with any agency or organization which is or may become subject to the control, regulation, inspection, review, audit or enforcement authority of the City by that individual; nor may that individual approve or execute a purchase obligation on behalf of the City with any firm or organization with which they are affiliated.

Gifts: All employees are subject to and must comply with MN Statute 471.895 in regards to gifts. In the course of or in relation to their duties performed for the City, employees are prohibited from accepting or agreeing to accept from any interested person person or entity, except the City, the following: gifts, money, a gratuity, payment of expenses, a reward, real or personal property, a service, a favor, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment. Interested person refers to any person or representative of an association that has a direct financial interest in a decision that employee is authorized to make.

The following, however, may be accepted by employees in the course of or in relation to their duties performed for the City:

- A plaque or similar memento recognizing individual services in a field of specialty or to a charitable cause;
- ~~Payment of reimbursement expenses for travel or meals, not to exceed actual expenses incurred, which are not reimbursed by the City and which have been approved in advance by the City as part of the work assignment;~~
- Food, beverage, or a gift given at a reception, conference, or meal by an organization, if the attending employee received approval for their attendance at such event from the City in relation to their duties performed for the City; the City or attending employee paid fees for such event; and the food, beverage, or gift is given or offered to all other attendees; and
- Honoraria or expenses paid for papers, talks, demonstrations, or appearances made by employees on their own time for which they are not compensated by the City.
- Services of insignificant monetary value
- Any gift given because of your membership in a group, a majority of whose members are not local officials, and when an equivalent gift is given or offered to the other members of the group.
- A trinket or memento costing \$5 or less

~~Employees are also prohibited from accepting any gifts of any size or value, under any circumstances in which it could reasonably be thought to influence him or her in the course of or in relation to their duties performed for the City.~~

No employee will be required or coerced to make a contribution for a gift or a favor for another employee. No City funds shall be used for any gift, card, or favor for an employee or employee's relative.

If an employee has any question about whether they can accept a gift, he/she should consult with the city administrator.

Solicitation: Solicitation by sales people offering merchandise not related to City business is prohibited during normal working hours. Soliciting by employees is discouraged and acceptance of offers is not mandatory for maintaining employment.

Endorsements: Employees are prohibited from recommending or endorsing a particular product, ~~or business, or organization~~ to an individual who is not an employee of the City in the course of or in relation to their duties performed for the City.

Use of Confidential Information: No employee of the City shall use or allow the use of confidential information obtained in their normal employment capacity to further their own or other private interests, and shall not accept outside employment or involvement in a business or activity that will require use or disclosure of such information.

Use of City Property No employee of the City shall use or allow the use of work time, supplies, equipment or other City property to further their own private interest or in any capacity not in the interests of the City.

~~No employee may solicit or accept any money, service, or other valuable consideration from any person who has or is seeking to obtain contractual or other business or financial relations with the City, conducts operations or activities that are regulated by the City, or has an interest that may be substantially affected by their performance of assigned duties and responsibilities. An employee may accept food and refreshment in such instances as a luncheon, dinner meeting, or inspection tour if the instance occurs in conjunction with City business.~~

~~No employee recruiting employment to or controlling promotion in the municipal service shall either directly or indirectly receive or accept any money, service, or other valuable consideration from any person, or on account of or in connection with a test, appointment or promotion, or proposed appointment or promotion.~~

Personal Telephone Calls & Mail

Personal telephone calls are to be made or received only when truly necessary (e.g., family or medical emergency). They are not to interfere with city work and are to be completed as quickly as possible. Any personal long-distance call costs will be paid for by the employee. Please refer to the cell phone policy for information on use of cellular phones. Employees are discouraged

from having their personal mail delivered to the City Offices. Employees are also prohibited from preparing any personal letters during regular working time.

Appearance

Departments may establish dress codes for employees as part of departmental rules. Personal appearance should be appropriate to the nature of the work and contacts with other people and should present a positive image to the public. Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace. Dress needs vary by function. Employees who spend a portion of the day in the field need to dress in a professional manner appropriate to their jobs, as determined by their supervisor. Employees may dress in accordance with their gender identity, within the constraints of the dress codes adopted by the city. City staff shall not enforce the city's dress code more strictly against transgender and gender diverse employees than other employees.

The City of Willmar may provide clothing to employees when employee identification is deemed to be in the best interest of the City. All departments shall use a standardized marking or logo on uniforms and designed clothing.

Individual items of apparel that are permitted shall include T-shirts, hats, polo shirts or sweatshirts and shall be appropriate for seasonal employment. Departments may utilize jackets or windbreakers for employment identification. However, these clothing units shall remain property of the City of Willmar and disposed of after reasonable period of usefulness.

Department may make mandatory wearing of clothing at times of employment to assist at special events or days when employee identification is paramount.

Deferred Compensation

The State of Minnesota Deferred Compensation Program is a plan that allows employees to place a portion of their earnings through payroll deduction into a long-term investing plan intended for retirement tax deferred investment program. Employees may elect to make contributions pre- or post-tax or both. Taxes on money set aside are deferred until the time of withdrawal.

The minimum election amount is \$10.00 per paycheck and the maximum allowed amount is set annually by the IRS. Employees may elect to defer up to 25 percent of their annual gross taxable wages or \$7,500, whichever is less. Additional information on deferred compensation is available in the Finance-Human Resources Department.

Financial Policies

Please access the Donation Acceptance, Public Purchase Expenditures, Credit Card Use, Petty Cash Funds, Transfer/Reclassification/Promotion, and Working Out-of-Class Policies on the W drive if applicable to your position.

Donation Acceptance Policy

The City Administrator, Department Directors, Mayor, and City Council members may accept and/or solicit donations in the form of cash, materials, and equipment which are intended to offset, subsidize, and compliment the City's general operating budget. All donations shall be receipted and acknowledged in year-end departmental reports. All cash donations shall immediately be turned over to the office of the City Clerk-Treasurer for deposit and credit to the General Fund. Capital equipment valued in excess of \$1,000 shall immediately be reported to the Council whereby it shall be accepted and acknowledged by resolution.

Solicitation of cash donations and capital equipment valued in excess of \$1,000 shall require prior City Council approval.

Public Purpose Expenditures Policy

The following items are deemed to meet the Council definition of public purpose expenditures. With respect to the following categories of spending, all other uses are deemed to be inappropriate.

1. Meals and Refreshments (Excluding Alcohol):
 - A. Are allowed as part of a city business meeting in which the character of the meeting would involve predominately non-city employees.
 - B. When they are a part of a breakfast/lunch/dinner meeting for official city business when it is the only practical time to meet and when it involves non-city employee participants (i.e. business developers or business representatives). Only the expenses incurred by city employee(s) may be reimbursed. The City Administrator may allow exceptions when deemed in the interest of the City.
 - C. During non-routine, official meetings of the City Council, committees or subgroups.
 - D. When they are part of the structured agenda for a conference, workshop, seminar or meeting in which the City Administrator or a Department Director has authorized the employee to attend (this does not include routine staff meetings).
 - E. For department-sponsored meetings, conferences or workshops where the majority of invited participants are not city employees.
 - F. At department-sponsored events where registration fees are charged and the majority of invited participants are not city employees.
 - G. At meetings consisting primarily of city employees when the refreshment and/or meals are an integral part of the event and are necessary to sustain the flow of the meeting and to retain the captive audience, and if the meeting is one of the following:
 1. A division-wide annual/quarterly staff meeting for all employees;
 2. A non-routine senior staff or organizational meeting;
 3. An organization-wide or division-wide annual/quarterly staff meeting for all Department Directors/supervisors; or
 4. With the exception of structured training sessions, for the purpose of this policy, the meetings described shall be held no more frequently than once per quarter.

- H. During official meetings of the City Council, Council Committees, advisory boards/commissions and task forces, when they are of a non-routine basis or when special events are held (i.e. as retirements or recognition).
- I. A dinner meal to be allowed for staff during performance of election related duties on election day.
- 2. Recognition Events/Purchases
 - A. As refreshments for recognition of special one-time or once-per-year
 - B. Events when provided at modest level with prior City Administrator approval, such as: Annual Employee Picnic, Annual Clean-up Day Breakfast, Annual Employee Recognition Celebration.
 - C. Recognition gift purchases must be at a nominal cost not to exceed \$25.00 per employee, unless part of a Council-approved employee compensation program. Recognition gift purchases over \$25.00 but less than \$250.00 per employee event, such as caps, pins, rings, watches, statues, plaques, medals, awards, ribbons and certificates will be awarded as approved by the City Administrator or his/her designee for retirement and extraordinary individual or item contributions. Awards to paid on-call firefighters and/or volunteers may not exceed \$150.00 in value per employee event. The Council may annually appropriate funds to the City Administrator's budget to pay for such expenditures.
 - D. Annual Employee Recognition Awards
Years of service awards for regular full- and part-time employees amounting to \$10.00 per year of service recognized at 5-year intervals that may be awarded at the Annual Recognition Event.
- 3. Special Events
 - A. Such as Willmar Fests, National Night Out, the Volunteer Recognition event and other events that involve or invite participation by the general public.
 - B. Expenditures for meals and participation fees are allowed, and representative staff members may participate in events that directly benefit the marketing of the City.
- 4. Refreshments and Food for Emergency Response Staff
Because emergency personnel are often called to perform for extended periods of time and duties where refreshments are important to duty performance, firefighters, police officers and other emergency response personnel may be provided refreshments or food when it is deemed appropriate by the City Administrator or Department Director to assure the delivery of quality emergency response service.
- 5. Employee Training
 - A. Is allowed for reasonable registration, tuition and travel expenses for conference, seminars, workshops, tuition and approved City employment-related course work in accordance with City of Willmar Personnel Policy.
 - B. Is allowed for tuition assistance required for retraining as part of planned organizational change based on an organization change plan.
- 6. Membership and Dues

- When the primary purpose of the membership is for public benefit and not personal interest or gain in accordance with City of Willmar Personnel Policy.
7. Employment Licensing and Certifications Renewals
When the primary purpose of the license or certification is for public benefit and not personal interest or gain in accordance with Employment Contracts.
 8. Clothing and Other Sundry Items
Employees may receive T-shirts and other sundry items of nominal value when these items are made available to the general public or if these items are determined by the City Administrator to be important to the successful involvement of employees in special city-sponsored or city-supported events (i.e. National Night Out, Willmar Fests, etc.). Employees may be supplied with uniforms, clothing, boots and other gear necessary for the performance of their job.

Credit Card Use Policy

Credit cards shall be issued to the City Administrator, ~~and~~ Department Directors, ~~and used by~~ those employees authorized by the respective Department Director to make purchases. Claims presented for payment must include invoices and receipts to support the items charged in the bill from the credit card company. Credit card charges will be paid off on a monthly basis.

Municipal credit cards may be used for small purchases in the ordinary course of business and/or to expedite purchases of time sensitive materials/equipment. No personal use of the credit card is permitted. Small purchases shall be defined as any Departmental general operating purchase under one thousand dollars (\$1,000). Proposed purchases exceeding one thousand dollars (\$1,000) shall require prior approval of the City Administrator

The Finance Department shall provide for appropriate accounting of credit card purchases, including verification of necessary invoices and/or receipts.

Any ~~Department Director~~ employee in possession of a City credit card leaving their position or role with the City must immediately return the municipal credit card to their Supervisor or the Finance Department City Treasurer, who will cancel it. Credit cards may be cancelled at any time by the City if any of the policies, procedures and guidelines are not followed, and/or if there is not compliance to any of the terms and conditions outlined in this policy.

It is the Department Director's responsibility to follow-up on any erroneous charges, disputed items, returns or adjustments to ensure proper credit is given on subsequent statements.

~~Department Director's~~ Employees shall be responsible for validation and safekeeping of their municipal credit cards and shall sign the credit card immediately upon receipt. The credit card should always be treated with the same care as personal credit cards, keeping the card(s) in an accessible, but secure location. When using the credit card for internet purchases, cardholders should ensure that the site utilizes industry recognized encryption transmission tools.

When the expiration date is passed and/or after the [Department Director/employee](#) has received a new credit card, the old credit card is to be cut in half and properly disposed. The credit card is valuable property which requires proper treatment by the [Department Director/employee](#) to protect it from misuse by unauthorized parties.

Petty Cash Fund

Petty cash funds are kept in various offices as authorized by the City Council. The petty cash funds will be used to reimburse payments up to \$100.00. Any expenditure over \$100.00 will be reimbursed by check at regular Council meetings. Receipts must be attached to a complete petty cash slip whenever possible.

An advance of petty cash may be obtained by completing a petty cash slip and reconciling the advance with the actual amount as soon as possible.

Employee personal checks may not be cashed through the petty cash fund.

Transfer, Reclassification and Promotions Policy

Job duties may change from time to time to better meet changing administrative needs or productivity requirements within a specific department. In the event of job reclassification, the lateral transfer from one position to another within the same salary grade or promotion to a classification at a higher salary grade, the City Administrator shall follow this procedure ~~in making compensation recommendations to the City Council:~~

Reclassification

A position may be reclassified when approved changes in job duties significantly modify position responsibilities.

Positions may be reclassified either upward (higher salary grade) or downward (lower salary grade). Reclassification upwards results in a salary increase. Reclassification downward generally results in no immediate change to the employee's salary. When the employee's salary is within the new salary grade range, and is below the salary range midpoint, the employee will be eligible for salary step increase on the annual review date. Reclassification does not change the employee's step increase date.

When downward reclassification results in the employee's salary exceeding the maximum of the new salary range, the salary rate may not be increased for any reason, until such time that the salary rate is within the established salary range.

Promotion

A promotion is defined as a change from one classification to another which has a higher salary grade.

Upon promotion, employees will receive an increase of their actual base salary. In no event shall the increase in salary exceed the maximum of the new salary grade. A promotion to a higher

salary grade will result in the employee's salary step increase date changing to the date of entry into the higher paid classification.

Resulting internal equity and the employee's appropriate placement within the salary range should be considered when implementing a promotional salary action.

Transfer

A transfer is defined as a change from one classification to another within the same salary grade. No salary increase shall be granted at the time of a lateral transfer. This will result in no change of date for salary steps or increases.

Working Out of Class Policy

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

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

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

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

**** Continuation Coverage Rights Under COBRA ****

Introduction

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the City of Willmar, and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

When is COBRA continuation coverage available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- Commencement of a proceeding in bankruptcy with respect to the employer;
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to the HR Department.

How is COBRA continuation coverage provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. **You must provide notice to the HR Department within 60 days of the Social Security Administration making the disability determination.**

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep your Plan informed of address changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan contact information

City of Willmar HR Director, 320-214-5180, 333 6th St SW Willmar MN 56201.

Discontinued Policies

2.15. Retirement

Every appointed employee of the City shall automatically be retired upon reaching the age of 70 years, except as provided by the following clause: If the City Council finds that the interests of the City will best be served by allowing a person to remain in the employ of the City after reaching 70 years of age because his/her services are especially needed or replacement would be especially difficult, the Council may recommend that the employee be retained after his/her 70th birthday. Unless the Council disapproves such retention within three weeks after receipt of the recommendation of the City Administrator, the employee may continue employment for one year. Any such employee may be retained for successive one-year periods until reaching the age 75 upon the annual recommendation of the City Administrator and approval of the Council.

3.5.5. Religious Services If an employee wishes to attend religious services during regular working hours, they must do so with the approval of their supervisor and either take approved leave such as vacation, personal leave, compensatory time, leave without pay, or make up the time with the approval of their supervisor.

3.8. Parking

Reserved for future use.

5.4.2. Continuation of Coverage

- A. Retirement. An employee does not have the option to remain in the group term life insurance program until age 65. The employee may opt to convert to a single term life plan with the current vendor without evidence of insurability.
- B. Termination or layoff of employment for reasons other than gross misconduct. An employee has the option to continue in the group life insurance program for up to 18 months following the date of termination, layoff, or date of reduction in hours causing the employee not to be eligible for coverage under the group life insurance policy.

Information on life insurance is available in the Finance Department and the City Clerk's Office.

5.5.2. Continuation of Coverage.

- A. In the event of the employee's death, all eligible dependents may continue their coverage provided that:
1. The eligible dependents have not consented in writing to the employer that the coverage be terminated; or
 2. Dependent children who have been on continuation but reach their limiting age may continue coverage for a 36-month period; or
 3. In the event of the widowed spouse, coverage may continue until becoming covered under another group health service plan.

Failure of the surviving, eligible dependent or dependents to make required premium payments (any time during the continuation of coverage period) within 90 (ninety) days after notice of the requirement to pay the premiums shall be a basis for the termination of the coverage without written consent. In the event of termination by reason of the eligible dependent's failure to make required premium payments, written notice of cancellation will be mailed to the eligible dependent's last known address at least 30 (thirty) days before cancellation.

- B. In the event of legal separation or dissolution of the employee's marriage, the separated or divorced spouse and dependent children, if any, may continue their coverage provided that:
1. The separated or divorced spouse and dependent children, if any, have not consented in writing to the employer that the coverage be terminated; or
 2. Dependent children who have been on continuation but reach their limiting age may continue coverage for a 36-month period; or
 3. In the event of the divorced spouse, coverage may continue until becoming covered under another group health services plan.
- C. Dependents of Medicare - eligible employees may continue their coverage following the date of Medicare eligibility until the earlier of:
1. Thirty-six months have elapsed; or
 2. The dependent becomes eligible for Medicare; or

3. The dependent becomes covered under any other group coverage plan.
- D. Dependent children may continue their coverage after attaining the dependent limiting age, as defined in the contract until the earlier of:
1. Thirty-six months have elapsed; or
 2. The dependent child becomes covered under any other group coverage plan.
- E. Terminated employees, laid off employees, early retirees, and employees with reduced hours may continue their coverage until the earlier of:
1. Eighteen months following the date of termination, layoff, retirement, or reduction in hours; or
 2. The date the employee becomes covered by the same or any other group coverage plan.
- F. Retired employees and the employee's spouse and dependents shall be provided with continuation insurance coverage in accordance with the City Master Plan contract with its insurance provider and State and Federal law.

For items "B" through "F" above, failure of the eligible individual to make required premium payments (any time during the continuation of coverage period) within 31 days after notice of the requirement to pay the premiums shall be basis for the termination of the coverage without written consent. All of the above are termed "qualifying events". An eligible dependent is any spouse or dependent child of an employee who would otherwise lose coverage on account of a qualifying event.

An eligible person may have more than one qualifying event, but the coverage period may not exceed a total of 36 months for items C, D and E above. With any of the "qualifying events", the employer may terminate coverage prior to the expiration of the 36-month or 18-month period, only upon:

1. The employer's abolition of all health plans provided to any employee; or
2. The employee's or eligible dependent's failure to pay the required premium; or
3. The eligible dependent becoming eligible for Medicare; or

4. The eligible individual becoming covered under another group plan.

All employees, spouses, and dependents eligible for coverage in parts A - F of this policy must make written application to the employer when applying for the continuation of coverage.

In the event an employee becomes disabled, the employee and his/her dependents are immediately eligible to continue coverage (provided the City's contract continues in force).

The City of Willmar must notify its carrier within thirty (30) days after an employee's death, termination, reduction in work hours, or eligibility for Medicare. The employee must notify the employer of his/her divorce or any changes in dependent status within sixty (60) days of the qualifying event.

The City will notify by mail, to their last known address, all eligible individuals of their rights under this provision within fourteen (14) days after receiving notice of a qualifying event.

Individuals, eligible under this policy, will be provided at least sixty (60) days written notice in which to elect such continued coverage. The 60 day period commences on the date the plan coverage would otherwise terminate or the date on which such notice of the right of continued coverage was sent, whichever is later.

The individual has forty-five (45) days from the election of continuation of coverage date to make the first required payment. Subsequent premium payments are due and payable on a regular monthly basis thereafter.

During the 180 days preceding the expiration of the continuation of coverage, the City will provide individuals, eligible under parts A - F of this "Continuation of Coverage" policy, the option of enrollment under a conversion health contract that is available to employees, spouses, and eligible dependents.

6.2. Employee Right-to-Know

Minnesota's 1983 Employee Right-to-Know law places certain obligations on employers whose employees may be exposed to hazardous substances, harmful physical agents, or infectious agents. The employer must take steps to evaluate their work places and to provide specific types of training and information to the employee. Employees have a conditional right to refuse to work if they are in imminent danger. There are also requirements for the labeling of hazardous substances and equipment or work areas that generate harmful physical agents.

To comply with the Right-to-Know standards, the City has established a program for gathering and updating information and conveying it to employees. Any questions or comments should be directed to an employee's immediate supervisor or the Safety 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: December 16, 2019 |
| From: Samantha Beckman, Human Resource Director | Agenda item: Consideration of 2020 Part-Time Employee Pay Scales |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____,
to approve the updated 2020 Part-Time Employee Pay Scales

HISTORY:

The 2019 Part-Time Employee Pay Scale needs to be updated to take into account the Minnesota minimum wage increase (\$10.00 per hour beginning January 1, 2020) and also include a two new position scales (one for Intern/Laser fiche Assistant and one for Coaches) The Arena Staff title was included in the Parks & Rec Staff scale for those employees who exclusively work at the Arena (prep for curling ice, pull nets, clean the facility on nights and weekends, assist with snow removal, etc.) Adult Sports Officials pay rates were increased to the Hockey and Soccer Official rates as officials in recreation are becoming increasingly more difficult to find and to stay competitive with rates that associations and traveling teams are paying.

FINANCIAL IMPACT:

Minimum wage increased by 13 cents per hour and the internship funds were approved in the 2020 budget.

ALTERNATIVES:

1. Leave the pay scale as is (with the exception of minimum wage increases)
2. Suggest further changes to the pay scale

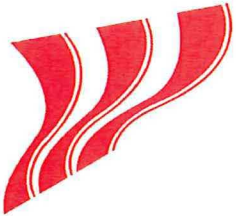
REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: Labor, December 9, 2019

COUNCIL MEETING DATE: December 16, 2019

2020
PART-TIME EMPLOYEE PAY SCALES

| Position | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|----------------------|-------------------|---------------------|-------------------|---------------|
| <i>Public Works</i> | | | | | |
| Street/Park Maintenance | 10.009.86 | 10.25 | 10.50 | 10.75 | 11.00 |
| Street/Park Mntc. Nights/Weekends | 11.00 | 11.25 | 11.50 | 11.75 | 12.00 |
| Brush Site Manager | 10.50 | 11.00 | 11.50 | 12.00 | 12.50 |
| <i>Fire Department</i> | | | | | |
| Fire Station Maintenance | 10.009.86 | 10.25 | 10.50 | 10.75 | 11.00 |
| Emergency Coordinator | 14.30 | | | | |
| <i>Admin</i> | | | | | |
| Clerical Assistants | 10.009.86 | 10.25 | 10.50 | 10.75 | 11.00 |
| <u>Intern/Laser fiche Assistant</u> | <u>10.00 - 15.00</u> | | | | |
| <i>Police Department</i> | | | | | |
| CSO | 13.00 | 13.50 | 14.00 | 14.50 | 15.00 |
| <i>Parks & Recreation</i> | | | | | |
| Parks & Rec Staff: (Concessions, Community Center Staff, Gun Range Staff)/ <u>Arena Staff</u> | 10.009.86 | 10.250 | 110.0075 | 11.250 | 12.00 |
| Parks & Rec Leaders/Zam Drivers | 110.00 | 12.00 | 14.00 | 16.00 | 18.00 |
| DOAC Lifeguards | 11.00 | 12.00 | 13.00 | 14.00 | 15.00 |
| <u>Coach</u> | <u>20.00</u> | <u>25.00</u> | <u>30.00</u> | <u>35.00</u> | <u>40.00</u> |
| Officials (<u>Adult Rec/Hoekey/Socceer</u>) | 25.00 | 30.00 | 35.00 | 40.00 | 45.00 |
| Officials (<u>Youth Recall-other sports</u>) | 15.00 | 20.00 | 25.00 | 30.00 | 35.00 |
| <i>WRAC-8</i> | | | | | |
| WRAC-8 Technician | 15.00 | | | | |
| <i>Elections</i> | | | | | |
| Election Judges | 15.00 | | | | |
| Election Assistant Head Judges | 18.00 | | | | |
| Election Head Judges | 20.00 | | | | |



WILLMAR

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CITY COUNCIL AGENDA REPORT

| | |
|--|---|
| To: Mayor and City Council | Date: December 16, 2019 |
| From: Samantha Beckman, Human Resource Director | Agenda item: Consideration of 2020 City-Wide Base Pay Schedule |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____,
to approve the updated 2020 Base Pay Schedule for the City of Willmar.

Motion By: _____ Second By: _____,
to adopt a resolution allowing non-union employees and Supervisors to exceed their pay scale maximum in order to receive the 10% increase due to health insurance changes.

HISTORY:

Willmar hasn't adopted a city-wide pay scale since 2010 and best practice is to adopt an updated version annually. A 2020 City-Wide Base Pay Schedule was developed by Springsted, our Labor Attorney, and HR for the City to consider. In 2016 a partial pay scale was adopted to include the non-union and Supervisory employees, however it did not implement the open/unused pay scales, contained skewed point ranges, and used inconsistent grading numbers. By implementing this new pay schedule we will have a cohesive, City-wide pay schedule that can apply to all employees and has consistent ranges and increases between grades. The long-term goal is to bring all employees into alignment with our adopted pay scale through negotiations but has no effect on existing contracts/wages.

Some non-union employees and Supervisors will exceed the newly adopted pay range maximum in order for them to receive the full 10% increase due to health insurance. This ensures all employees receive the same increase now but those that exceed their scale maximum will have their wages frozen until the scale catches up to their wage.

FINANCIAL IMPACT:

There is no change in employee's pay as a result of adopting this pay schedule as union employees are paid according to their contracts, and non-union employees' pay falls within the proposed ranges.

ALTERNATIVES:

1. Not adopt the updated Base Pay Schedule
2. Offer lump sum payments in lieu of exceeding the pay scale maximum.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: Labor, December 9, 2019

COUNCIL MEETING DATE: December 16, 2019

RESOLUTION NO.

RESOLUTION APPROVING NONUNION EMPLOYEES' 2020 BASE PAY

Motion By: _____ Second By:

WHEREAS, the City Council must approve base pay for City of Willmar (City) nonunion employees for calendar years in which it has not taken formal action on such items.

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

1. The base pay for nonunion employees be increased by 10% above such employees' base pay as of December 31, 2019, effective January 1, 2020 even if such increase results in a nonunion employee's base pay exceeding the maximum of the pay range for their position's pay grade.
2. Other components of base pay for nonunion employees for calendar year 2020 include the following:
 - A. A base pay increase of up to an additional 4% may be given to an employee based upon the employee's years of service subject to the maximum of the pay range for their position's pay grade.
 - B. An additional base pay increase will not be given for a poor performance review. A poor performance review will require the employee and the direct supervisor to develop a performance improvement plan and should be reviewed again with-in six months in order to determine whether a base pay increase should be given.
3. The City of Willmar 2020 Base Pay Schedule attached hereto and incorporated herein by reference in its entirety is approved
4. Any employee whose base pay as of January 1, 2020 exceeds the maximum of the pay range for their position's pay grade will continue to be paid such base pay.
5. This resolution supersedes all current or prior policies addressing the subject matters addressed in this resolution.

Dated this ____ day of _____, 2019

Mayor

Attest:

City Clerk

City of Willmar

2020 Base Pay Schedule

| Grade | Minimum | Midpoint | Maximum |
|-------|--------------|--------------|--------------|
| 1 | \$35,034.78 | \$40,290.00 | \$45,545.22 |
| 2 | \$37,136.87 | \$42,707.40 | \$48,277.93 |
| 3 | \$39,365.08 | \$45,269.84 | \$51,174.61 |
| 4 | \$41,726.99 | \$47,986.03 | \$54,245.08 |
| 5 | \$44,230.61 | \$50,865.20 | \$57,499.79 |
| 6 | \$46,884.44 | \$53,917.11 | \$60,949.77 |
| 7 | \$49,697.51 | \$57,152.14 | \$64,606.76 |
| 8 | \$52,679.36 | \$60,581.26 | \$68,483.17 |
| 9 | \$55,840.12 | \$64,216.14 | \$72,592.16 |
| 10 | \$59,190.53 | \$68,069.11 | \$76,947.69 |
| 11 | \$62,741.96 | \$72,153.25 | \$81,564.55 |
| 12 | \$66,506.48 | \$76,482.45 | \$86,458.42 |
| 13 | \$70,496.87 | \$81,071.40 | \$91,645.93 |
| 14 | \$74,726.68 | \$85,935.68 | \$97,144.68 |
| 15 | \$79,210.28 | \$91,091.82 | \$102,973.36 |
| 16 | \$83,962.90 | \$96,557.33 | \$109,151.76 |
| 17 | \$89,000.67 | \$102,350.77 | \$115,700.87 |
| 18 | \$94,340.71 | \$108,491.82 | \$122,642.92 |
| 19 | \$100,001.15 | \$115,001.32 | \$130,001.50 |
| 20 | \$106,001.22 | \$121,901.40 | \$137,801.59 |
| 21 | \$112,361.29 | \$129,215.49 | \$146,069.68 |
| 22 | \$119,102.97 | \$136,968.42 | \$154,833.86 |
| 23 | \$126,249.15 | \$145,186.52 | \$164,123.90 |
| 24 | \$133,824.10 | \$153,897.71 | \$173,971.33 |

Notes:

- Employees starting in a position may be placed within the Pay Schedule's pay ranges at the discretion of the employer.
- No pay increases will be awarded under this pay structure after December 31, 2020.

Approved by City of Willmar City Council on [Date]

Unrepresented Employee Pay Options

Some unrepresented employees will exceed their pay scale maximum when granted the 10% wage increase in 2020, which leaves us with two pay options:

1. Allow employees' base pay to exceed their pay range maximum in order to receive the increase granted for the health insurance change.
 2. Grant a one-time lump sum payment to those who would exceed their pay scale maximum due to the increase granted for the health insurance (pay would be increased to the maximum and any remaining wage increase would be paid out as lump sum).
- In the previous 5+ years, the City has not granted pay above the maximum or lump sum payments for performance increases to those who are at their pay scale maximum.



CITY COUNCIL AGENDA REPORT

| | |
|---|--|
| To: Mayor and City Council | Date: December 16th, 2019 |
| From: Rob Baumgarn Parks and Recreation Director | Agenda Item: Robbins Island- Celebrate the Light of the World Display |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution to enter into an agreement with Willmar Fests for the “Celebrate the Lights” display located at Robbins Island Regional Park.

HISTORY: The Chad Koosman family donated their holiday lights display to Willmar Fest who sponsors this display to support the Salvation Army and other local non profit organizations. Willmar Fests wishes to continue the display and the current lease has expired. The prior agreement was a 1 year agreement.

The light display runs from Thanksgiving to early/mid Jan. Staff has worked with City Attorney to prepare a new agreement that would renew the agreement on an annual basis. The agreement will grant a nonexclusive license to access and enter onto the area to install, maintain or operate the display or manage public access to view the display free of charge. The Willmar Fests insurance for the display is still valid.

FINANCIAL IMPACT: The City of Willmar would be paying for the electrical service for the display. This is roughly an additional \$150-\$175 per month to the current electrical fees at the Island.

ALTERNATIVES:

1. Not to approve the agreement as presented and/or revise as seen necessary
- 2.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE:

COUNCIL MEETING DATE: December 16th, 2019

RESOLUTION NO. _____

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

Motion By: _____

Second By: _____

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

Dated this 16th day of December, 2019

MAYOR

Attest:

CITY CLERK

LICENSE AGREEMENT TO USE PUBLIC PARK PROPERTY

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

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

WHEREAS, Willmar Fests, Inc. has requested permission to install, maintain and operate a holiday lights display at Robbins Island to be open free of charge to the general public between Thanksgiving Day 2019 and New Year’s Day 2020 (the “display”), and the City is willing to permit Licensee to do so pursuant to the following terms and conditions.

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

1. LICENSE. The City shall grant to Licensee a terminable nonexclusive license to access and enter onto the areas as depicted on Exhibit A at Robbins Island (the “licensed premises”) between October 1st and the earlier of (i) Licensee’s completion of its removal of the display to the satisfaction of the City Parks and Recreation Director and the City’s acceptance thereof pursuant to Section 2, or (ii) February 1st in any year in which this Agreement is in effect, for the purposes of installing, maintaining, operating and removing the display and managing public access thereto, subject to the following conditions:
 - a. Licensee shall commence no work authorized by this License to install, maintain or operate the display or manage public access thereto until it has obtained all required approvals and permits as required by the City and following written authorization from the City Parks and Recreation Director.
 - b. Licensee shall allow and manage public access to view the display free of charge for between approximately Thanksgiving Day and New Year’s Day during the term of this Agreement or any renewal term.
 - c. Licensee shall take all necessary precautions to protect and preserve the City’s improvements at Robbins Island during any activities contemplated in this License.
 - d. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions during any activities at Robbins Island as contemplated in this License.

- e. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, install, maintain or remove the display and comply with the requirements thereof.
- f. Licensee shall be responsible for making electrical connections to existing park facilities or otherwise installing equipment or facilities appropriate and necessary for the provision of electrical service to the licensed premises as required to power the display, shall maintain such equipment, facilities and electrical connections in a safe manner, and shall coordinate such efforts with Willmar Municipal Utilities and the City's Parks and Recreation Director during the time period of the agreement. The City shall be responsible for the cost of the electricity to power the display.
- g. Licensee shall protect the root growth of all significant trees and shrubbery located at Robbins Island.
- h. Licensee shall maintain access to all properties and public rights-of-way during the term of this License, including emergency vehicle access.
- i. Unless otherwise approved in advance by the City Parks and Recreation Director, Licensee shall remove daily all dirt, debris or materials from sidewalks, trails, public and private roadway surfaces and curbs and gutters during any activities authorized by this License.
- j. Licensee shall not engage in any activities outside the area specified in the attached Exhibit A without the advanced approval of the City Parks and Recreation Director.
- k. Licensee shall promptly disassemble and completely remove the display from Robbins Island after completion of the public viewing period provided in paragraph 1.b above, and shall complete such disassembly and removal activities and fully restore the licensed premises to its preexisting condition on or before February 1, 2019, (weather permitting in coordination with City staff).
- l. Licensee shall be responsible for the content of the display; however Licensee shall ensure that the display is not primarily and overtly religious in nature, and shall promptly remove any components of the display objected to by the City on the basis that such components may be interpreted to be the City's endorsement, establishment or favoring of a particular religion or viewpoint.
- m. Licensee shall include in a conspicuous location in its display a sign stating substantially as follows: "THIS DISPLAY IS SPONSORED BY WILLMAR FESTS, INC., A PRIVATE NONPROFIT CORPORATION. THE CITY OF WILLMAR IN PERMITTING THIS DISPLAY DOES NOT ENDORSE ITS CONTENT."
- n. Licensee does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations,

specifically including Licensee's installation, operation, and maintenance of the display and the management of public access thereto, hiring and firing of staff, selection of volunteers and vendors, and provision of services.

- o. Licensee acknowledges that Robbins Island is a public park and as such is a traditional public forum for public speech according to court precedent interpreting the First Amendment to the United States Constitution. Licensee, in installing, operating and maintaining its display and managing the public access thereto shall take no action inconsistent with (1) Robbins Island's status as a traditional public forum; or (2) any content-neutral regulations on the time, place and manner of public speech permitted in such park established by the City.
2. **TERM.** This License shall commence on October 1, 2019 and continue in effect indefinitely until terminated as provided herein.

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

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

3. **CONDITION OF PREMISES NOT WARRANTED.** The City does not warrant that Robbins Island is suitable for the purposes for which it is permitted to be used under this License. The City shall have no responsibility with regard to any failure of or damage to Licensee's display or other personal property during the term of this License. Licensee understands and acknowledges that this Agreement grants it only a terminable license to use the playground site, and does not confer any permanent property rights with respect to Robbins Island upon Licensee. Licensee further knows, understands and acknowledges the risks and hazards associated with using Robbins Island for the purposes permitted herein and the improvements thereon and hereby assumes any and all risks and hazards associated therewith. Licensee hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee or any other person resulting from Licensee's use of the licensed premises during the term of this License and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all such claims of liability related in any way to the Licensee's use of Robbins Island or the installation, operation, maintenance of the display or the management of public access thereto.
4. **INSPECTION.** Licensee shall make the license premises available to the City and its authorized agents or representatives, and all others authorized by law, for inspection at all reasonable times during the term of this License.

- a. The City may order the immediate cessation of any project work that exceeds the scope of the depiction of the display attached hereto as Exhibit A or otherwise poses a serious threat to the life, health, safety or welfare of the public.
 - b. The City may order Licensee to correct any project work to comply with depiction of the display attached hereto as Exhibit A or other applicable standards, conditions or laws. If the display falls into disrepair at any time during the term of this License, the City may order Licensee to conduct any repairs or perform any maintenance necessary to bring the display into conformance with the depiction of the display attached hereto as Exhibit A. If the violation is not corrected pursuant to the City's order, which must allow Licensee a reasonable time to make such correction(s), the City may immediately revoke this License and require the Licensee to restore the licensed premises to its preexisting condition or better, (excluding ordinary wear and tear).
5. INDEMNIFICATION. Licensee shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee's use of Robbins Island or its installation, operation, maintenance or removal of the display thereon or its management of public access thereto. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this License.
6. INSURANCE. Licensee shall purchase and maintain commercial general liability insurance to protect itself from claims for damages because of bodily injury, death, and injury to or destruction of tangible property, including loss of use resulting therefrom. The base limits of this policy shall be at least \$2,000,000 claims made or aggregate or at such higher limits as may be required from time to time by the City during the term of this Agreement. Licensee shall provide the City with evidence of such insurance in the form of a certificate of insurance no later than 10 days after the effective date of this License, and in any event prior to commencing any work on the playground site authorized by this License. The City shall be an additional insured on such policy and all certificates shall contain a provision that the insurance shall not be cancelled unless prior written notice thereof is given to the City not less than 10 days prior to the effective date of such cancellation. If Licensee fails to give such certificate of insurance to the City within ten days after execution of this Agreement, this License shall be null and void. If Licensee fails to maintain a policy of insurance as required by the City for the term of this Agreement, the City may immediately revoke this License and require the Licensee

to restore the licensed premises to its preexisting condition or better, (excluding ordinary wear and tear).

7. GENERAL TERMS.

- a. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- b. ASSIGNMENT. This Agreement may not be assigned by either party without the written consent of the other party.
- c. NOTICES. The parties' representatives for notification for all purposes are:

City:

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

Licensee:

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

- d. COMPLIANCE WITH LAWS. Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, programs and staff for which Licensee is responsible.
- e. DATA PRACTICES; RECORDS—AVAILABILITY AND RETENTION. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.* and the audit and records retention requirements of Minn. Stat. § 16C.05, subd. 5.
- f. NO WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this

Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

- g. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- h. RECORDING. This Agreement shall not be recorded by either party.

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

CITY OF WILLMAR

Dated: _____

By: _____
Marvin Calvin, Mayor

Dated: _____

By: _____
Brian Gramentz, City Administrator

LICENSEE: WILLMAR FESTS, INC.

Dated: _____

By: _____
Its: _____

Dated: _____

By: _____
Its: _____

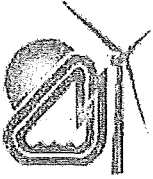
EXHIBIT A

Depiction of the Holiday Lights Display at Robbins Island

CK 53914

10/10/18

NNNN



Willmar Municipal Utilities
700 Litchfield Ave SW • PO Box 937
Willmar, MN 56201-0937

ELECTRIC - WATER - WASTEWATER - DISTRICT HEAT
"Your Hometown Utility"

Telephone: 320-235-4422
Visit us online at www.wmu.willmar.mn.us

| | |
|-----------------|--------------|
| Statement Date | 09/27/2018 |
| Account Number | 17678021 |
| Service Address | 613 BUS 71 N |
| Payment Due | 10/26/2018 |

Service Summary

| | |
|-----------------------------|----------------------|
| Previous Balance | 272.38 |
| Payment Received 09/17/2018 | Thank You! 272.38 CR |
| Balance Forward | 0.00 |

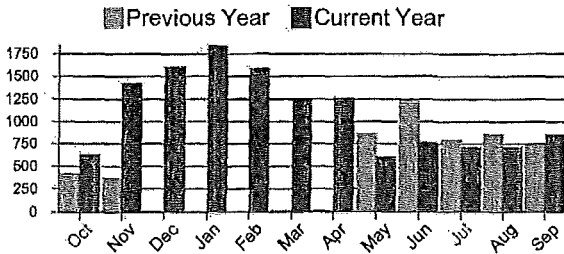
| | |
|-------------------------|---------------|
| Current Charges | 274.58 |
| Total Amount Due | 274.58 |

CITY OF WILLMAR
PO BOX 755
WILLMAR MN 56201-0755



*** See reverse side for service details. ***

kWh Usage History



| Comparisons | Days | kWh | Avg Temp | Avg kWh |
|----------------------|------|-----|----------|---------|
| Current Month | 32 | 868 | 65 | 27 |
| Previous Month | 30 | 718 | 69 | 24 |
| Same Month Last Year | 32 | 743 | 66 | 23 |

Avg Cost Per Day: 5.66

Important Information

Annual Budget Plans (rolling 12 month average) will recalculate in September and reflect on your next billing statement.
Thank you for maintaining good payment history!

Account Summary

| | | |
|------------------------------------|-----------------------|---------------|
| City Franchise Fee | 240 kWh @ 0.009577 | 2.30 |
| City Franchise Fee | 137 kWh @ 0.009577 | 1.31 |
| City Franchise Fee | 489 kWh @ 0.009577 | 4.68 |
| City Franchise Fee | 15 kWh @ 0.009577 | 0.14 |
| kWh-Energy | 240 kWh @ 0.1091 | 26.18 |
| kWh-Energy | 137 kWh @ 0.1091 | 14.95 |
| kWh-Energy | 489 kWh @ 0.1091 | 53.35 |
| kWh-Energy | 15 kWh @ 0.1091 | 1.64 |
| Fixed Cost | | 64.20 |
| Sales Tax | | 12.44 |
| Total Electric Charges | | 181.19 |
| Water | 300 @ 1.13/100 cu.ft. | 3.39 |
| Fixed Cost | | 23.60 |
| Minnesota Department of Health Fee | | 0.53 |
| Meter Service Charge | | 5.78 |
| Sales Tax | | 2.41 |
| Total Water Charges | | 35.71 |
| Wastewater | 300 @ 2.91/100 cu.ft. | 8.73 |
| Billing Charge | | 2.95 |
| Utility Improvement Charge | | 4.00 |
| Meter Service Charge | | 42.00 |
| Total Wastewater Charges | | 57.68 |
| Total Current Charges | | 274.58 |

To ensure proper credit please detach and return bottom portion with payment.

CITY OF WILLMAR
PO BOX 755
WILLMAR MN 56201-0755

| | |
|----------------------------------|---------------|
| Account Number | 17678021 |
| Total Amount Due 10/26/18 | 274.58 |
| Total Due if Paid After 10/26/18 | 302.04 |

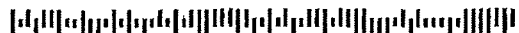
Home:
Work: (320) 214-5178
Cell:

Please notify us of any changes to your personal information below:

Make checks payable to WMU

Willmar Municipal Utilities
PO Box 937
Willmar MN 56201-0937

4



252000017678021000027458000030204102620183

UTILITY SERVICES DETAIL

Service Address: 613 BUS 71 N

| Description | Meter No. | Meter Reading Dates | | Days | Readings | | Meter Multiplier | Consumed Usage | Rate Class | Amount |
|-------------|-----------|---------------------|------------|------|----------|---------|------------------|----------------|------------|---------|
| | | From | To | | Previous | Present | | | | |
| ELECTRIC | 20002550 | 08/24/2018 | 09/25/2018 | 32 | 8670 | 8910 | 1 | 240 | EC | \$26.18 |
| ELECTRIC | 20003903 | 08/24/2018 | 09/25/2018 | 32 | 178 | 193 | 1 | 15 | EC | \$1.64 |
| ELECTRIC | 20000270 | 08/24/2018 | 09/25/2018 | 32 | 3701 | 3838 | 1 | 137 | EC | \$14.95 |
| ELECTRIC | 20002552 | 08/24/2018 | 09/25/2018 | 32 | 13501 | 13990 | 1 | 489 | EC | \$53.35 |
| WATER | 10966719 | 08/24/2018 | 09/25/2018 | 32 | 800 | 803 | 100 | 300 | WC | \$3.39 |
| WATER | 57800979 | 08/24/2018 | 09/25/2018 | 32 | 33 | 33 | 100 | 0 | WCL | \$.00 |
| WASTEWATER | | 08/24/2018 | 09/25/2018 | 32 | 800 | 803 | 100 | 300 | SC | \$8.73 |

If payment in full is not received in our office by the due date a penalty of 10% will be accessed on all remaining current charges. Accounts with a past due balance are subject to possible disconnection.

Paying Your Bill

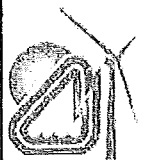
This bill is due upon receipt. Make your check payable to WMU. Please include the remittance stub with your payment to insure proper credit to your account. Failure to receive a bill does not exempt you from payment, late charges, or possible disconnection of service due to unpaid past due balance.

Office Hours

7:30 am - 4:00 pm. Monday through Friday. Payments can be made in person at our office, by mail, phone, ACH through the bank, or deposited at any of our drop box locations.



Make an online payment with **SmartHub**. In a hurry, that's OK! With **Pay Now** you can make a one-time payment with no registration required. Scan the barcode below & visit the website for details.



Willmar Municipal Utilities

700 Litchfield Ave SW • PO Box 937
Willmar, MN 56201-0937

ELECTRIC - WATER - WASTEWATER - DISTRICT HEAT
"Your Hometown Utility"



Account Balance
Monthly Usage
Bill Payment
All Available at:
www.wmu.willmar.mn.us

We Accept:



Pay By Phone at 855-386-9902

CK 54190
11/14/18

NNNN



Willmar Municipal Utilities
700 Litchfield Ave SW • PO Box 937
Willmar, MN 56201-0937

ELECTRIC - WATER - WASTEWATER - DISTRICT HEAT
"Your Hometown Utility"

Telephone: 320-235-4422
Visit us online at www.wmu.willmar.mn.us

| | |
|-----------------|--------------|
| Statement Date | 10/29/2018 |
| Account Number | 17678021 |
| Service Address | 613 BUS 71 N |
| Payment Due | 11/26/2018 |

Service Summary

| | |
|-----------------------------|----------------------|
| Previous Balance | 274.58 |
| Payment Received 10/15/2018 | Thank You! 274.58 CR |
| Balance Forward | 0.00 |

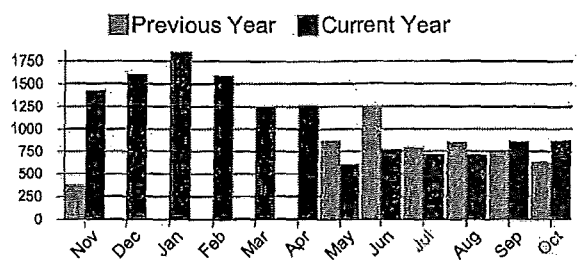
| | |
|-------------------------|---------------|
| Current Charges | 252.70 |
| Total Amount Due | 252.70 |

CITY OF WILLMAR
PO BOX 755
WILLMAR MN 56201-0755



*** See reverse side for service details. ***

kWh Usage History



| Comparisons | Days | kWh | Avg Temp | Avg kWh |
|----------------------|------|-----|----------|---------|
| Current Month | 30 | 876 | 43 | 29 |
| Previous Month | 32 | 866 | 65 | 27 |
| Same Month Last Year | 30 | 637 | 53 | 21 |

Avg Cost Per Day: 5.59

Important Information

Thank you for maintaining good payment history!

Account Summary

| | | |
|------------------------------------|-----------------------|---------------|
| City Franchise Fee | 245 kWh @ 0.009577 | 2.35 |
| City Franchise Fee | 144 kWh @ 0.009577 | 1.38 |
| City Franchise Fee | 487 kWh @ 0.009577 | 4.66 |
| City Franchise Fee | 2 kWh @ 0.009577 | 0.02 |
| kWh-Energy | 245 kWh @ 0.0953 | 23.35 |
| kWh-Energy | 144 kWh @ 0.0953 | 13.72 |
| kWh-Energy | 487 kWh @ 0.0953 | 46.41 |
| kWh-Energy | 2 kWh @ 0.0953 | 0.19 |
| Fixed Cost | | 64.20 |
| Sales Tax | | 11.53 |
| Total Electric Charges | | 167.81 |
| Water | 100 @ 0.89/100 cu.ft. | 0.89 |
| Fixed Cost | | 23.60 |
| Minnesota Department of Health Fee | | 0.53 |
| Meter Service Charge | | 5.78 |
| Sales Tax | | 2.23 |
| Total Water Charges | | 33.03 |
| Wastewater | 100 @ 2.91/100 cu.ft. | 2.91 |
| Billing Charge | | 2.95 |
| Utility Improvement Charge | | 4.00 |
| Meter Service Charge | | 42.00 |
| Total Wastewater Charges | | 51.86 |
| Total Current Charges | | 252.70 |

To ensure proper credit please detach and return bottom portion with payment.

CITY OF WILLMAR
PO BOX 755
WILLMAR MN 56201-0755

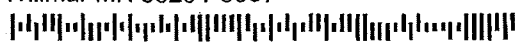
| | |
|----------------------------------|---------------|
| Account Number | 17678021 |
| Total Amount Due 11/26/18 | 252.70 |
| Total Due if Paid After 11/26/18 | 277.97 |

Home:
Work: (320) 214-5178
Cell:

Please notify us of any changes to your personal information below:

Make checks payable to WMU

Willmar Municipal Utilities
PO Box 937
Willmar MN 56201-0937



UTILITY SERVICES DETAIL

Service Address: 613 BUS 71 N

| Description | Meter No. | Meter Reading Dates | | Days | Readings | | Meter Multiplier | Consumed Usage | Rate Class | Amount |
|-------------|-----------|---------------------|------------|------|----------|---------|------------------|----------------|------------|---------|
| | | From | To | | Previous | Present | | | | |
| ELECTRIC | 20002550 | 09/25/2018 | 10/25/2018 | 30 | 8910 | 9155 | 1 | 245 | EC | \$23.35 |
| ELECTRIC | 20003903 | 09/25/2018 | 10/25/2018 | 30 | 193 | 195 | 1 | 2 | EC | \$.19 |
| ELECTRIC | 20000270 | 09/25/2018 | 10/25/2018 | 30 | 3838 | 3982 | 1 | 144 | EC | \$13.72 |
| ELECTRIC | 20002552 | 09/25/2018 | 10/25/2018 | 30 | 13990 | 14477 | 1 | 487 | EC | \$46.41 |
| WATER | 10966719 | 09/25/2018 | 10/01/2018 | 6 | 803 | 804 | 100 | 100 | WC | \$.89 |
| WATER | 57800979 | 09/25/2018 | 10/01/2018 | 6 | 33 | 33 | 100 | 0 | WCL | \$.00 |
| WASTEWATER | | 09/25/2018 | 10/01/2018 | 6 | 803 | 804 | 100 | 100 | SC | \$2.91 |

If payment in full is not received in our office by the due date a penalty of 10% will be accessed on all remaining current charges. Accounts with a past due balance are subject to possible disconnection.

Paying Your Bill

This bill is due upon receipt. Make your check payable to WMU. Please include the remittance stub with your payment to insure proper credit to your account. Failure to receive a bill does not exempt you from payment, late charges, or possible disconnection of service due to unpaid past due balance.

Office Hours

7:30 am - 4:00 pm. Monday through Friday. Payments can be made in person at our office, by mail, phone, ACH through the bank, or deposited at any of our drop box locations.



Make an online payment with SmartHub. In a hurry, that's OK! With Pay Now you can make a one-time payment with no registration required. Scan the barcode below & visit the website for details.

Willmar Municipal Utilities

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Willmar, MN 56201-0937

ELECTRIC - WATER - WASTEWATER - DISTRICT HEAT
"Your Hometown Utility"



Account Balance
Monthly Usage
Bill Payment
All Available at:
www.wmu.willmar.mn.us

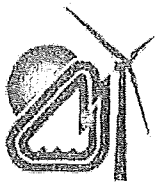
We Accept:



Pay By Phone at 855-386-9902

CK 54441
12/20/18

NNNN



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Willmar, MN 56201-0937

ELECTRIC - WATER - WASTEWATER - DISTRICT HEAT
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Telephone: 320-235-4422
Visit us online at www.wmu.willmar.mn.us

| | |
|-----------------|--------------|
| Statement Date | 11/27/2018 |
| Account Number | 17678021 |
| Service Address | 613 BUS 71 N |
| Payment Due | 12/26/2018 |

Service Summary

| | |
|---|-----------|
| Previous Balance | 252.70 |
| Payment Received 11/16/2018 <i>Thank You!</i> | 252.70 CR |
| Balance Forward | 0.00 |

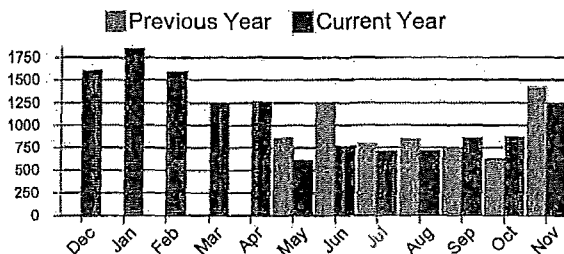
| | |
|-------------------------|---------------|
| Current Charges | 212.17 |
| Total Amount Due | 212.17 |

CITY OF WILLMAR
PO BOX 755
WILLMAR MN 56201-0755



*** See reverse side for service details. ***

kWh Usage History



| Comparisons | Days | kWh | Avg Temp | Avg kWh |
|----------------------|------|------|----------|---------|
| Current Month | 31 | 1241 | 30 | 40 |
| Previous Month | 30 | 876 | 43 | 29 |
| Same Month Last Year | 28 | 1429 | 32 | 51 |

Avg Cost Per Day: 6.84

Account Summary

| | | |
|-------------------------------|--------------------|---------------|
| City Franchise Fee | 368 kWh @ 0.009577 | 3.52 |
| City Franchise Fee | 258 kWh @ 0.009577 | 2.47 |
| City Franchise Fee | 615 kWh @ 0.009577 | 5.89 |
| City Franchise Fee | 31 kWh @ 0.009577 | 0.30 |
| kWh-Energy | 368 kWh @ 0.0953 | 35.07 |
| kWh-Energy | 258 kWh @ 0.0953 | 24.59 |
| kWh-Energy | 615 kWh @ 0.0953 | 58.61 |
| kWh-Energy | 31 kWh @ 0.0953 | 2.95 |
| Fixed Cost | | 64.20 |
| Sales Tax | | 14.57 |
| Total Electric Charges | | 212.17 |
| Total Current Charges | | 212.17 |

Important Information

Thank you for maintaining good payment history!

To ensure proper credit please detach and return bottom portion with payment.

CITY OF WILLMAR
PO BOX 755
WILLMAR MN 56201-0755

| | |
|------------------------------------|----------|
| Account Number | 17678021 |
| Total Amount Due 12/26/18 | 212.17 |
| Total Due If Paid, After 12/26/18: | 233.39 |

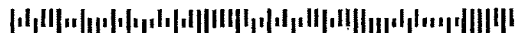
Home:
Work: (320) 214-5178
Cell:

Please notify us of any changes to your personal information below:

Make checks payable to WMU

Willmar Municipal Utilities
PO Box 937
Willmar MN 56201-0937

4



UTILITY SERVICES DETAIL

Service Address: 613 BUS 71 N

| Description | Meter No. | Meter Reading Dates | | Days | Readings | | Meter Multiplier | Consumed Usage | Rate Class | Amount |
|-------------|-----------|---------------------|------------|------|----------|---------|------------------|----------------|------------|---------|
| | | From | To | | Previous | Present | | | | |
| ELECTRIC | 20002550 | 10/25/2018 | 11/25/2018 | 31 | 9155 | 9523 | 1 | 368 | EC | \$35.07 |
| ELECTRIC | 20003903 | 10/25/2018 | 11/25/2018 | 31 | 195 | 226 | 1 | 31 | EC | \$2.95 |
| ELECTRIC | 20000270 | 10/25/2018 | 11/25/2018 | 31 | 3982 | 4240 | 1 | 258 | EC | \$24.59 |
| ELECTRIC | 20002552 | 10/25/2018 | 11/25/2018 | 31 | 14477 | 15092 | 1 | 615 | EC | \$58.61 |
| WATER | 10966719 | 10/01/2018 | 10/01/2018 | 0 | 804 | 804 | 100 | 0 | WC | \$0.00 |
| WATER | 57800979 | 10/01/2018 | 10/01/2018 | 0 | 33 | 33 | 100 | 0 | WCL | \$0.00 |
| WASTEWATER | | 10/01/2018 | 10/01/2018 | 0 | 804 | 804 | 100 | 0 | SC | \$0.00 |

Low H.11%

If payment in full is not received in our office by the due date a penalty of 10% will be accessed on all remaining current charges. Accounts with a past due balance are subject to possible disconnection.

Paying Your Bill

This bill is due upon receipt. Make your check payable to WMU. Please include the remittance stub with your payment to insure proper credit to your account. Failure to receive a bill does not exempt you from payment, late charges, or possible disconnection of service due to unpaid past due balance.

Office Hours

7:30 am - 4:00 pm. Monday through Friday. Payments can be made in person at our office, by mail, phone, ACH through the bank, or deposited at any of our drop box locations.



Make an online payment with SmartHub. In a hurry, that's OK! With Pay Now you can make a one-time payment with no registration required. Scan the barcode below & visit the website for details.



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Account Balance
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Bill Payment
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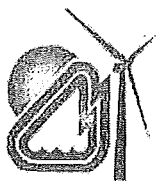
We Accept:



Pay By Phone at 855-386-9902

CK 54583
-12/31/18

NNNN



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| | |
|-----------------|--------------|
| Statement Date | 12/27/2018 |
| Account Number | 17678021 |
| Service Address | 613 BUS 71 N |
| Payment Due | 01/26/2019 |

Service Summary

| | |
|---|-----------|
| Previous Balance | 212.17 |
| Payment Received 12/21/2018 <i>Thank You!</i> | 212.17 CR |
| Balance Forward | 0.00 |

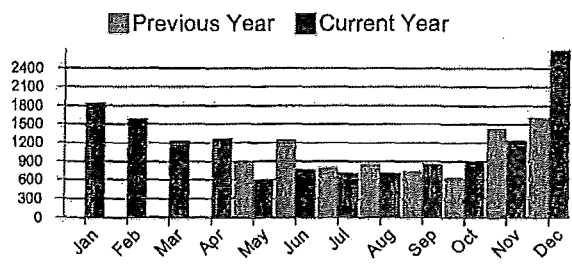
| | |
|-------------------------|---------------|
| Current Charges | 397.65 |
| Total Amount Due | 397.65 |

CITY OF WILLMAR
PO BOX 755
WILLMAR MN 56201-0755



*** See reverse side for service details. ***

kWh Usage History



| Comparisons | Days | kWh | Avg Temp | Avg kWh |
|----------------------|------|------|----------|---------|
| Current Month | 30 | 2685 | 23 | 90 |
| Previous Month | 31 | 1241 | 30 | 40 |
| Same Month Last Year | 30 | 1609 | 29 | 54 |

Avg Cost Per Day: 13.26

Account Summary

| | | |
|-------------------------------|---------------------|---------------|
| City Franchise Fee | 659 kWh @ 0.009577 | 6.31 |
| City Franchise Fee | 857 kWh @ 0.009577 | 8.21 |
| City Franchise Fee | 1169 kWh @ 0.009577 | 11.20 |
| City Franchise Fee | 234 kWh @ 0.009577 | 2.24 |
| kWh-Energy | 659 kWh @ 0.0953 | 62.80 |
| kWh-Energy | 857 kWh @ 0.0953 | 81.67 |
| kWh-Energy | 1169 kWh @ 0.0953 | 111.41 |
| kWh-Energy | 234 kWh @ 0.0953 | 22.30 |
| Fixed Cost | | 64.20 |
| Sales Tax | | 27.31 |
| Total Electric Charges | | 397.65 |
| Total Current Charges | | 397.65 |

Important Information

Thank you for maintaining good payment history!

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CITY OF WILLMAR
PO BOX 755
WILLMAR MN 56201-0755

| | |
|----------------------------------|---------------|
| Account Number | 17678021 |
| Total Amount Due 01/26/19 | 397.65 |
| Total Due if Paid After 01/26/19 | 437.42 |

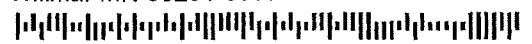
Home:
Work: (320) 214-5178
Cell:

Please notify us of any changes to your personal information below:

Make checks payable to WMU

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PO Box 937
Willmar MN 56201-0937

4



UTILITY SERVICES DETAIL

Service Address: 613 BUS 71 N

| Description | Meter No. | Meter Reading Dates | | Days | Readings | | Meter Multiplier | Consumed Usage | Rate Class | Amount |
|-------------|-----------|---------------------|------------|------|----------|---------|------------------|----------------|------------|----------|
| | | From | To | | Previous | Present | | | | |
| ELECTRIC | 20002550 | 11/25/2018 | 12/25/2018 | 30 | 9523 | 10182 | 1 | 659 | EC | \$62.80 |
| ELECTRIC | 20003903 | 11/25/2018 | 12/25/2018 | 30 | 226 | 460 | 1 | 234 | EC | \$22.30 |
| ELECTRIC | 20000270 | 11/25/2018 | 12/25/2018 | 30 | 4240 | 5097 | 1 | 857 | EC | \$81.67 |
| ELECTRIC | 20002552 | 11/25/2018 | 12/25/2018 | 30 | 15092 | 16261 | 1 | 1169 | EC | \$111.41 |

If payment in full is not received in our office by the due date a penalty of 10% will be accessed on all remaining current charges. Accounts with a past due balance are subject to possible disconnection.

Paying Your Bill

This bill is due upon receipt. Make your check payable to WMU. Please include the remittance stub with your payment to insure proper credit to your account. Failure to receive a bill does not exempt you from payment, late charges, or possible disconnection of service due to unpaid past due balance.

Office Hours

7:30 am - 4:00 pm. Monday through Friday. Payments can be made in person at our office, by mail, phone, ACH through the bank, or deposited at any of our drop box locations.



Make an online payment with SmartHub. In a hurry, that's OK! With Pay Now you can make a one-time payment with no registration required. Scan the barcode below & visit the website for details.

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Account Balance
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All Available at:
www.wmu.willmar.mn.us

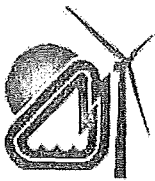
We Accept:



Pay By Phone at 855-386-9902

OK 55027
2/13/19

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| | |
|-----------------|--------------|
| Statement Date | 02/05/2019 |
| Account Number | 17678021 |
| Service Address | 613 BUS 71 N |
| Payment Due | 02/25/2019 |

Service Summary

| | |
|-----------------------------|----------------------|
| Previous Balance | 397.65 |
| Payment Received 01/03/2019 | Thank You! 397.65 CR |
| Balance Forward | 0.00 |

| | |
|-------------------------|---------------|
| Current Charges | 352.02 |
| Total Amount Due | 352.02 |

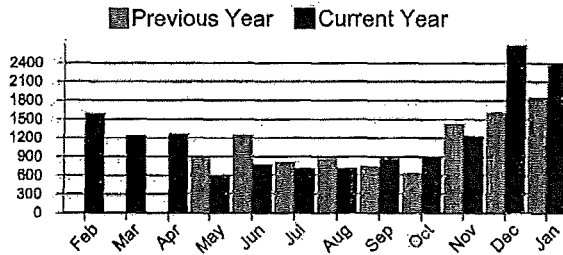
Page 1 of 2

CITY OF WILLMAR
PO BOX 755
WILLMAR MN 56201-0755



*** See reverse side for service details. ***

kWh Usage History



| Comparisons | Days | kWh | Avg Temp | Avg kWh |
|----------------------|------|------|----------|---------|
| Current Month | 38 | 2395 | 9 | 63 |
| Previous Month | 30 | 2685 | 21 | 90 |
| Same Month Last Year | 34 | 1847 | 17 | 54 |

Avg Cost Per Day: 9.26

Account Summary

| | | |
|-------------------------------|---------------------|---------------|
| City Franchise Fee | 584 kWh @ 0.009151 | 5.34 |
| City Franchise Fee | 511 kWh @ 0.009151 | 4.68 |
| City Franchise Fee | 1300 kWh @ 0.009151 | 11.90 |
| City Franchise Fee | 129 kWh @ 0.009151 | 1.18 |
| kWh-Energy | 584 kWh @ 0.0953 | 55.66 |
| kWh-Energy | 511 kWh @ 0.0953 | 48.70 |
| kWh-Energy | 1300 kWh @ 0.0953 | 123.89 |
| kWh-Energy | 129 kWh @ 0.0953 | 12.29 |
| Fixed Cost | | 64.20 |
| Sales Tax | | 24.18 |
| Total Electric Charges | | 352.02 |
| Total Current Charges | | 352.02 |

Important Information

Thank you for maintaining good payment history!

To ensure proper credit please detach and return bottom portion with payment.

CITY OF WILLMAR
PO BOX 755
WILLMAR MN 56201-0755

| | |
|----------------------------------|---------------|
| Account Number | 17678021 |
| Total Amount Due 02/25/19 | 352.02 |
| Total Due if Paid After 02/25/19 | 387.22 |

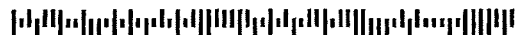
Home:
Work: (320) 214-5178
Cell:

Please notify us of any changes to your personal information below:

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PO Box 937
Willmar MN 56201-0937

1



252000017678021000035202000036722022520193

UTILITY SERVICES DETAIL

Service Address: 613 BUS 71 N

| Description | Meter No. | Meter Reading Dates | | Days | Readings | | Meter Multiplier | Consumed Usage | Rate Class | Amount |
|-------------|-----------|---------------------|------------|------|----------|---------|------------------|----------------|------------|----------|
| | | From | To | | Previous | Present | | | | |
| ELECTRIC | 20002550 | 12/25/2018 | 02/01/2019 | 38 | 10182 | 10766 | 1 | 584 | EC | \$55.66 |
| ELECTRIC | 20003903 | 12/25/2018 | 02/01/2019 | 38 | 460 | 589 | 1 | 129 | EC | \$12.29 |
| ELECTRIC | 20000270 | 12/25/2018 | 02/01/2019 | 38 | 5097 | 5608 | 1 | 511 | EC | \$48.70 |
| ELECTRIC | 20002552 | 12/25/2018 | 02/01/2019 | 38 | 16261 | 17561 | 1 | 1300 | EC | \$123.89 |

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We Accept:



Pay By Phone at 855-386-9902



CITY COUNCIL AGENDA REPORT

| | |
|---|--|
| To: Mayor and City Council | Date: December 16th, 2019 |
| From: Rob Baumgarn Parks and Recreation Director | Agenda Item: Swansson Field Light Project |

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution to enter into a purchase agreement with Musco Sports Lighting for the Swansson Field light project.

HISTORY: The lighting system at Swansson Complex is outdated and needs to be upgraded. The new lighting system for either the Orange/Blue field will improve the safety and the quality of play. With Council approval of the agreement, the City would be able to lock in the 2019 price. There is going to be a 3-4% increase for the materials in 2020. This would be a saving of \$6,000-to \$8,500 depending on the increase. The City will not pay anything out until 30 days after delivery of the lighting system in 2020. Musco Sports Lighting is a vendor of the State Cooperative Purchasing agreement (#071619-MSL). The City has used Musco Sports Lighting for Baker Field and Miller Park tennis courts.

FINANCIAL IMPACT: The cost of materials for the lighting system would \$213,315.00. Structural and electrical installation between \$90,000-\$100,000. The amounts fit in the scope of the budget.

ALTERNATIVES:

1. Not to approve the agreement as presented and/or revise as seen necessary

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE:

COUNCIL MEETING DATE: December 16th, 2019

RESOLUTION NO. _____

**A RESOLUTION TO RESOLVE THE PURCHASE AGREEMENT AWARDED
MUSCO LIGHTING THE SWANSSON FIELD LIGHT PROJECT**

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, the bid of Musco Lighting for the Swansson Field Lighting 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 \$313,315.

Dated this 16th day of December, 2019

MAYOR

Attest:

CITY CLERK

Purchase Agreement

Date: December 10, 2019

Project Name: Willmar Swansson Complex

Project #: 169541

| | |
|---|---|
| <p>1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 100 1st Avenue West – PO Box 808 Oskaloosa, IA 52577</p> | <p>2. BUYER NAME AND ADDRESS: City of Willmar (the "Buyer") 333 6th Street SW Willmar, MN 56201 Attn: Rob Baumgarn Email: rbaumgarn@willmarmn.gov Telephone: 320-235-1454</p> |
| <p>3. OWNER NAME AND ADDRESS: City of Willmar 333 6th Street SW Willmar, MN 56201 Attn: Rob Baumgarn Email: rbaumgarn@willmarmn.gov Telephone: 320-235-1454</p> | <p>4. SHIPPING NAME AND ADDRESS: Willmar Swansson Complex 1900 Willmar Avenue SW Willmar, MN 56201</p> |
| <p>5. WARRANTY CONTACT: City of Willmar 333 6th Street SW Willmar, MN 56201 Attn: Rob Baumgarn Email: rbaumgarn@willmarmn.gov Telephone: 320-235-1454</p> | <p>6. FACILITY NAME AND ADDRESS: Willmar Swansson Complex 1900 Willmar Avenue SW Willmar, MN 56201</p> |

- 7. EQUIPMENT DESCRIPTION** – Musco shall sell, transfer and deliver to Buyer, and Buyer will purchase, accept and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement. Musco's lighting system consisting of:

Light-Structure System™ Foundation-to-Poletop Lighting System

- 6 – pre-cast concrete bases
- 6 – galvanized steel poles
- Electrical component enclosures
- Pole length wire harnesses
- 24 – Total Light Control™ TLC-LED-1500 factory-aimed and assembled luminaires
- 10 – Total Light Control™ TLC-LED-1200 factory-aimed and assembled luminaires
- 8 – Total Light Control™ TLC-BT-575 factory-aimed and assembled luminaires

With Controls

- Control-Link® control & monitoring system cabinet

Built to the following specifications:

- Ballast input voltage: 480
- Phase to pole: 3 phase
- Structural integrity: based upon IBC, 2012, 115mph, Exposure C

- 8. RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to:

- Confirm supply voltage required for lighting system.
- Confirm pole locations.
- Provide electrical design and materials for electrical distribution system.
- Provide labor and equipment for installation of electrical distribution system.
- Provide labor and equipment for installation of bases & poles.



____ Initials

Purchase Agreement

Date: December 10, 2019

Project Name: Willmar Swansson Complex

Project #: 169541

9. **MUSCO SERVICES** – Musco agrees to provide design and layout for the lighting system. In addition to the purchase and sale of the Equipment, Musco agrees to provide, itself or through its subcontractors, the following (“Services”):

Control-Link customer support services: commission the system; monitor and report system alarms; provide automated facility management reports; provide on-off schedules via Control-Link app or website, email, phone call or fax; and provide technical support 24 hours a day, seven days a week.

10. **CONSTANT 25™ WARRANTY & MAINTENANCE PROGRAM (the “Warranty”)** – Musco shall provide parts, labor and services as outlined in the Musco Constant 25 Warranty Agreement to maintain operation of lighting equipment for a period of 25 years on the following terms:

- **Warranty service begins:** On the date of product shipment
- **Expiration date:** 25 years from date of shipment
- **Monitoring, maintenance & control services**
- **Light levels** – as specified in Musco design documents
- **Spill light control** – as specified in Musco design documents
- **Energy consumption:** as specified in Musco design documents

11. **TOTAL PRICE** – Buyer will pay for the above-described Equipment and, if applicable, Services the Total Price of \$213,315.00 payable as follows.

- \$213,315.00 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Price includes delivery to the address indicated in item #4 of this Agreement. Price does not include sales tax, unloading or installation.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

12. **TAXES** – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

Taxable Non-Taxable (Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)



____ Initials

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www.musco.com • lighting@musco.com

Purchase Agreement

Date: December 10, 2019

Project Name: Willmar Swansson Complex

Project #: 169541

13. PAYMENT/PERFORMANCE BONDING – Is there a bond on this project? Yes No

| | |
|--------------------------|--|
| Principal Bond Holder: | |
| Bonding Company Name: | |
| Bonding Company Address: | |
| Bonding Company Address | |
| Phone Number: | |
| Bond Number: | |

14. DELIVERY – Normal delivery to the shipping address indicated above is 6 to 8 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon delivery by Musco of such Equipment to the shipping location indicated above.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

15. NO RETAINAGE/WARRANTY – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (800-825-6020). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

16. EXCLUSION OF SPECIAL DAMAGES – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.

17. LIMITATIONS PERIOD – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.



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Purchase Agreement

Date: December 10, 2019

Project Name: Willmar Swansson Complex

Project #: 169541

- 18. SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
- 19. INSURANCE** – From and after delivery, regardless of the pending performance of the Services, until such time as Buyer has performed in full all obligations contained herein, Buyer shall maintain adequate insurance covering the Equipment in accordance with generally accepted business practices. Buyer shall name Musco as loss payee until such time as Buyer has performed in full all obligations contained herein.
- 20. DEFAULT** – Each of the following shall constitute a default ("Default") under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any lease, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
- 21. REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer's premises and taking possession of the Secured Property. All the remedies described herein are cumulative, and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
- 22. FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).
- 23. EEO COMPLIANCE** – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.

When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.



____ Initials

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www.musco.com • lighting@musco.com

Purchase Agreement

Date: December 10, 2019

Project Name: Willmar Swansson Complex

Project #: 169541

24. CONDITIONS OF AGREEMENT

- a. **APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.
- b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

CITY OF WILLMAR PUBLIC WORKS

Acceptance

this _____ day of _____, 20____

Signature

Sean Christensen
Name and Title

MUSCO SPORTS LIGHTING, LLC

Acceptance

this 11TH day of DECEMBER, 20____

Signature

Craig Gallop - REPRESENTATIVE
Name and Title

Please remember to initial and return all pages of this agreement.



Initials

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Willmar Swansson Complex - Orange Baseball

Lighting System

| Pole / Fixture Summary | | | | | | |
|------------------------|-------------|------------|-------------|----------------|-----------------|---------|
| Pole ID | Pole Height | Mtg Height | Fixture Qty | Luminaire Type | Load | Circuit |
| A1-A2 | 60' | 60' | 4 | TLC-LED-1200 | 4.68 kW | A |
| | | 16' | 1 | TLC-BT-575 | 0.58 kW | A |
| B1-B2 | 80' | 80' | 1 | TLC-LED-1200 | 1.17 kW | A |
| | | 80' | 6 | TLC-LED-1500 | 8.58 kW | A |
| | | 16' | 1 | TLC-BT-575 | 0.58 kW | A |
| C1-C2 | 70' | 70' | 6 | TLC-LED-1500 | 8.58 kW | A |
| | | 16' | 2 | TLC-BT-575 | 1.15 kW | A |
| 6 | | | 42 | | 50.62 KW | |

| Circuit Summary | | | |
|-----------------|-------------|----------|-------------|
| Circuit | Description | Load | Fixture Qty |
| A | Baseball | 50.62 kW | 42 |

| Fixture Type Summary | | | | | | | |
|----------------------|--------------------|---------|---------|---------|---------|---------|----------|
| Type | Source | Wattage | Lumens | L90 | L80 | L70 | Quantity |
| TLC-LED-1200 | LED 5700K - 75 CRI | 1170W | 136,000 | >81,000 | >81,000 | >81,000 | 10 |
| TLC-LED-1500 | LED 5700K - 75 CRI | 1430W | 160,000 | >81,000 | >81,000 | >81,000 | 24 |
| TLC-BT-575 | LED 5700K - 75 CRI | 575W | 52,000 | >81,000 | >81,000 | >81,000 | 8 |

Light Level Summary

| Calculation Grid Summary | | | | | | | | |
|--------------------------|------------------------|--------------|-----|-----|---------|---------|----------|-------------|
| Grid Name | Calculation Metric | Illumination | | | | | Circuits | Fixture Qty |
| | | Ave | Min | Max | Max/Min | Ave/Min | | |
| Baseball (Infield) | Horizontal Illuminance | 50.2 | 37 | 59 | 1.59 | 1.36 | A | 42 |
| Baseball (Outfield) | Horizontal Illuminance | 31.2 | 23 | 44 | 1.94 | 1.36 | A | 42 |
| Left Field Bulbpen | Horizontal | 28.1 | 19 | 35 | 1.92 | 1.48 | A | 42 |
| Right Field Bulbpen | Horizontal | 27.6 | 18 | 35 | 1.98 | 1.54 | A | 42 |

From Hometown to Professional



We Make It Happen.

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| EQUIPMENT LIST FOR AREAS SHOWN | | | | | | | | | |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-----------|-------------|--|
| Pole | | | | Luminaires | | | | | |
| QTY | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID | OTHER GRIDS | |
| 2 | A1-A2 | 60' | - | 15.5' | TLC-BT-575 | 1 | 1 | 0 | |
| 2 | B1-B2 | 80' | - | 80' | TLC-LED-1200 | 4 | 4 | 0 | |
| | | | | 15.5' | TLC-BT-575 | 1 | 1 | 0 | |
| | | | | 80' | TLC-LED-1500 | 6 | 6 | 0 | |
| 2 | C1-C2 | 70' | - | 15.5' | TLC-BT-575 | 2 | 2 | 0 | |
| | | | | 70' | TLC-LED-1500 | 6 | 6 | 0 | |
| TOTALS | | | | | | 42 | 42 | 0 | |

Willmar Swanson Complex - Orange Baseball

| GRID SUMMARY | |
|--------------|-------------------------------|
| Name: | Baseball |
| Size: | 324'/370'/324' - basepath 90' |
| Spacing: | 30.0' x 30.0' |
| Height: | 3.0' above grade |

| ILLUMINATION SUMMARY | | |
|-----------------------------------|-----------------------------------|-----------|
| MAINTAINED HORIZONTAL FOOTCANDLES | | |
| | Infield | Outfield |
| Guaranteed Average: | 50 | 30 |
| Scan Average: | 50.17 | 31.22 |
| Maximum: | 59 | 44 |
| Minimum: | 37 | 23 |
| Avg / Min: | 1.36 | 1.38 |
| Guaranteed Max / Min: | 2 | 25 |
| Max / Min: | 1.59 | 1.94 |
| UG (adjacent pts): | 1.22 | 1.59 |
| CU: | 0.75 | |
| No. of Points: | 25 | 105 |
| LUMINAIRE INFORMATION | | |
| Color / CRI: | 5700K - 75 CRI | |
| Luminaire Output: | 136,000 / 160,000 / 52,000 lumens | |
| No. of Luminaires: | 42 | |
| Total Load: | 50.62 kW | |
| Lumen Maintenance | | |
| Luminaire Type | L90 hrs | L80 hrs |
| TLC-LED-1200 | >81,000 | >81,000 |
| TLC-LED-1500 | >81,000 | >81,000 |
| TLC-BT-575 | >81,000 | >81,000 |

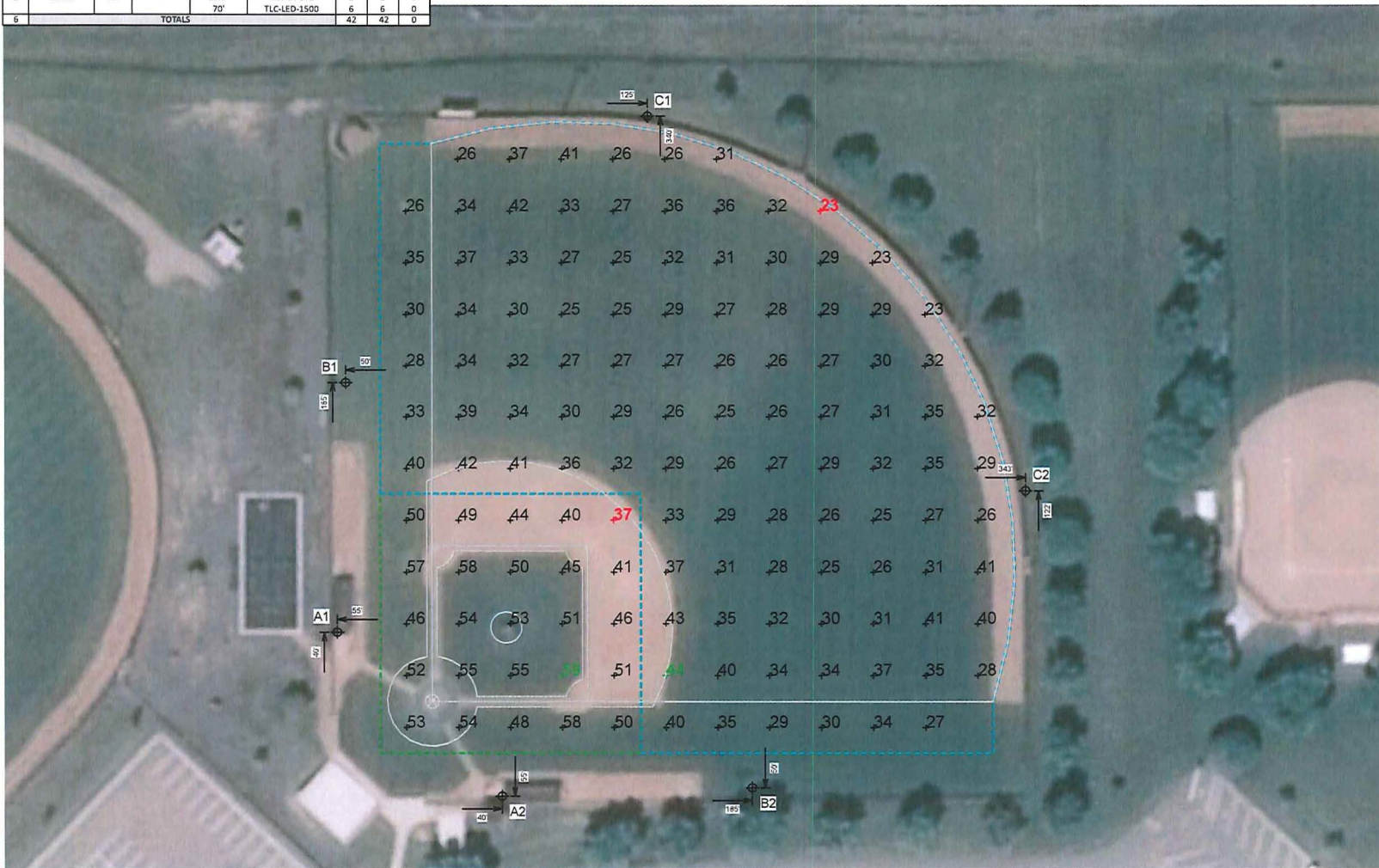
Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ◊ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: Kelsy Butterbaugh • File #169541B • 03-Sep-19



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ILLUMINATION SUMMARY

| EQUIPMENT LIST FOR AREAS SHOWN | | | | | | | | | |
|--------------------------------|----------|------|-----------------|-----------------|----------------|-----------|-----------|-------------|--|
| Pole | | | | Luminaires | | | | | |
| QTY | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY/ POLE | THEL GRID | OTHER GRIDS | |
| 2 | A1-A2 | 60' | - | 15.5' | TLC-BT-575 | 1 | 1 | 0 | |
| | | | | 60' | TLC-LED-1200 | 4 | 4 | 0 | |
| 2 | B1-B2 | 80' | - | 80' | TLC-LED-1200 | 1 | 1 | 0 | |
| | | | | 15.5' | TLC-BT-575 | 1 | 1 | 0 | |
| | | | | 80' | TLC-LED-1500 | 6 | 6 | 0 | |
| 2 | C1-C2 | 70' | - | 15.5' | TLC-BT-575 | 2 | 2 | 0 | |
| | | | | 70' | TLC-LED-1500 | 6 | 6 | 0 | |
| 6 | TOTALS | | | | | 42 | 42 | 0 | |

Willmar Swanson Complex - Orange Baseball

| GRID SUMMARY | |
|--------------|--------------------|
| Name: | Right Field Bulpen |
| Spacing: | 10.0' x 10.0' |
| Height: | 3.0' above grade |

| ILLUMINATION SUMMARY | | | |
|-----------------------------------|-----------------------------------|---------|---------|
| MAINTAINED HORIZONTAL FOOTCANDLES | | | |
| Entire Grid | | | |
| Scan Average: | 27.63 | | |
| Maximum: | 36 | | |
| Minimum: | 18 | | |
| Avg / Min: | 1.51 | | |
| Max / Min: | 1.98 | | |
| UG (adjacent pts): | 1.57 | | |
| CU: | 0.01 | | |
| No. of Points: | 18 | | |
| LUMINAIRE INFORMATION | | | |
| Color / CRI: | 5700K - 75 CRI | | |
| Luminaire Output: | 136,000 / 160,000 / 52,000 lumens | | |
| No. of Luminaires: | 42 | | |
| Total Load: | 50.62 kW | | |
| Lumen Maintenance | | | |
| Luminaire Type | L90 hrs | L80 hrs | L70 hrs |
| TLC-LED-1200 | >81,000 | >81,000 | >81,000 |
| TLC-LED-1500 | >81,000 | >81,000 | >81,000 |
| TLC-BT-575 | >81,000 | >81,000 | >81,000 |

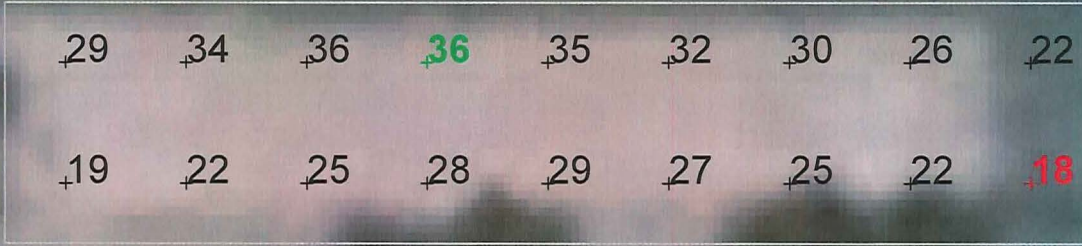
Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) Ⓧ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

| EQUIPMENT LIST FOR AREAS SHOWN | | | | | | | | |
|--------------------------------|----------|------|-----------------|-----------------|----------------|----------|-----------|-------------|
| Pole | | | | Luminaires | | | | |
| QTY | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY/POLE | THIS GRID | OTHER GRIDS |
| 2 | A1-A2 | 60' | - | 15.5' | TLC-BT-575 | 1 | 1 | 0 |
| | | | | 60' | TLC-LED-1200 | 4 | 4 | 0 |
| 2 | B1-B2 | 80' | - | 80' | TLC-LED-1200 | 1 | 1 | 0 |
| | | | | 15.5' | TLC-BT-575 | 1 | 1 | 0 |
| | | | | 80' | TLC-LED-1500 | 6 | 6 | 0 |
| 2 | C1-C2 | 70' | - | 15.5' | TLC-BT-575 | 2 | 2 | 0 |
| | | | | 70' | TLC-LED-1500 | 6 | 6 | 0 |
| 6 | TOTALS | | | 70' | | 42 | 42 | 0 |

Willmar Swanson Complex - Orange Baseball

| GRID SUMMARY | |
|--------------|-------------------|
| Name: | Left Field Bulpen |
| Spacing: | 10.0' x 10.0' |
| Height: | 3.0' above grade |

| ILLUMINATION SUMMARY | | | |
|---|----------|---------|---------|
| MAINTAINED HORIZONTAL FOOTCANDLES | | | |
| Entire Grid | | | |
| Scan Average: | 28.12 | | |
| Maximum: | 36 | | |
| Minimum: | 19 | | |
| Avg / Min: | 1.52 | | |
| Max / Min: | 1.92 | | |
| UG (adjacent pts): | 1.55 | | |
| CU: | 0.01 | | |
| No. of Points: | 16 | | |
| LUMINAIRE INFORMATION | | | |
| Color / CRI: 5700K - 75 CRI | | | |
| Luminaire Output: 136,000 / 160,000 / 52,000 lumens | | | |
| No. of Luminaires: | 42 | | |
| Total Load: | 50.62 kW | | |
| Lumen Maintenance | | | |
| Luminaire Type | L90 hrs | L80 hrs | L70 hrs |
| TLC-LED-1200 | >81,000 | >81,000 | >81,000 |
| TLC-LED-1500 | >81,000 | >81,000 | >81,000 |
| TLC-BT-575 | >81,000 | >81,000 | >81,000 |

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

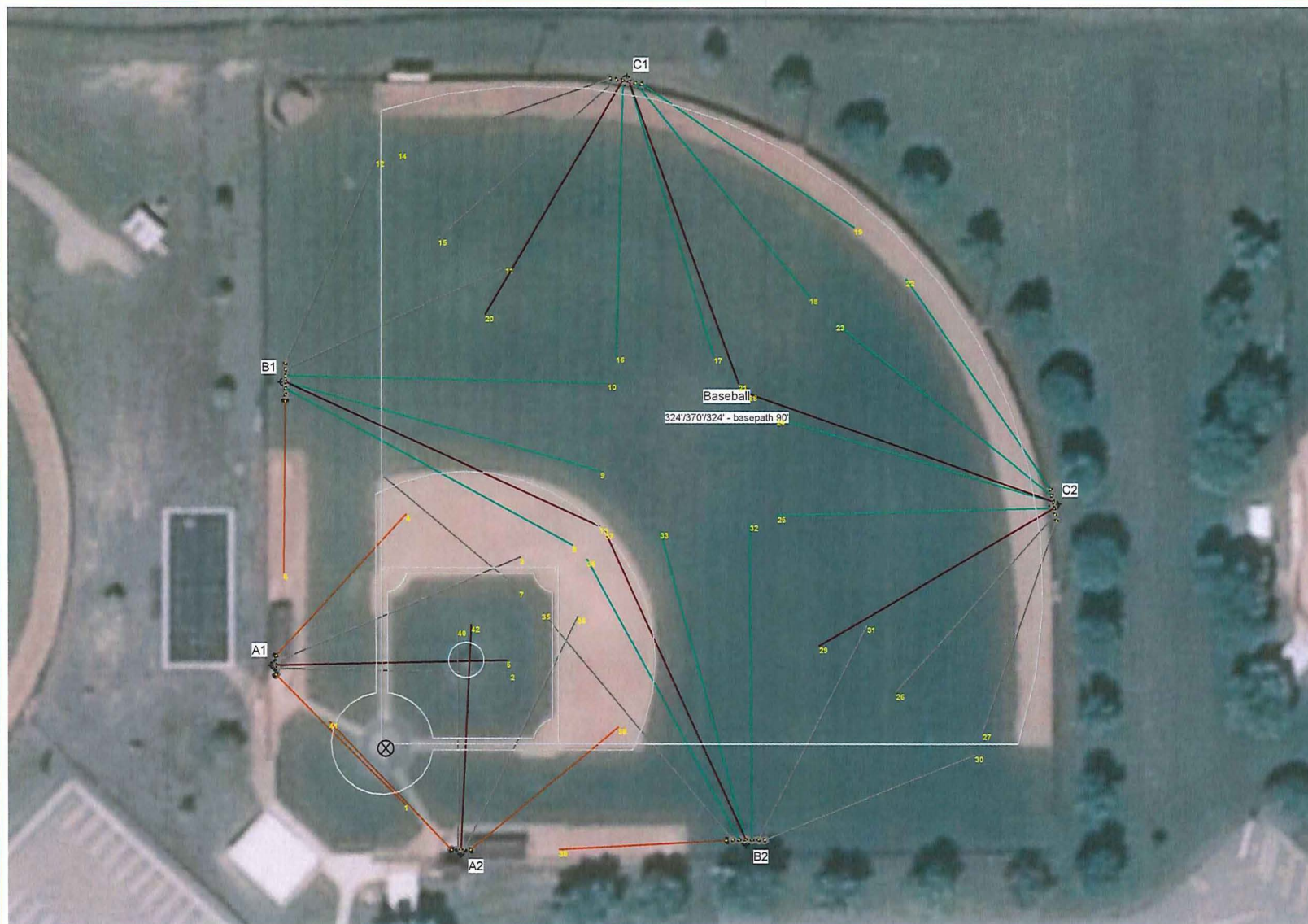
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) Ⓧ dimensions are relative to 0,0 reference point(s) ⊗



Willmar Swansson Complex - Orange Baseball



EQUIPMENT LAYOUT

INCLUDES:
 - Baseball

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

| QTY | LOCATION | Pole Size | GRADE ELEVATION | Luminaires | | QTY / POLE |
|---------------|----------|-----------|-----------------|-----------------|----------------|------------|
| | | | | Mounting Height | Luminaire Type | |
| 2 | A1-A2 | 60' | - | 15.5' | TLC-BT-575 | 1 |
| | | | | 60' | TLC-LED-1200 | 4 |
| 2 | B1-B2 | 80' | - | 80' | TLC-LED-1200 | 1 |
| | | | | 15.5' | TLC-BT-575 | 1 |
| | | | | 80' | TLC-LED-1500 | 6 |
| 2 | C1-C2 | 70' | - | 15.5' | TLC-BT-575 | 2 |
| | | | | 70' | TLC-LED-1500 | 6 |
| TOTALS | | | | | | 42 |

SINGLE LUMINAIRE AMPERAGE DRAW CHART

| Ballast Specifications (.90 min power factor) | Line Amperage Per Luminaire (max draw) | | | | | | |
|--|---|----------|----------|----------|----------|----------|----------|
| | 208 (VA) | 220 (VA) | 240 (VA) | 277 (VA) | 347 (VA) | 380 (VA) | 480 (VA) |
| Single Phase Voltage | 208 (VA) | 220 (VA) | 240 (VA) | 277 (VA) | 347 (VA) | 380 (VA) | 480 (VA) |
| TLC-LED-1200 | 7.0 | 6.6 | 6.1 | 5.2 | 4.2 | 3.8 | 3.0 |
| TLC-LED-1500 | 8.5 | 8.1 | 7.4 | 6.4 | 5.1 | 4.7 | 3.7 |
| TLC-BT-575 | 3.4 | 3.2 | 2.9 | 2.5 | 2.0 | 1.8 | 1.5 |



ENGINEERED DESIGN By: Kelsy Butterbaugh • File #169541B • 03-Sep-19

Pole location(s) ⚡ dimensions are relative to 0,0 reference point(s) ⊗



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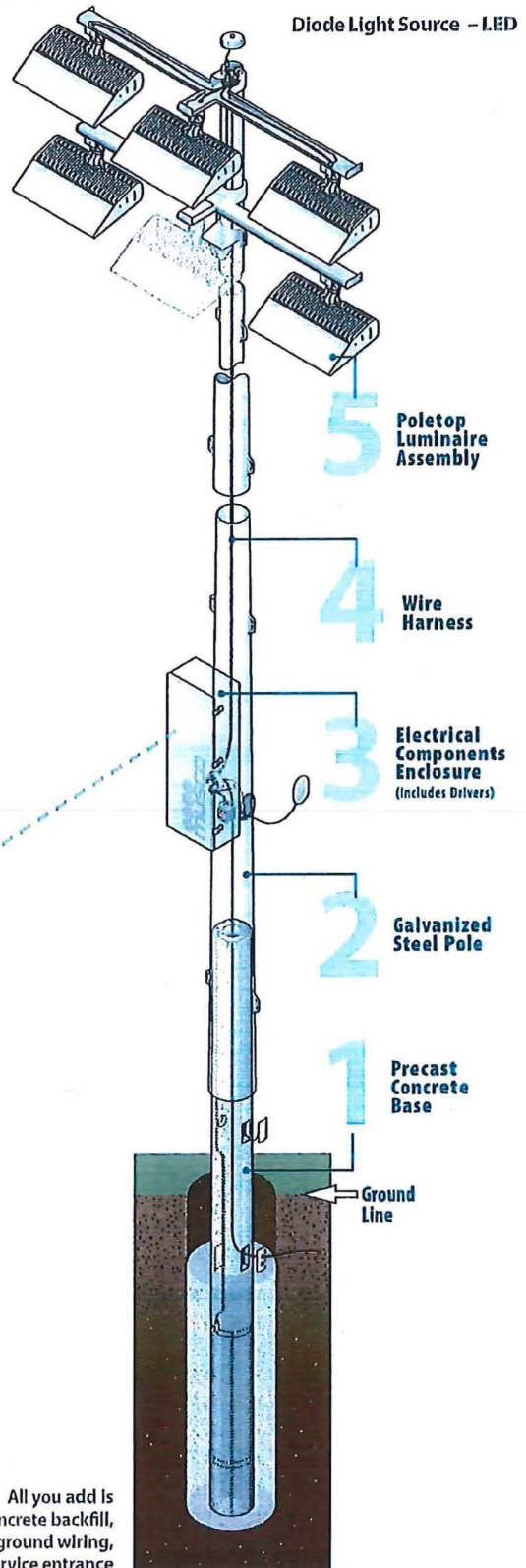
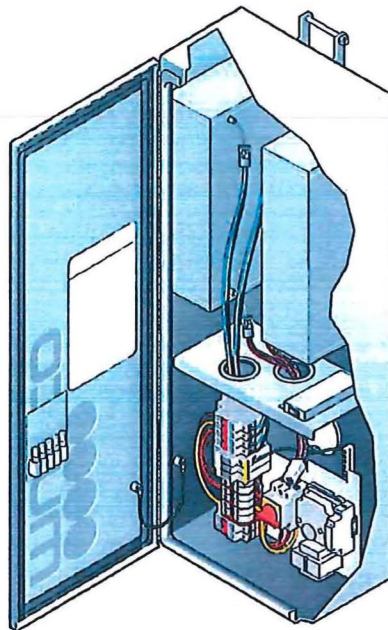
EQUIPMENT LAYOUT

Light-Structure Green Lighting System

For your
BUDGET,
for the
ENVIRONMENT.

5 Easy Pieces™
Complete System from
Foundation to Poletop

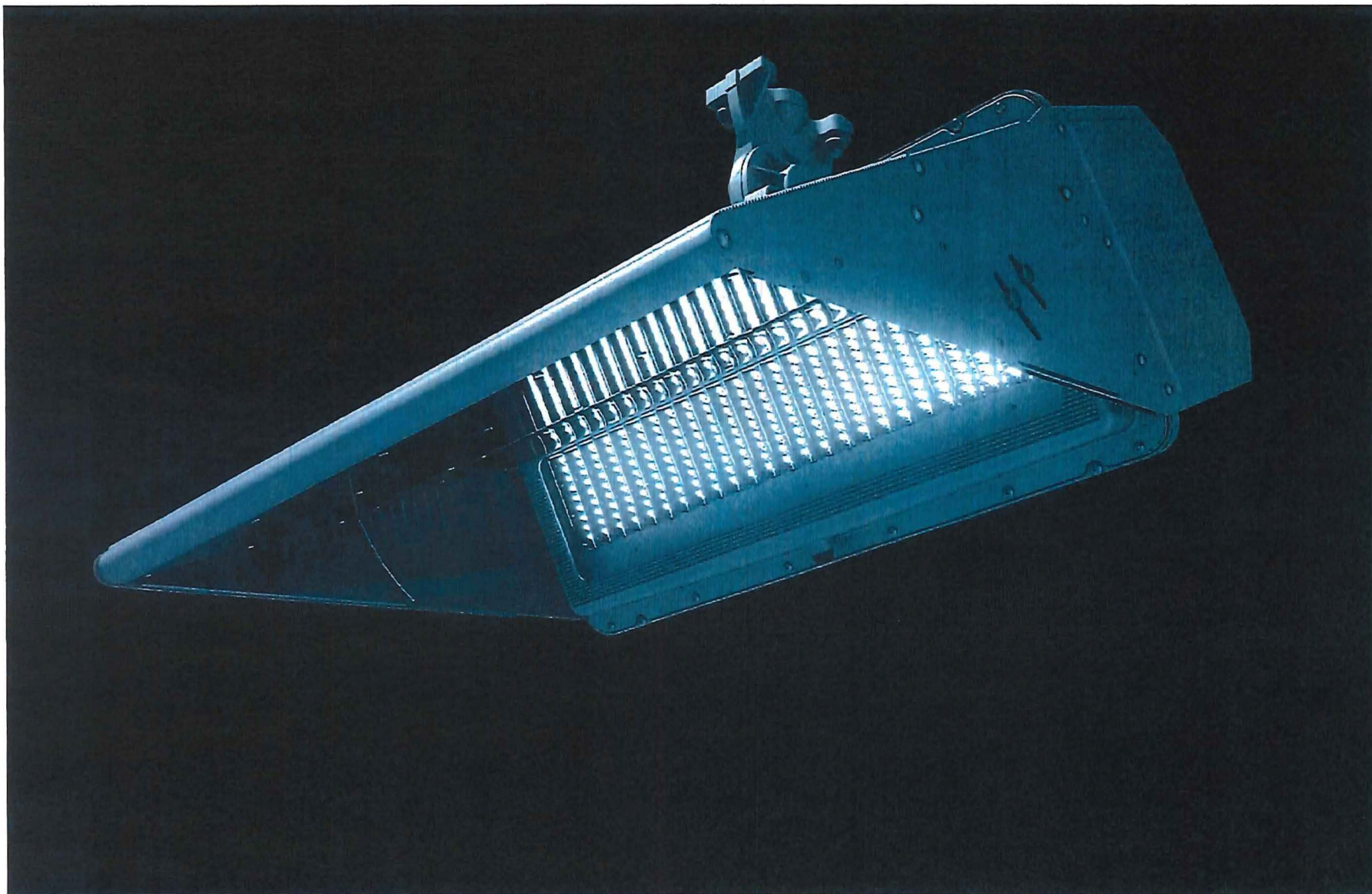
- Factory wired, aimed, and tested
- Fast, trouble-free installation
- Comprehensive corrosion package
- Integrated lightning ground system



All you add is
concrete backfill,
underground wiring,
and a service entrance



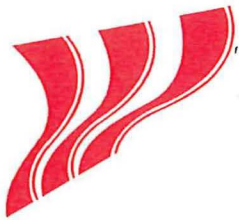
Total Light Control™ — LED-1150 Luminaire Component



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Solutions for Lighting



★ 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: December 16, 2019 |
| From: Judy R. Thompson City Clerk  | Agenda Item: On-Sale and Club On-Sale 2020 Sunday Liquor License Renewals |

RECOMMENDED ACTION:

Motion By: _____ **Second By:** _____, to Approve the On-Sale and Club On-Sale 2020 Sunday Liquor License Renewals Pending Police Department Approval on a Roll Call Vote

HISTORY: For 2019, the City Council approved Sunday Liquor applications for eight On-Sale and two Club On-Sale establishments.

The following establishments are requesting renewal of their current Sunday Liquor Licenses for 2020:

On-Sale

- American Legion Post 167
- Applebee's Neighborhood Grill & Bar
- El Tapatio Mexican Restaurant
- Finstad-Week Post 1639
- Green Mill Willmar
- Grizzly's Grill N' Saloon
- Ruff's Wings & Sports Bar

Club On-Sale

- Willmar Elks Lodge #952
- Willmar Frat. Order of Eagles

FINANCIAL IMPACT: \$200.00 application fee per establishment for a total of \$1,800.00 submitted to the City of Willmar.

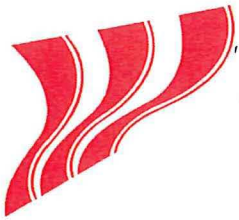
ALTERNATIVES: Not approve the renewal applications as requested.

- 1.
- 2.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: N/A


COUNCIL MEETING DATE: December 16, 2019



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: December 16, 2019 |
| From: Judy R. Thompson City Clerk  | Agenda Item: Willmar Community Golf Club Inc. On-Sale Intoxicating Liquor License and Sunday Liquor License |

RECOMMENDED ACTION:

Motion By: _____ **Second By:** _____, to Approve the Willmar Community Golf Club Inc. On-Sale Intoxicating Liquor License through the fiscal year ending April 25, 2020, and the Sunday Liquor License ending December 31, 2020, on a Roll Call Vote

HISTORY: The restaurant located at 1000 26th Avenue NE, currently holding an On-Sale Liquor License and Sunday Liquor License held by Bakers Eagle Creek Eatery LLC dba The Oaks at Eagle Creek will be under new ownership in January 2020. The new owners request to hold an On-Sale Intoxicating Liquor License and Sunday Liquor License, under the name Willmar Community Golf Club Inc. dba Eagle Creek Golf Club. The Willmar Police Department will complete a background check, criminal history check, property taxes and current utilities check on all owners listed on the application previous to their approval. Joseph Wisocki has been listed as the Resident Manager for this establishment

FINANCIAL IMPACT: \$4000.00 On-Sale Intoxicating application fee to be prorated upon approval and \$200.00 Sunday Liquor License fee.

ALTERNATIVES: N/A

- 1.
- 2.

REVIEWED BY: Brian Gramentz, City Administrator

COMMITTEE MEETING DATE: N/A

COUNCIL MEETING DATE: December 16, 2019